

## AGENDA

### Meeting of the Town of Biltmore Forest Board of Commissioners

To be held Tuesday, March 11, 2025 at 4:30 p.m.

A. Pledge of Allegiance

B. Roll Call

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

C. Consent Agenda

1. Approval of Agenda
2. Approval of February 11, 2025 Minutes
3. Approval of February 14, 2025 Special Meeting Minutes

D. Public Comment

E. Departmental Reports

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

F. Board Member Reports

G. New Business

1. **Consideration of Ordinance 2025-02** – An Ordinance to Amend the Town Code
2. **Consideration of Ordinance 2025-03** – A Resolution Requesting Duke Energy to Remove Vegetative Debris from Beneath Restored Above-Ground Electric Lines
3. **Consideration of Resolution 2025-04** – A Resolution Approving a Memorandum of Understanding between the Town and NC Department of Transportation (NCDOT) for Continuing, Cooperative, and Comprehensive Transportation Planning Services
4. **Consideration of Planning Commission Appointment** for Jonathan Gach
5. **Consideration of Tax Waiver Request** –16 Cedar Chine Drive
6. **Discussion** - State Cashflow Loans for Disaster Response Activities

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

For those interested in viewing the Board meeting remotely, please utilize the following information:  
<https://us02web.zoom.us/j/82228455470?pwd=SG9WU0FwUjFScGZveS95b3pLTUIHdz09>

Meeting ID: 822 2845 5470

Passcode: 966757

MINUTES OF THE MEETING OF THE MAYOR AND THE TOWN COMMISSIONERS  
OF BILTMORE FOREST HELD FEBRUARY 11, 2025

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

Roll call taken by the Clerk:

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

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

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

The Pledge of Allegiance was conducted.

CONSENT AGENDA

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

PUBLIC COMMENT

There was no public comment.

Chief Trevor Lance gave the report for Skyland Fire Department. There were 13 medical calls. Chief Lance suggested changing batteries in clocks and smoke detectors.

Chief Chris Beddingfield gave the report for the Police Department. There were 878 calls for the month. There was an officer involved in a pursuit. He was involved in a significant car crash. He was ok but was taken to the hospital as a precaution. As with all pursuits and use of force, there is an internal review to make sure all the policies and procedures were followed. This took place and everything was fine. The officer did what he was supposed to do.

Chief Beddingfield said they are back to working on the street camera project again and ready to get the rest of them working. Chief Beddingfield thanked Mr. Harry Buckner for his assistance. There were two working for a while but there is a total of thirteen that we hope to have up soon.

Chief Beddingfield said officers assisted with the presidential motorcade with the president's visit. This is always a huge operation with multiple agencies involved.

Chief Beddingfield said last month he was at the state police chief's conference. Chief Beddingfield was nominated to be on the executive board for the sergeant of arms position. Chief Beddingfield thanked the Board for giving him the opportunity to do so.

Mr. Harry Buckner gave the report for the Public Works department. Public Works primary goal is to continue to work on storm clean up. Looking forward, staff is working on plans for Spring. Public Works is trying to make their public spaces as available to the public as they can, safe. There has been a lot of work done in Brooklawn Park this past week.

Greenwood Park has been in good shape for a while. They took delivery of a new service box truck which is replacing the F-350. They also placed an order for a new garbage truck. The order was placed through Enterprise, and it will arrive sometime this year.

Mr. Tony Williams gave the report for Planning for the Town. There were 146 land use conferences, one complaint, one resolved violation, forty-nine plans were reviewed, six plans reviewed for the Board of Adjustment, and six plans reviewed for the Design Review Board. There were also six permits issued.

Mr. Jonathan Kanipe gave the report for the Town. Mr. Kanipe said the RFQ for disaster recover administration services will most likely be done by the end of the week.

Mr. Kanipe said we have our budget retreat this Friday and it is open to the public. We will have Erica Anderson, who is the Deputy Executive Director of Land of Sky, and she will be facilitating this discussion. The retreat will take place from 9am-2pm at WCU's Biltmore Park facility.

Mr. Kanipe discussed the debris removal and said the Town is roughly 90% accomplished with right-of-way removal. We have been encouraging people to continue getting debris to the road. They are also working partially in Brooklawn Park right now as part of the debris and public property and waterway removal work. There have been six total days of application intake for PPDR, the first resulted in 25 applications we had last week. There were also quite a few applicants this past weekend. They have also established a number for people who are not present physically to call. Mr. Kanipe said he was at a recovery meeting today and the FEMA Federal Coordinating Officer remarked that 4 million cubic yards of debris had been removed for the entire storm up to this point. We have removed 356,000 cubic yards of debris. This is significant for our three-square miles. Mr. Kanipe said he is very thankful for our contractors that we have and our Public Works team that has been doing an amazing job. The State issued a policy directive last Friday. That is an exceptionally aggressive timeline for when they hope to have all debris removal finished. It is an exceptionally aggressive timeline for the entire storm footprint. If it was followed, then all cleanup would be finished by July. Mr. Kanipe said the reason for the amended contracts with SDR is because the state increased the pricing for some of the specialized equipment that they use in other places.

Mr. Kanipe said they are in the midst of the waterway work which usually follows PPDR applications, which follows public right-of-way. Right now they are setting the initial final pass as February 28<sup>th</sup>. We will be notifying residents to try and have everything out if you are not applying for PPDR.

Commissioner Stephens asked if residents are still encouraged to put their allowed amount of regular cleanup out or should they hold off on this. Mr. Buckner said they are running their brush route continuously. If it's out, they pick it up.

Commissioner Loomis said that some people may be depending on PPDR but wanted to make sure they understand if PPDR isn't available to them that they are responsible for getting the debris to the street. At that point, she wanted to know if FEMA will pick the debris up. Mr. Kanipe said the homeowner would be responsible for this. Commissioner Loomis wanted to make sure residents are aware of this because the eligibility requirements are stringent. Mr. Kanipe said he will make the point clearer as well.

Ms. Suzanne Dawkins at 12 Stuyvesant Road asked if there is an ordinance for the trees that are hazardous or hanging over the road. Mr. Kanipe said our contractor has removed over 400 trees in this instance. We are also continuing to cut them. Ms. Dawkins also asked the status of the Duke underground project. Mr. Kanipe said this is on hold for right now as Duke is waiting on parts that are on back order.

### NEW BUSINESS

Mr. Harry Buckner gave an update on the stormwater project. The particular project that is wrapping up now is identified in the town-wide stormwater master plan that was completed in 2019. This is actually two projects out of ten that were identified. We combined them into a single project. This project involved replacing the stormwater system from basically through Rosebank Park to Park Road then north along Vanderbilt Road to the intersection with Lone Pine. It is a total of 3,600 feet.

Because of the delays with the hurricane and we also had delays with utility conflicts, anytime you are doing stuff underground, we got delayed. The paving repair will be pushed to warmer weather. They are going to do some milling and wedging and then going to overlay all the project area where the pipe work is going. We are going to combine the restoration work for the utility project with our annual paving contract so we can extend the amount of paving that is done. We are going to pave Browntown to Forest and then we will pave from the end of the island here to the end of the park on Vanderbilt Road. We will also pave from the end of the island here on Stuyvesant Road to Browntown Road. This is scheduled for the middle of March. The total will be 1.2 million dollars.

Mr. Buckner said as far as the restoration work in the park, they hired a specialty landscape contractor to come in. We are very pleased with this work.

Mr. Billy Clarke discussed door-to-door solicitation. Mr. Clarke said this is something he prepared for the Board's consideration, and it doesn't have to be decided tonight. The Town currently has an ordinance that prohibits any door-to-door solicitation. The board's prohibition against any door-to-door solicitation would violate the U.S. Constitution. There are several cases in North Carolina and other places that clearly give political and charitable and religious speech is protected by the First Amendment. The Town can impose reasonable restrictions as to time and place and certainly property owners can ask that someone soliciting their house not solicit them or to leave their property. It really hasn't been an issue for Biltmore Forest, but it did come up in the political season this past fall. Mr. Clarke worked with Mr. Kanipe and Chief Beddingfield and discussed this. They also provided the updated information to the political canvassers as requested. Mr. Clarke recommends we come up with a new ordinance to distinguish between those individuals soliciting for commercial purposes and the other people soliciting for political, charitable, or religious purposes. Mr. Clarke said he will draft something for the Board to look at next month.

Mr. Kanipe discussed the Ratification of Southern Debris Removal Contract Amendments number one and two. When we did the first SDR and Debris Tech agreements, that was a ratification because the Board did not meet until November after Hurricane Helene on September 27<sup>th</sup>. We had a contract amendment that was provided to us by SDR last Monday. This is a result of the State of North Carolina changing their pricing. It increases the pricing to create an incentive for the companies to continue working and to work faster within the state. Because the Town used the expedited state

contract, we have to amend the state contract to reflect what they have in this contract. Mr. Kanipe signed the contract last week but wanted to make sure the Board has a copy for ratification and review. Mr. Kanipe also reviewed this with Mr. Clarke before signing.

Commissioner Tarleton made a motion to ratify the contract, Commissioner Stephens seconded the motion and was unanimously approved.

The next topic is to discuss the draft Code of Conduct for the Board of Commissioners. This is typically for newly elected and reelected officials. Also, the next item would be to have the Rules of Procedure for the Board of Commissioners. Neither of these documents need approval tonight but just to get the Boards' thoughts on. Ms. Jacobs put this together based on the information from the UNC School of Government. Commissioner Tarleton said he appreciates Ms. Jacobs drafting this but made some suggestions for editing the Code of Conduct.

Mr. Kanipe discussed the Rules of Procedure documentation. We follow Robert's Rules of Order that is laid out in the Town code but also the method and format of the meeting itself. Mr. Kanipe asked about the Board's thoughts on this. Commissioner Loomis suggested Commissioner Tarleton look over both documents and come back with a recommendation. Commissioner Tarleton said he agreed to this.

Mr. Kanipe discussed the Consideration of Resolution 2025-03 which is a Resolution authorizing the surplus of police department rifles. This resolution allows the town to surplus our replaced police department rifles. We purchased new rifles in FY 24 25 budget year. These are now in service. This would allow us to surplus these and sell those to our sworn law enforcement officers that is allowed by state law, but we are also doing this through a federal firearms dealer. There is a chain of custody that shows how that moves from the Town through the federal firearms dealer to the sworn officer if they elect to purchase one. These rifles that we are requesting for declaring surplus are listed with their serial numbers on this resolution. Commissioner Stephens asked what happens to the rifles if we don't sell them. Chief Beddingfield said they are put back in a lottery for the officers to buy two instead of one until they are all spoken for. Commissioner Stephens asked Chief Beddingfield if historically officers have been interested. Chief Beddingfield said historically it has only taken one round.

Commissioner Loomis made a motion to approve Resolution 2025-03. Commissioner Tarleton seconded the motion and was unanimously approved.

Mayor Goosmann said Commissioner Tarleton has accepted a board position with Metropolitan Sewerage District and Commissioner Stephens has accepted a board position with the French Broad River Metropolitan Planning Organization. Commissioner Stephens said I-40 is going to be open by the end of March, one lane in each direction with a 40-mph speed limit.

Commissioner Tarleton said he attended the first MSD board meeting with Mr. Clarke. Commissioner Tarleton said this organization is efficiently run. He said Mr. Tom Hartye does an amazing job as the General Manager. Commissioner Tarleton also said what was helpful was that every member of the board had a tablet so they could scroll through everything on the agenda. He found this very helpful and efficient, which would cut down tremendously on paperwork.

Mr. Jonathan Gach expressed his interest in volunteering on the Planning Commission.

The meeting was adjourned at 5:43pm.

The next meeting is scheduled for Tuesday, March 11, 2025, at 4:30pm.

ATTEST:

---

Laura Jacobs  
Town Clerk

---

George F. Goosmann, III  
Mayor



MINUTES OF SPECIAL CALL MEETING OF THE MAYOR AND TOWN  
COMMISSIONERS OF

BILTMORE FOREST HELD FRIDAY, FEBRUARY 14, 2025  
AT WESTERN CAROLINA UNIVERSITY – BILTMORE PARK

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:

Those present:

Mayor George F. Goosmann, III

Commissioner Doris Loomis

Commissioner Allan Tarleton

Commissioner Drew Stephens

Town Manager, Mr. Jonathan Kanipe, Town Attorney, Mr. Billy Clarke, Police Chief, Chris Beddingfield, Public Works Director, Harry Buckner, Finance Director, Krystal Curtis, and Town Clerk, Laura Jacobs were also present. Ms. Erica Anderson, Deputy Executive Director from Land of Sky Regional Council, facilitated the meeting. The meeting began at 9am

The Special Meeting included a discussion of the town's goals and priorities for the upcoming budget year. Ms. Anderson's facilitated discussion included reviewing the Town's strengths, weaknesses, opportunities, and threats. Ms. Anderson is compiling the information into a town prioritization document that will be provided to the Board, staff, and citizens when finalized.

The meeting concluded at 2pm.

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](http://www.skylandfire.com)

### Biltmore Forest Valley Springs Station

#### Incident Response

February 2025

#### Incident Type

112 - Fires in structure other than in a building	1
141 - Forest, woods or wildland fire	1
311 - Medical assist, assist EMS crew	5
320 - Emergency medical service incident, other	2
321 - EMS call, excluding vehicle accident with injury	1
324 - Motor vehicle accident with no injuries.	1
341 - Search for person on land	1
554 - Assist invalid	3
571 - Cover assignment, standby, moveup	1
611 - Dispatched & canceled en route	7
622 - No incident found on arrival at dispatch address	1
700 - False alarm or false call, other	3
735 - Alarm system sounded due to malfunction	1
743 - Smoke detector activation, no fire - unintentional	1
745 - Alarm system activation, no fire - unintentional	2
<b>Total</b>	<b>31</b>

Respectfully Submitted,

*Trevor C. Lance*

Chief Trevor C. Lance  
Skyland Fire Rescue

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



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

**Biltmore Forest Police Department  
March 11th, 2025  
Commission Report**

**February 2025 Data**

**Total Calls For Service:**

809 (878 last month)

**Arrests:**

2-Felony Arrests-One felony larceny arrest from an investigation, One felony drug charge from a traffic stop

2-Misdemeanor Arrests-Both for other jurisdiction warrants out of traffic stops.

**Citations:**

32-Citations for various traffic violations (24 last month)

**Time Consumption Summary:**

*Approximations:*

Business Checks- 6 hours

House Checks- 5 hours

Radar Operation- 3 hours

Vehicle Crash Investigation- 4 hours

**Notable Calls and Projects:**

Attended some excellent training on law enforcement trauma and the concept of Trust Based Relational Intervention. This was given by Texas Christian University (TCU) at Haywood Community College. This training was grant funded and at no cost to our agency.

Assisted APD with a barricaded suspect at the Double Tree Inn. The subject was wanted for multiple crimes and believed to be heavily armed. This was a large police response and lasted most of the day.

We had a pursuit with a freshly stolen vehicle from the Arden area. This was another case where the flock camera system was instrumental. Dispatch was able to locate the vehicle on camera and direct officers to it. The vehicle was recovered and returned to the owner. The suspects fled on foot.

**Biltmore Forest Police Department**  
**355 Vanderbilt Rd**  
**Biltmore Forest, NC 28803**  
**February 2025 Calls for Service**

<b>BILTMORE FOREST POLICE DEPARTMENT</b>	<b>Count</b>	<b>Percent</b>
ALARM	27	3.34%
ANIMAL CONTROL	10	1.24%
ARMED ROBBERY	1	0.12%
ASSIST MOTORIST	7	0.87%
ASSIST NON-RESIDENT	2	0.25%
ASSIST OTHER AGENCY	7	0.87%
ASSIST RESIDENT	4	0.49%
BUSINESS CHECK	421	52.04%
CHASE	1	0.12%
CRIME PREVENTION	44	5.44%
DEBRIS IN ROADWAY	1	0.12%
DOMESTIC	1	0.12%
FIRE	1	0.12%
FOLLOW UP	2	0.25%
FOLLOW-UP INVESTIGATION	3	0.37%
HOUSE CHECK	105	12.98%
IMPROPER PARKING	2	0.25%
INVESTIGATION	2	0.25%
JUVENILE ISSUE	1	0.12%
LARCENY	2	0.25%
MEDICAL EMERGENCY	8	0.99%
MENTAL SUBJECT	1	0.12%
No CallType	1	0.12%
NOISE COMPLAINT	1	0.12%
ORDINANCE VIOLATION	2	0.25%
PROPERTY DAMAGE	1	0.12%
RADAR OPERATION	16	1.98%
RECOVERED PROPERTY	1	0.12%
ROAD BLOCKED	1	0.12%
SPECIAL ASSIGNMENT	2	0.25%
SPECIAL CHECK	35	4.33%
SUSPICIOUS ACTIVITY	3	0.37%
SUSPICIOUS PERSON	2	0.25%
SUSPICIOUS VEHICLE	9	1.11%
TALK WITH OFFICER	2	0.25%
TRAFFIC CONTROL	3	0.37%
TRAFFIC STOP	68	8.41%
TREE DOWN	1	0.12%
VEHICLE ACCIDENT	5	0.62%
WELFARE CHECK	3	0.37%
<b>Total Records For BILTMORE FOREST POLICE DEPARTMENT</b>	<b>809</b>	<b>Group/Total 100.00%</b>

**Total Records 809**

# BOARD OF COMMISSIONERS MEETING STAFF MEMORANDUM

March 5, 2025



## Agenda Item D-3

### Public Works Director Monthly Report

---

#### Recurring Activities:

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

- Collected 29.14 tons of garbage.
- Diverted 11.26 tons of recycled goods from garbage.
- Picked up 56 loads of brush (approximately 1,170 cubic yards) over 15 days.
- Responded to 77 total utility locate requests, comprised of 62 new requests and 15 updates.
- Visited 10 properties for tree assessments in January, reviewing 47 trees and requiring 11 replacements. We visited 6 properties in February, reviewing 15 trees, and requiring 5 replacements.
- Completed daily chlorine residual tests across town and the required two (2) bacteriological tests and two (2) disinfection byproduct tests. All tests were passed.
- Used the Beacon/Badger Meter automated meter reading system to monitor water leaks daily and attempted to contact residents of suspected leaks.
- We continued to perform litter pick-ups as needed, focusing on the entrances.

#### Miscellaneous Activities for February

- We are gearing up to provide more regular maintenance of public spaces as right-of-way debris removal activity winds down and debris removal from Town parks makes significant progress.
- The Rosebank Park playground is open and accessible to residents and should remain so, however, a full aeration/reseeding/fertilization will occur in March. Some spaces will continue to be restricted in use until grass can be reestablished.
- We have completed the removal of the remaining leaves and storm debris from the entire park.
- Staff continue to service our eleven (11) dog waste stations. Once the right-of-way storm debris is removed, we will replace damaged stations.
- Our team is continuing to collect debris with the Town brush truck by running our normal north and south routes. We do occasionally assist the larger trucks by collecting smaller piles and debris that are more easily handled by our smaller truck.

- Staff have used and will continue to use the tractor and blower to keep the roads clear of loose debris.
- We installed a new water service on Vanderbilt Road and a new meter on Cedar Hill Road this month.
- We have ordered 11 new storm drain lids/inlets to replace storm damaged inlets and anticipate them arriving in mid-March.
- We are continuing to review and respond to storm drain issues as they are uncovered and reported to the office.
- We continue to identify random storm damaged areas requiring repairs as debris is continually being removed. We continue to develop this list and work on it as able.
- We continued to repair and replace numerous traffic signs throughout town.
- I provided a list of damaged assets in town to FEMA, including four (4) fire hydrants, nine (9) streetlamps, and thirty-nine (39) traffic control signs.
- We also inventoried approximately eight (8) areas of damaged pavement, and eleven (11) damaged storm drain lids and boxes.

### Larger/Capital Projects Updates

#### *Hurricane Helene Response*

- Significant additional information is provided throughout this report and in the Manager’s report.
- We continue to meet weekly with the debris removal contractor and monitoring company to review storm clean-up activity.
- We have notified residents that the “final pass” of debris removal from rights-of-way began on March 3, 2025, and we anticipate that phase of the work to be completed by the end of March.
- As of this report, approximately 360,000 cubic yards of vegetative debris have been removed from within the Town of Biltmore Forest.
- The most recent estimates indicate that 400,000 – 425,000 cubic yards of debris will likely be collected within the Town limits.
- Approximately 130,500 cubic yards of wood chips have been processed and disposed of. Chips are being hauled to a facility in Waynesville for processing into dyed and bagged mulch.
- Chipping and chip hauling operations are currently paused until additional vegetative debris can be accumulated at the Temporary Debris Removal Site (TDMS).
- We are currently working on a potential 3-month extension for the use of the TDMS with the Biltmore Estate.
- Debris removal work is transitioning from Right-of-Way removal to the Private Property Debris Removal (PPDR) and Waterways debris removal phases.
- Manager Kanipe, Supervisor Dale and I held a kick-off meeting with our stream evaluation consultant, Jennings Environmental, on February 24<sup>th</sup>, 2025. This project involves a full

stream stabilization analysis of all waterway within the Town of Biltmore Foerst with the end product being a report of potential stream restoration projects and identification of potential funding opportunities that may be available to complete the identified projects.

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

- All pipework for this project was completed on February 7, 2025, only leaving the road paving work to complete the entirety of the work.
- Resurfacing work is scheduled to begin in March and be concluded over the course of approximately 5 working days, weather pending.
- We are combining our annual resurfacing contract with the resurfacing of the roads in the project area to create a more cohesive and complete project that will cover a larger area.
- Generally, we anticipate it to include resurfacing all of Lone Pine Road; Stuyvesant Road from Vanderbilt Road to Browntown Road; Vanderbilt Road from near the island in front of Town Hall to the southern end of Rosebank Park, and Park Road from Vanderbilt Road south to 1 Park Road.

Streetlight LED Conversions and Service Upgrades

- All streetlights were checked for operation on 2/12/2025.
- A total of nine (9) streetlights are structurally damaged or destroyed, and an additional four (4) have more minor damage to the lamps or street signs due to hurricane Helene.
- Out of the 66 total lamps, fifteen (15) are not functioning currently. This includes seven (7) of the thirteen (13) damaged lamps, and eight (8) additional lamps.
- Eight (8) of the fifteen (15) non-functional lamps have been disconnected by Duke Energy during the repairs to the power system.
- MB Haynes continues to work on the camera installations and lamp repairs.
- The camera hook-ups are completed at the following locations:
  - Vanderbilt Road/Hendersonville Road
  - Stuyvesant Road/Hilltop Road
  - Southwood Road/Brookside Road
  - Stuyvesant Road/Stuyvesant Crescent (South)
  - Stuyvesant Road/Eastwood Road
  - Busbee Road/White Oak Road
  - Browntown Road / White Oak Road
  - Vanderbilt Road/Cedarcliff Road (Offline)
  - Stuyvesant Road/Country Club (Duke needs to energize)
- We are continuing to explore options and develop recommendations for streetlight replacements and/or repairs.

Greenwood Park Improvements

- We extended the length of the swings in Greenwood Park las month to better accommodate younger users.

- We are currently obtaining pricing from a landscaping contractor to perform repairs to the stormwater basins and damaged slopes in Greenwood Park.
- We anticipate reviewing the proposal in March with work likely beginning in March or April, depending on the Contractor's schedule and favorable weather.

#### Brooklawn Park Clean-up and Trail Construction

- The majority of the debris removal is completed from within Brooklawn Park and from along the waterways in the park.
- We continue to have adjacent residents place debris in the Park, which is slowing down our responsiveness in assessing the park areas somewhat.
- Manager Kanipe, Supervisor Dale, and Commissioner Stephens met with a forestry consultant on March 4<sup>th</sup>, 2025, to discuss potential reforestation plans for the park, as well as to develop a plan for permanent invasive species removal. We will schedule a follow-up site visit with them later in March.
- As mentioned above, we held a kick-off meeting with our stream evaluation consultant, Jennings Environmental, on February 24<sup>th</sup>, 2025. Part of our meeting with them was to discuss the streams within the park and to discuss potential stabilization plans along the waterways, which will potentially include installing additional vegetation along the waterways in the park.
- Our staff worked within the park in late February to remove smaller debris that was missed by the removal contractor, and to clear the trail system so that we can evaluate any needed repairs to them. This work is anticipated to continue into March.

#### Upcoming in March

- Staff will complete the required daily chlorine and monthly bacteriological testing.
- Normally scheduled brush and leaf collection remains suspended. We are, however, using the Town brush truck every working day to run our routes and assist the debris contractor with debris removal. When asked, we coordinate our work locations with theirs, deviating from the standard routes. Work is still progressing on the North route, which is a second pass for our truck since the hurricane.
- I am advising residents to anticipate significant leaf collection delays due to the impact of additional quantities of storm debris.
- Aerating, fertilizing, and overseeding Rosebank Park was delayed but we do anticipate the work being completed in early March. The Town Hall Complex and Greenwood Park are expected to be completed in a similar time frame.
- We have completed the service of our commercial mower and replaced one mower with a new one in preparation for the summer mowing season.
- Staff will install a new water service on Cedar Hill Road.
- I anticipate obtaining a proposal to replace several sections of guardrail adjacent to the I-40 bridge on Vanderbilt Road. We are also assessing other segments of guardrail for repair throughout town.



- We will continue to replace damaged road signs as debris removal allows us to access the appropriate replacement locations. Several new signs were installed in February.
- The damaged dog waste stations will be replaced in March.
- Clean-up work will continue in Brooklawn Park.
- Storm drain repairs will continue upon receipt of new storm drain lids/inlets. Supervisor Dale and I are coordinating the final paving repairs associated with the stormwater project and combining them with our annual resurfacing contracts. We anticipate this work being performed in March.
- We are also coordinating the repairs to Greenwood Park and Brooklawn Park which we anticipate completing in March and April.

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



## MEMORANDUM

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

**From:** Tony Williams, Town Planner

**Re:** February Monthly Report

**Date:** March 11, 2025

---

### Recurring

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

### Monthly Breakdown

- Review of potential subdivisions: 0
- Land use conferences virtual/on site: 115
- Notice of violations verbal/written: 1
- Resolved violations/complaints: 0
- Complaints: (Multiple tree related complaints)
- Plans reviewed: 31
- Plans reviewed for BOA: 3
- Plans reviewed for Design Review Board: 1
- Permits issued: 16

**BOARD OF COMMISSIONERS MEETING  
STAFF MEMORANDUM  
MARCH 11, 2025**



**AGENDA ITEM E-5**

**Town Manager's Monthly Report**

---

**Debris Removal Update**

Through Tuesday, March 4, the Town has removed just over 360,000 cubic yards from the public right of way. This debris was processed into 130,000 cubic yards of mulch. The Town has alerted the public to the “last pass” for right of way pickup during the month of March. This last pass is scheduled to be completed by March 30, 2025. The contractor will begin the full push for last pass beginning the week of March 10. The Town’s debris removal focus will then shift to continued efforts on Town park property and other public properties. Brooklawn Park is nearly complete and restoration efforts within this park – and others – will be discussed in greater detail below.

The Town has received approximately 75 applications for private property debris removal (PPDR) and applications have been uploaded for FEMA’s initial review. Once the Town receives the green light, we will alert those property owners who are eligible and begin work on these properties. The Town has simultaneously worked to remove vegetative debris from waterways in the Town. This includes working with private property owners to obtain “rights of entry” allowing access into the creeks and streams on their property to protect infrastructure that may be endangered.

Each of these programs is occurring concurrently. While it may seem as though there are gaps in work, it is due to the various phases of each portion of this work.

**Wildfire Mitigation Efforts**

The Town has a significant concern over wildfire potential resulting from the amounts of vegetative debris that remain. The Town and its residents have worked hard to remove as much debris as possible and we are continuing to press others to do the same. In addition to the proposed resolution asking Duke Energy to remove vegetation from underneath live power lines, the Town is also beginning to develop its approach to working with private property owners where storm debris remains. The Town’s ordinances provide an ability to require property owners to keep their lots free from fire hazards and this is likely the approach that will be taken. Staff has contacted individual property owners where it is noticeable that storm debris remains to encourage them to take advantage of the remaining right of way removal work or the PPDR program. The Town is communicating frequently with residents about these timelines and the importance of removing the debris. We are also not under the belief that *all* wildfire risk will be eliminated – that is simply not possible in our forested environment. However, prudent land management and work can result in

significant risk reduction, and we will push property owners to do all they can to assist in this endeavor.

### **Public Space Forest Restoration Planning**

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

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

### **Private Property Restoration Recommendations**

While the work for public property is ongoing, the Town will provide information for private property owners who are interested in their own form of forest restoration. This will be done most likely via a public education session at the Town Hall or potentially at a Town event. The Town is currently reviewing options for providing native tree species seedlings for residents that can be planted and devising ways to incorporate volunteer efforts and education on invasive species removal. The hope is that this track running concurrently with the public property track will result in a robust restoration effort for the whole town.

### **Stream Restoration Planning Grant**

The Town's stream restoration planning grant project, funded through the NC Land and Water Fund, was delayed due to Hurricane Helene. The Town and its contracted consultant, Jennings Engineering, began work in late February on this project. The initial focus is on stream restoration within Brooklawn Park with the Town planning actionable items in spring 2025 as noted above. The Town's grant allows focus on *all* streams and creeks within the town limits – not just public properties – so private property owners may see individuals conducting assessments in waterways all throughout town. The Town will provide a quarterly report to the state and staff will provide a copy of these reports to the Board as they area available.

**REVENUE & EXPENDITURE STATEMENT**

07/01/2024 To 02/28/2025

Town of Biltmore Forest

FY 2024-2025

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

Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
<b>3010 Ad Valorem Tax</b>						
<b>Revenue</b>						
<b>10 General Fund</b>						
<b>3010 Ad Valorem Tax</b>						
10-3010-0000 AD VALOREM TAXES (PROPERTY)	3,042,253.00	3,066,659.21	3,066,659.21	0.00	-24,406.21	101
10-3010-0100 AD VALOREM TAXES (DMV)	123,040.00	68,762.30	68,762.30	0.00	54,277.70	56
10-3010-0200 TAX INTEREST & PENALTIES	5,000.00	7,146.55	7,146.55	0.00	-2,146.55	143
<b>3010 Ad Valorem Tax Subtotal</b>	<b>\$3,170,293.00</b>	<b>\$3,142,568.06</b>	<b>\$3,142,568.06</b>	<b>\$0.00</b>	<b>\$27,724.94</b>	<b>99</b>
<b>10 General Fund Subtotal</b>	<b>\$3,170,293.00</b>	<b>\$3,142,568.06</b>	<b>\$3,142,568.06</b>	<b>\$0.00</b>	<b>\$27,724.94</b>	<b>99</b>
<b>Revenue Subtotal</b>	<b>\$3,170,293.00</b>	<b>\$3,142,568.06</b>	<b>\$3,142,568.06</b>	<b>\$0.00</b>	<b>\$27,724.94</b>	<b>99</b>
After Transfers	<b>Excess Of Revenue Subtotal</b>	<b>\$3,170,293.00</b>	<b>\$3,142,568.06</b>	<b>\$3,142,568.06</b>	<b>\$0.00</b>	<b>99</b>
<b>3020 Unrestricted Intergovernm</b>						
<b>Revenue</b>						
<b>10 General Fund</b>						
<b>3020 Unrestricted Intergovernm</b>						
10-3020-0000 FRANCHISE & UTILITIES TAX DIST.	233,800.00	58,554.71	58,554.71	0.00	175,245.29	25
10-3020-0100 ALCOHOL BEVERAGE TAX	6,750.00	0.00	0.00	0.00	6,750.00	0
10-3020-0200 BUNCOMBE COUNTY 1% TAX	789,576.00	312,754.21	312,754.21	0.00	476,821.79	40
10-3020-0300 1/2 CENT SALES TAX A.40	340,912.00	140,652.23	140,652.23	0.00	200,259.77	41
10-3020-0400 1/2 CENT SALES TAX A.42	419,097.00	166,853.83	166,853.83	0.00	252,243.17	40
10-3020-0600 SALES TAX REFUND	15,000.00	38,557.59	38,557.59	0.00	-23,557.59	257
10-3020-0700 GASOLINE TAX REFUND	0.00	4,667.47	4,667.47	0.00	-4,667.47	*100
<b>3020 Unrestricted Intergovernm Subtotal</b>	<b>\$1,805,135.00</b>	<b>\$722,040.04</b>	<b>\$722,040.04</b>	<b>\$0.00</b>	<b>\$1,083,094.96</b>	<b>40</b>
<b>10 General Fund Subtotal</b>	<b>\$1,805,135.00</b>	<b>\$722,040.04</b>	<b>\$722,040.04</b>	<b>\$0.00</b>	<b>\$1,083,094.96</b>	<b>40</b>
<b>Revenue Subtotal</b>	<b>\$1,805,135.00</b>	<b>\$722,040.04</b>	<b>\$722,040.04</b>	<b>\$0.00</b>	<b>\$1,083,094.96</b>	<b>40</b>
After Transfers	<b>Excess Of Revenue Subtotal</b>	<b>\$1,805,135.00</b>	<b>\$722,040.04</b>	<b>\$722,040.04</b>	<b>\$0.00</b>	<b>40</b>
<b>3030 Restricted Intergovernmen</b>						
<b>Revenue</b>						
<b>10 General Fund</b>						
<b>3030 Restricted Intergovernmen</b>						
10-3030-0000 SOLID WASTE DISPOSAL TAX	1,000.00	547.88	547.88	0.00	452.12	55
10-3030-0100 POWELL BILL	75,000.00	40,386.65	40,386.65	0.00	34,613.35	54
<b>3030 Restricted Intergovernmen Subtotal</b>	<b>\$76,000.00</b>	<b>\$40,934.53</b>	<b>\$40,934.53</b>	<b>\$0.00</b>	<b>\$35,065.47</b>	<b>54</b>
<b>10 General Fund Subtotal</b>	<b>\$76,000.00</b>	<b>\$40,934.53</b>	<b>\$40,934.53</b>	<b>\$0.00</b>	<b>\$35,065.47</b>	<b>54</b>
<b>Revenue Subtotal</b>	<b>\$76,000.00</b>	<b>\$40,934.53</b>	<b>\$40,934.53</b>	<b>\$0.00</b>	<b>\$35,065.47</b>	<b>54</b>
After Transfers	<b>Excess Of Revenue Subtotal</b>	<b>\$76,000.00</b>	<b>\$40,934.53</b>	<b>\$40,934.53</b>	<b>\$0.00</b>	<b>54</b>
<b>3040 Permits &amp; Fees</b>						
<b>Revenue</b>						
<b>10 General Fund</b>						
<b>3040 Permits &amp; Fees</b>						

**REVENUE & EXPENDITURE STATEMENT**

07/01/2024 To 02/28/2025

Town of Biltmore Forest

FY 2024-2025

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

Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
10-3040-0000 ZONING PERMITS	30,000.00	32,716.00	32,716.00	0.00	-2,716.00	109
10-3040-0100 DOG LICENSE FEE	1,300.00	1,290.10	1,290.10	0.00	9.90	99
<b>3040 Permits &amp; Fees Subtotal</b>	<b>\$31,300.00</b>	<b>\$34,006.10</b>	<b>\$34,006.10</b>	<b>\$0.00</b>	<b>-\$2,706.10</b>	<b>109</b>
<b>10 General Fund Subtotal</b>	<b>\$31,300.00</b>	<b>\$34,006.10</b>	<b>\$34,006.10</b>	<b>\$0.00</b>	<b>-\$2,706.10</b>	<b>109</b>
<b>Revenue Subtotal</b>	<b>\$31,300.00</b>	<b>\$34,006.10</b>	<b>\$34,006.10</b>	<b>\$0.00</b>	<b>-\$2,706.10</b>	<b>109</b>
After Transfers	<b>Excess Of Revenue Subtotal</b>	<b>\$31,300.00</b>	<b>\$34,006.10</b>	<b>\$34,006.10</b>	<b>\$0.00</b>	<b>109</b>
<b>3050 Investment Earnings</b>						
<b>Revenue</b>						
<b>10 General Fund</b>						
<b>3050 Investment Earnings</b>						
10-3050-0000 INTEREST EARNED	233,333.00	87,609.98	87,609.98	0.00	145,723.02	38
<b>3050 Investment Earnings Subtotal</b>	<b>\$233,333.00</b>	<b>\$87,609.98</b>	<b>\$87,609.98</b>	<b>\$0.00</b>	<b>\$145,723.02</b>	<b>38</b>
<b>10 General Fund Subtotal</b>	<b>\$233,333.00</b>	<b>\$87,609.98</b>	<b>\$87,609.98</b>	<b>\$0.00</b>	<b>\$145,723.02</b>	<b>38</b>
<b>Revenue Subtotal</b>	<b>\$233,333.00</b>	<b>\$87,609.98</b>	<b>\$87,609.98</b>	<b>\$0.00</b>	<b>\$145,723.02</b>	<b>38</b>
After Transfers	<b>Excess Of Revenue Subtotal</b>	<b>\$233,333.00</b>	<b>\$87,609.98</b>	<b>\$87,609.98</b>	<b>\$0.00</b>	<b>38</b>
<b>3060 Miscellaneous</b>						
<b>Revenue</b>						
<b>10 General Fund</b>						
<b>3060 Miscellaneous</b>						
10-3060-0100 AMERICAN TOWER AGREEMENT	33,800.00	33,571.32	33,571.32	0.00	228.68	99
10-3060-0200 MISCELLANEOUS	25,000.00	117,620.26	117,620.26	0.00	-92,620.26	470
<b>3060 Miscellaneous Subtotal</b>	<b>\$58,800.00</b>	<b>\$151,191.58</b>	<b>\$151,191.58</b>	<b>\$0.00</b>	<b>-\$92,391.58</b>	<b>257</b>
<b>10 General Fund Subtotal</b>	<b>\$58,800.00</b>	<b>\$151,191.58</b>	<b>\$151,191.58</b>	<b>\$0.00</b>	<b>-\$92,391.58</b>	<b>257</b>
<b>Revenue Subtotal</b>	<b>\$58,800.00</b>	<b>\$151,191.58</b>	<b>\$151,191.58</b>	<b>\$0.00</b>	<b>-\$92,391.58</b>	<b>257</b>
After Transfers	<b>Excess Of Revenue Subtotal</b>	<b>\$58,800.00</b>	<b>\$151,191.58</b>	<b>\$151,191.58</b>	<b>\$0.00</b>	<b>257</b>
<b>3290</b>						
<b>Revenue</b>						
<b>30 Water &amp; Sewer Fund</b>						
<b>3290</b>						
30-3290-0000 INTEREST EARNED	4,400.00	2,246.27	2,246.27	0.00	2,153.73	51
<b>3290 Subtotal</b>	<b>\$4,400.00</b>	<b>\$2,246.27</b>	<b>\$2,246.27</b>	<b>\$0.00</b>	<b>\$2,153.73</b>	<b>51</b>
<b>30 Water &amp; Sewer Fund Subtotal</b>	<b>\$4,400.00</b>	<b>\$2,246.27</b>	<b>\$2,246.27</b>	<b>\$0.00</b>	<b>\$2,153.73</b>	<b>51</b>
<b>Revenue Subtotal</b>	<b>\$4,400.00</b>	<b>\$2,246.27</b>	<b>\$2,246.27</b>	<b>\$0.00</b>	<b>\$2,153.73</b>	<b>51</b>
After Transfers	<b>Excess Of Revenue Subtotal</b>	<b>\$4,400.00</b>	<b>\$2,246.27</b>	<b>\$2,246.27</b>	<b>\$0.00</b>	<b>51</b>
<b>3350 Commissions, Sw Chg Coll</b>						
<b>Revenue</b>						
<b>30 Water &amp; Sewer Fund</b>						
<b>3350 Commissions, Sw Chg Coll</b>						
30-3350-0000 COMMISSIONS, SEWER CHARGE COLL	8,000.00	5,767.33	5,767.33	0.00	2,232.67	72
<b>3350 Commissions, Sw Chg Coll Subtotal</b>	<b>\$8,000.00</b>	<b>\$5,767.33</b>	<b>\$5,767.33</b>	<b>\$0.00</b>	<b>\$2,232.67</b>	<b>72</b>

**REVENUE & EXPENDITURE STATEMENT**

07/01/2024 To 02/28/2025

Town of Biltmore Forest

FY 2024-2025

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

Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
<b>30 Water &amp; Sewer Fund Subtotal</b>	<b>\$8,000.00</b>	<b>\$5,767.33</b>	<b>\$5,767.33</b>	<b>\$0.00</b>	<b>\$2,232.67</b>	<b>72</b>
<b>Revenue Subtotal</b>	<b>\$8,000.00</b>	<b>\$5,767.33</b>	<b>\$5,767.33</b>	<b>\$0.00</b>	<b>\$2,232.67</b>	<b>72</b>
After Transfers	<b>Excess Of Revenue Subtotal</b>	<b>\$8,000.00</b>	<b>\$5,767.33</b>	<b>\$5,767.33</b>	<b>\$0.00</b>	<b>72</b>
<b>3430</b>						
<b>Revenue</b>						
<b>10 General Fund</b>						
<b>3430</b>						
10-3430-0003 GRANTS -POLICE DEPT	6,770.00	0.00	0.00	0.00	6,770.00	0
<b>3430 Subtotal</b>	<b>\$6,770.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$6,770.00</b>	<b>0</b>
<b>10 General Fund Subtotal</b>	<b>\$6,770.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$6,770.00</b>	<b>0</b>
<b>Revenue Subtotal</b>	<b>\$6,770.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$6,770.00</b>	<b>0</b>
After Transfers	<b>Deficiency Of Revenue Subtotal</b>	<b>\$6,770.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0</b>
<b>3500 Other Financing</b>						
<b>Other Financing Source</b>						
<b>10 General Fund</b>						
<b>3500 Other Financing</b>						
10-3500-0000 SALE OF PERSONAL PROPERTY	14,970.00	0.00	0.00	0.00	14,970.00	0
10-3500-0300 TRANSFER FROM FUND BALANCE	1,213,866.00	0.00	0.00	0.00	1,213,866.00	0
10-3500-0500 GRANT (GOVERNMENTAL) FUNDS	30,000.00	0.00	0.00	0.00	30,000.00	0
<b>3500 Other Financing Subtotal</b>	<b>\$1,258,836.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,258,836.00</b>	<b>0</b>
<b>10 General Fund Subtotal</b>	<b>\$1,258,836.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,258,836.00</b>	<b>0</b>
<b>Other Financing Source Subtotal</b>	<b>\$1,258,836.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,258,836.00</b>	<b>0</b>
After Transfers	<b>Deficiency Of Revenue Subtotal</b>	<b>\$1,258,836.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0</b>
<b>3710 Water Sales</b>						
<b>Revenue</b>						
<b>30 Water &amp; Sewer Fund</b>						
<b>3710 Water Sales</b>						
30-3710-0000 WATER CHARGES	641,000.00	377,293.83	377,293.83	0.00	263,706.17	59
30-3710-0100 MSD CHARGES	422,240.00	324,824.74	324,824.74	0.00	97,415.26	77
30-3710-0200 AMI TRANSMITTER CHARGES	8,867.00	5,587.56	5,587.56	0.00	3,279.44	63
<b>3710 Water Sales Subtotal</b>	<b>\$1,072,107.00</b>	<b>\$707,706.13</b>	<b>\$707,706.13</b>	<b>\$0.00</b>	<b>\$364,400.87</b>	<b>66</b>
<b>30 Water &amp; Sewer Fund Subtotal</b>	<b>\$1,072,107.00</b>	<b>\$707,706.13</b>	<b>\$707,706.13</b>	<b>\$0.00</b>	<b>\$364,400.87</b>	<b>66</b>
<b>Revenue Subtotal</b>	<b>\$1,072,107.00</b>	<b>\$707,706.13</b>	<b>\$707,706.13</b>	<b>\$0.00</b>	<b>\$364,400.87</b>	<b>66</b>
After Transfers	<b>Excess Of Revenue Subtotal</b>	<b>\$1,072,107.00</b>	<b>\$707,706.13</b>	<b>\$707,706.13</b>	<b>\$0.00</b>	<b>66</b>
<b>3730 Water Tap &amp; Connect Fees</b>						
<b>Revenue</b>						
<b>30 Water &amp; Sewer Fund</b>						
<b>3730 Water Tap &amp; Connect Fees</b>						
30-3730-0000 WATER TAP AND CONNECTION FEES	10,000.00	22,540.00	22,540.00	0.00	-12,540.00	225

**REVENUE & EXPENDITURE STATEMENT**

07/01/2024 To 02/28/2025

Town of Biltmore Forest

FY 2024-2025

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

Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
<b>3730 Water Tap &amp; Connect Fees Subtotal</b>	<b>\$10,000.00</b>	<b>\$22,540.00</b>	<b>\$22,540.00</b>	<b>\$0.00</b>	<b>-\$12,540.00</b>	<b>225</b>
<b>30 Water &amp; Sewer Fund Subtotal</b>	<b>\$10,000.00</b>	<b>\$22,540.00</b>	<b>\$22,540.00</b>	<b>\$0.00</b>	<b>-\$12,540.00</b>	<b>225</b>
<b>Revenue Subtotal</b>	<b>\$10,000.00</b>	<b>\$22,540.00</b>	<b>\$22,540.00</b>	<b>\$0.00</b>	<b>-\$12,540.00</b>	<b>225</b>
After Transfers	<b>Excess Of Revenue Subtotal</b>	<b>\$10,000.00</b>	<b>\$22,540.00</b>	<b>\$22,540.00</b>	<b>\$0.00</b>	<b>225</b>
<b>3900</b>						
<b>Other Financing Source</b>						
<b>10 General Fund</b>						
<b>3900</b>						
10-3900-4000 FINANCING PROCEEDS-LEASES	85,000.00	0.00	0.00	0.00	85,000.00	0
<b>3900 Subtotal</b>	<b>\$85,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$85,000.00</b>	<b>0</b>
<b>10 General Fund Subtotal</b>	<b>\$85,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$85,000.00</b>	<b>0</b>
<b>Other Financing Source Subtotal</b>	<b>\$85,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$85,000.00</b>	<b>0</b>
After Transfers	<b>Deficiency Of Revenue Subtotal</b>	<b>\$85,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0</b>
<b>4000</b>						
<b>Revenue</b>						
<b>40 Capital Project Fund</b>						
<b>4000</b>						
40-4000-1100 ARP DISTRIBUTION	451,275.58	0.00	0.00	0.00	451,275.58	0
<b>4000 Subtotal</b>	<b>\$451,275.58</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$451,275.58</b>	<b>0</b>
<b>40 Capital Project Fund Subtotal</b>	<b>\$451,275.58</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$451,275.58</b>	<b>0</b>
<b>Revenue Subtotal</b>	<b>\$451,275.58</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$451,275.58</b>	<b>0</b>
After Transfers	<b>Deficiency Of Revenue Subtotal</b>	<b>\$451,275.58</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0</b>
<b>4200 Administration</b>						
<b>Expenditure</b>						
<b>4200 Administration</b>						
10-4200-0200 SALARIES	357,385.00	289,005.17	289,005.17	0.00	68,379.83	81
10-4200-0500 FICA	27,340.00	21,524.61	21,524.61	0.00	5,815.39	79
10-4200-0600 HEALTH INSURANCE (MEDICAL)	41,748.00	25,960.79	25,960.79	0.00	15,787.21	62
10-4200-0650 DENTAL, VISION, LIFE INSURANCE	10,500.00	5,739.84	5,739.84	0.00	4,760.16	55
10-4200-0675 HEALTH REIMBURSEMENT ACC	7,500.00	4,000.00	4,000.00	0.00	3,500.00	53
10-4200-0700 LGERS RETIREMENT	72,478.00	59,016.91	59,016.91	0.00	13,461.09	81
10-4200-0800 401K SUPP RETIREMENT	17,869.00	13,116.20	13,116.20	0.00	4,752.80	73
10-4200-1000 ACCOUNTING & TAXES	60,000.00	51,619.35	51,619.35	0.00	8,380.65	86
10-4200-1200 POSTAGE, PRINTING, STATIONARY	12,500.00	7,063.71	8,752.60	1,688.89	3,747.40	70
10-4200-1400 MILEAGE & BOARD SALARY	21,600.00	14,802.44	14,802.44	0.00	6,797.56	69
10-4200-1500 BLDG & GRNDS MAINTENANCE	15,000.00	0.00	0.00	0.00	15,000.00	0
10-4200-1700 MAINTENANCE/REPAIRS-VEHICLES	100.00	467.92	467.92	0.00	-367.92	468
10-4200-3300 SUPPLIES AND EQUIPMENT	15,000.00	9,275.62	9,275.62	0.00	5,724.38	62
10-4200-5300 DUES & FEES	12,000.00	5,798.41	5,798.41	0.00	6,201.59	48



REVENUE & EXPENDITURE STATEMENT

Town of Biltmore Forest

07/01/2024 To 02/28/2025

FY 2024-2025

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

Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
10-4200-5700 MISCELLANEOUS	5,000.00	324.60	324.60	0.00	4,675.40	6
10-4200-6000 CAPITAL OUTLAY	40,000.00	0.00	0.00	0.00	40,000.00	0
10-4200-6500 STAFF DEVELOPMENT	20,000.00	16,869.64	20,100.05	3,230.41	-100.05	101
10-4200-8200 DEBT SERVICE LEASES-PRINCIPAL	5,400.00	4,328.80	4,328.80	0.00	1,071.20	80
10-4200-8201 DEBT SERVICE LEASES-INTEREST	2,000.00	1,795.20	1,795.20	0.00	204.80	90
<b>4200 Administration Subtotal</b>	<b>\$743,420.00</b>	<b>\$530,709.21</b>	<b>\$535,628.51</b>	<b>\$4,919.30</b>	<b>\$207,791.49</b>	<b>72</b>
<b>Expenditure Subtotal</b>	<b>\$743,420.00</b>	<b>\$530,709.21</b>	<b>\$535,628.51</b>	<b>\$4,919.30</b>	<b>\$207,791.49</b>	<b>72</b>
Before Transfers	<b>Deficiency Of Revenue Subtotal</b>	<b>-\$743,420.00</b>	<b>-\$530,709.21</b>	<b>-\$530,709.21</b>	<b>-\$4,919.30</b>	<b>71</b>
After Transfers	<b>Deficiency Of Revenue Subtotal</b>	<b>-\$743,420.00</b>	<b>-\$530,709.21</b>	<b>-\$530,709.21</b>	<b>-\$4,919.30</b>	<b>71</b>
<b>4300</b>						
<b>Expenditure</b>						
<b>4300</b>						
<b>4300 Subtotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$317.22</b>	<b>\$317.22</b>	<b>-\$317.22</b>	<b>*100</b>
<b>Expenditure Subtotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$317.22</b>	<b>\$317.22</b>	<b>-\$317.22</b>	<b>*100</b>
Before Transfers	<b>Deficiency Of Revenue Subtotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>-\$317.22</b>	<b>*0</b>
After Transfers	<b>Deficiency Of Revenue Subtotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>-\$317.22</b>	<b>*0</b>
<b>4400</b>						
<b>Revenue</b>						
<b>40 Capital Project Fund</b>						
<b>4400</b>						
40-4400-1200 FEMA GRANT REIMBURSEMENT	9,659,000.00	3,952,539.07	3,952,539.07	0.00	5,706,460.93	41
<b>4400 Subtotal</b>	<b>\$9,659,000.00</b>	<b>\$3,952,539.07</b>	<b>\$3,952,539.07</b>	<b>\$0.00</b>	<b>\$5,706,460.93</b>	<b>41</b>
<b>40 Capital Project Fund Subtotal</b>	<b>\$9,659,000.00</b>	<b>\$3,952,539.07</b>	<b>\$3,952,539.07</b>	<b>\$0.00</b>	<b>\$5,706,460.93</b>	<b>41</b>
<b>Revenue Subtotal</b>	<b>\$9,659,000.00</b>	<b>\$3,952,539.07</b>	<b>\$3,952,539.07</b>	<b>\$0.00</b>	<b>\$5,706,460.93</b>	<b>41</b>
After Transfers	<b>Excess Of Revenue Subtotal</b>	<b>\$9,659,000.00</b>	<b>\$3,952,539.07</b>	<b>\$3,952,539.07</b>	<b>\$0.00</b>	<b>41</b>
<b>5100 Police Department</b>						
<b>Expenditure</b>						
<b>5100 Police Department</b>						
10-5100-0200 SALARIES	1,100,444.00	948,730.31	948,730.31	0.00	151,713.69	86
10-5100-0300 OVERTIME	0.00	1,038.42	1,038.42	0.00	-1,038.42	*100
10-5100-0400 SEPARATION ALLOWANCE	16,445.00	0.00	0.00	0.00	16,445.00	0
10-5100-0500 FICA	84,184.00	71,359.56	71,359.56	0.00	12,824.44	85
10-5100-0600 HEALTH INSURANCE (MEDICAL)	141,944.00	106,557.70	106,557.70	0.00	35,386.30	75
10-5100-0650 DENTAL, VISION, LIFE INSURANCE	35,700.00	16,380.63	16,380.63	0.00	19,319.37	46
10-5100-0675 HRA HEALTH REIMB ACCT	25,500.00	17,375.00	17,375.00	0.00	8,125.00	68
10-5100-0700 LGERS RETIREMENT	239,016.00	197,175.91	197,175.91	0.00	41,840.09	82
10-5100-0800 401K SUPP RETIREMENT	55,022.00	43,738.83	43,738.83	0.00	11,283.17	79
10-5100-1500 MAINT/REPAIR - BLDG/GROUNDS	10,000.00	1,872.33	2,755.83	883.50	7,244.17	28
10-5100-1600 MAINT/REPAIR - EQUIPMENT	5,000.00	2,442.87	4,173.24	1,730.37	826.76	83

**REVENUE & EXPENDITURE STATEMENT**  
07/01/2024 To 02/28/2025

Town of Biltmore Forest  
FY 2024-2025

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

Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
10-5100-1700 MAINT/REPAIR - VEHICLES	25,000.00	17,329.59	19,712.82	2,383.23	5,287.18	79
10-5100-3100 MOTOR FUELS	18,000.00	12,556.72	12,556.72	0.00	5,443.28	70
10-5100-3300 SUPPLIES	10,000.00	15,200.06	16,629.26	1,429.20	-6,629.26	166
10-5100-3600 UNIFORMS	15,000.00	14,046.93	16,115.15	2,068.22	-1,115.15	107
10-5100-3700 SOFTWARE	18,725.00	888.00	1,332.00	444.00	17,393.00	7
10-5100-3800 TECHNOLOGY	102,250.00	68,126.62	68,126.62	0.00	34,123.38	67
10-5100-4000 RENTALS	505.00	0.00	0.00	0.00	505.00	0
10-5100-5700 MISCELLANEOUS	10,000.00	19,055.59	19,055.59	0.00	-9,055.59	191
10-5100-5800 PHYSICAL EXAMS	2,500.00	1,550.00	1,550.00	0.00	950.00	62
10-5100-6500 STAFF DEVELOPMENT	10,000.00	11,223.83	11,461.91	238.08	-1,461.91	115
10-5100-7400 CAPITAL EQUIPMENT PURCHASES	125,000.00	205,889.77	221,383.56	15,493.79	-96,383.56	177
10-5100-8200 DEBT SERVICE-LEASE	0.00	9,621.34	9,621.34	0.00	-9,621.34	*100
<b>5100 Police Department Subtotal</b>	<b>\$2,050,235.00</b>	<b>\$1,782,160.01</b>	<b>\$1,806,830.40</b>	<b>\$24,670.39</b>	<b>\$243,404.60</b>	<b>88</b>
<b>Expenditure Subtotal</b>	<b>\$2,050,235.00</b>	<b>\$1,782,160.01</b>	<b>\$1,806,830.40</b>	<b>\$24,670.39</b>	<b>\$243,404.60</b>	<b>88</b>
Before Transfers	<b>Deficiency Of Revenue Subtotal</b>	<b>-\$2,050,235.00</b>	<b>-\$1,782,160.01</b>	<b>-\$1,782,160.01</b>	<b>-\$24,670.39</b>	<b>87</b>
After Transfers	<b>Deficiency Of Revenue Subtotal</b>	<b>-\$2,050,235.00</b>	<b>-\$1,782,160.01</b>	<b>-\$1,782,160.01</b>	<b>-\$24,670.39</b>	<b>87</b>
<b>5200 Fire Services</b>						
<b>Expenditure</b>						
<b>5200 Fire Services</b>						
10-5200-0000 FIRE CONTRACT	425,000.00	318,750.00	318,750.00	0.00	106,250.00	75
<b>5200 Fire Services Subtotal</b>	<b>\$425,000.00</b>	<b>\$318,750.00</b>	<b>\$318,750.00</b>	<b>\$0.00</b>	<b>\$106,250.00</b>	<b>75</b>
<b>Expenditure Subtotal</b>	<b>\$425,000.00</b>	<b>\$318,750.00</b>	<b>\$318,750.00</b>	<b>\$0.00</b>	<b>\$106,250.00</b>	<b>75</b>
Before Transfers	<b>Deficiency Of Revenue Subtotal</b>	<b>-\$425,000.00</b>	<b>-\$318,750.00</b>	<b>-\$318,750.00</b>	<b>\$0.00</b>	<b>75</b>
After Transfers	<b>Deficiency Of Revenue Subtotal</b>	<b>-\$425,000.00</b>	<b>-\$318,750.00</b>	<b>-\$318,750.00</b>	<b>\$0.00</b>	<b>75</b>
<b>5600 Public Works</b>						
<b>Expenditure</b>						
<b>5600 Public Works</b>						
10-5600-0200 SALARIES	221,831.00	191,592.64	191,592.64	0.00	30,238.36	86
10-5600-0500 FICA	16,970.00	14,284.80	14,284.80	0.00	2,685.20	84
10-5600-0600 HOSPITAL INSURANCE (MEDICAL)	41,748.00	21,946.00	21,946.00	0.00	19,802.00	53
10-5600-0650 DENTAL, VISION, LIFE INSURANCE	10,500.00	3,935.04	3,935.04	0.00	6,564.96	37
10-5600-0675 HRA HEALTH REIMB ACCT	7,500.00	3,500.00	3,500.00	0.00	4,000.00	47
10-5600-0700 LGERS RETIREMENT	48,182.00	38,991.01	38,991.01	0.00	9,190.99	81
10-5600-0800 401K SUPP RETIREMENT	11,092.00	8,171.11	8,171.11	0.00	2,920.89	74
10-5600-1300 STREETLIGHTS ELECTRIC	16,800.00	7,520.50	7,520.50	0.00	9,279.50	45
10-5600-1500 MAINT/REPAIR - BLDG/GROUNDS	10,000.00	7,927.65	10,500.44	2,572.79	-500.44	105
10-5600-1600 MAINT/REPAIR- STREETLIGHTS	15,000.00	3,185.03	3,185.03	0.00	11,814.97	21
10-5600-1700 MAINT/REPAIR - VEHICLES	16,800.00	5,062.81	5,062.81	0.00	11,737.19	30
10-5600-3100 MOTOR FUELS	15,000.00	10,262.69	10,262.69	0.00	4,737.31	68

REVENUE & EXPENDITURE STATEMENT

Town of Biltmore Forest

07/01/2024 To 02/28/2025

FY 2024-2025

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

Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
10-5600-3300 SUPPLIES	9,600.00	8,425.51	8,635.01	209.50	964.99	90
10-5600-3400 STREET SIGNS & NUMBERS	1,000.00	820.50	820.50	0.00	179.50	82
10-5600-3600 UNIFORMS	10,000.00	3,548.41	5,131.59	1,583.18	4,868.41	51
10-5600-3800 TECHNOLOGY	1,680.00	715.77	715.77	0.00	964.23	43
10-5600-5200 PARKS	75,000.00	14,164.98	16,171.08	2,006.10	58,828.92	22
10-5600-5202 GREENWOOD PARK STREAM RESTORA	60,000.00	0.00	0.00	0.00	60,000.00	0
10-5600-5800 PHYSICAL EXAMS	1,000.00	0.00	0.00	0.00	1,000.00	0
10-5600-5900 MISCELLANEOUS	5,000.00	905.44	905.44	0.00	4,094.56	18
10-5600-6000 CAPITAL OUTLAY	22,800.00	0.00	0.00	0.00	22,800.00	0
10-5600-6500 STAFF DEVELOPMENT	6,000.00	5,323.57	5,622.57	299.00	377.43	94
40-5600-7401 ARP CAPITAL PROJECTS	451,275.58	120,648.15	120,648.15	0.00	330,627.43	27
40-5600-7402 CATEGORY A- DEBRIS	7,904,000.00	5,852,846.16	5,852,846.16	0.00	2,051,153.84	74
40-5600-7403 CATEGORY B- EMERGENCY PROTECTIV	175,000.00	26,600.76	26,600.76	0.00	148,399.24	15
40-5600-7404 CATEGORY C- ROADS & BRIDGES	50,000.00	0.00	0.00	0.00	50,000.00	0
40-5600-7406 CATEGORY E- PUBLIC BUILDINGS & COI	20,000.00	0.00	0.00	0.00	20,000.00	0
40-5600-7407 CATEGORY F- PUBLIC UTILITIES	200,000.00	0.00	0.00	0.00	200,000.00	0
40-5600-7408 CATEGORY G- PARKS, RECREATION, & C	850,000.00	0.00	0.00	0.00	850,000.00	0
40-5600-7409 CATEGORY Z- ADMINISTRATIVE COST	460,000.00	0.00	0.00	0.00	460,000.00	0
<b>5600 Public Works Subtotal</b>	<b>\$10,733,778.58</b>	<b>\$6,350,378.53</b>	<b>\$6,357,049.10</b>	<b>\$6,670.57</b>	<b>\$4,376,729.48</b>	<b>59</b>
<b>Expenditure Subtotal</b>	<b>\$10,733,778.58</b>	<b>\$6,350,378.53</b>	<b>\$6,357,049.10</b>	<b>\$6,670.57</b>	<b>\$4,376,729.48</b>	<b>59</b>
Before Transfers	<b>Deficiency Of Revenue Subtotal</b>	<b>-\$10,733,778.58</b>	<b>-\$6,350,378.53</b>	<b>-\$6,350,378.53</b>	<b>-\$6,670.57</b>	<b>59</b>
After Transfers	<b>Deficiency Of Revenue Subtotal</b>	<b>-\$10,733,778.58</b>	<b>-\$6,350,378.53</b>	<b>-\$6,350,378.53</b>	<b>-\$6,670.57</b>	<b>59</b>
<b>5700 Streets &amp; Transportation</b>						
<b>Expenditure</b>						
<b>5700 Streets &amp; Transportation</b>						
10-5700-1600 MAINT / REPAIR-EQUIPMENT	5,000.00	0.00	0.00	0.00	5,000.00	0
10-5700-1700 VEHICLE REPAIRS - STREET DEPT.	1,000.00	4,203.53	5,168.95	965.42	-4,168.95	517
10-5700-2200 CONTRACTS- PAVING & STRIPING	75,000.00	79,433.47	79,433.47	0.00	-4,433.47	106
10-5700-2300 SUPPLIES	9,600.00	9,753.00	12,589.69	2,836.69	-2,989.69	131
10-5700-2400 TRAFFIC SIGNS	1,000.00	0.00	0.00	0.00	1,000.00	0
10-5700-2500 STORM WATER DRAINAGE	1,100,000.00	767,311.93	767,311.93	0.00	332,688.07	70
10-5700-6500 STAFF DEVELOPMENT	2,500.00	0.00	0.00	0.00	2,500.00	0
10-5700-7400 CAPITAL EQUIPMENT PURCHASES	25,000.00	0.00	0.00	0.00	25,000.00	0
10-5700-7500 ENGINEERING	120,000.00	76,987.08	76,987.08	0.00	43,012.92	64
10-5700-8200 DEBT SERVICE LEASES-PRINCIPAL	7,700.00	5,328.96	5,328.96	0.00	2,371.04	69
10-5700-8201 DEBT SERVICE LEASES-INTEREST	3,000.00	2,225.04	2,225.04	0.00	774.96	74
<b>5700 Streets &amp; Transportation Subtotal</b>	<b>\$1,349,800.00</b>	<b>\$945,243.01</b>	<b>\$949,045.12</b>	<b>\$3,802.11</b>	<b>\$400,754.88</b>	<b>70</b>
<b>Expenditure Subtotal</b>	<b>\$1,349,800.00</b>	<b>\$945,243.01</b>	<b>\$949,045.12</b>	<b>\$3,802.11</b>	<b>\$400,754.88</b>	<b>70</b>
Before Transfers	<b>Deficiency Of Revenue Subtotal</b>	<b>-\$1,349,800.00</b>	<b>-\$945,243.01</b>	<b>-\$945,243.01</b>	<b>-\$3,802.11</b>	<b>70</b>

**REVENUE & EXPENDITURE STATEMENT**

07/01/2024 To 02/28/2025

Town of Biltmore Forest

FY 2024-2025

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

Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
After Transfers	<b>Deficiency Of Revenue Subtotal</b>	<b>-\$1,349,800.00</b>	<b>-\$945,243.01</b>	<b>-\$945,243.01</b>	<b>-\$3,802.11</b>	<b>70</b>
<b>5800 Sanitation &amp; Recycling</b>						
<b>Expenditure</b>						
<b>5800 Sanitation &amp; Recycling</b>						
10-5800-0200 SALARIES	142,326.00	129,520.45	129,520.45	0.00	12,805.55	91
10-5800-0500 FICA	10,888.00	9,826.65	9,826.65	0.00	1,061.35	90
10-5800-0600 HEALTH INSURANCE (MEDICAL)	25,012.00	17,644.40	17,644.40	0.00	7,367.60	71
10-5800-0650 DENTAL,VISION, LIFE INSURANCE	6,300.00	2,702.08	2,702.08	0.00	3,597.92	43
10-5800-0675 HRA HEALTH REIMB ACCT	4,500.00	3,000.00	3,000.00	0.00	1,500.00	67
10-5800-0700 LGERS RETIREMENT	48,182.00	25,573.64	25,573.64	0.00	22,608.36	53
10-5800-0800 401K SUPP RETIREMENT	11,092.00	5,953.52	5,953.52	0.00	5,138.48	54
10-5800-1500 GENERAL REPAIRS & MAINTENANCE	100.00	100.00	100.00	0.00	0.00	100
10-5800-1700 MAINT/REPAIRS - VEHICLES	86,400.00	20,843.77	22,611.60	1,767.83	63,788.40	26
10-5800-3100 MOTOR FUELS	24,000.00	11,585.76	11,585.76	0.00	12,414.24	48
10-5800-3300 SUPPLIES	1,000.00	1,845.89	1,845.89	0.00	-845.89	185
10-5800-3800 TECHNOLOGY	1,000.00	1,408.92	1,408.92	0.00	-408.92	141
10-5800-6000 CAPITAL OUTLAY	150,000.00	0.00	0.00	0.00	150,000.00	0
10-5800-8000 TIPPING FEES & BRUSH REMOVAL	27,000.00	13,925.54	13,925.54	0.00	13,074.46	52
10-5800-8100 RECYCLING	8,000.00	3,536.05	3,536.05	0.00	4,463.95	44
10-5800-8200 BRUSH & LEAF DISPOSAL FEES	43,200.00	4,900.00	4,900.00	0.00	38,300.00	11
10-5800-8300 DUMPSTER FEES	24,000.00	17,695.71	17,695.71	0.00	6,304.29	74
<b>5800 Sanitation &amp; Recycling Subtotal</b>	<b>\$613,000.00</b>	<b>\$270,062.38</b>	<b>\$271,830.21</b>	<b>\$1,767.83</b>	<b>\$341,169.79</b>	<b>44</b>
<b>Expenditure Subtotal</b>	<b>\$613,000.00</b>	<b>\$270,062.38</b>	<b>\$271,830.21</b>	<b>\$1,767.83</b>	<b>\$341,169.79</b>	<b>44</b>
Before Transfers	<b>Deficiency Of Revenue Subtotal</b>	<b>-\$613,000.00</b>	<b>-\$270,062.38</b>	<b>-\$270,062.38</b>	<b>-\$1,767.83</b>	<b>44</b>
After Transfers	<b>Deficiency Of Revenue Subtotal</b>	<b>-\$613,000.00</b>	<b>-\$270,062.38</b>	<b>-\$270,062.38</b>	<b>-\$1,767.83</b>	<b>44</b>
<b>6600 General Government</b>						
<b>Expenditure</b>						
<b>6600 General Government</b>						
10-6600-0400 OUTSIDE PROFESSIONAL SERVICES	50,000.00	2,425.00	2,425.00	0.00	47,575.00	5
10-6600-0401 LEGAL SERVICES	24,000.00	15,553.50	15,553.50	0.00	8,446.50	65
10-6600-1100 TECHNOLOGY	125,000.00	95,392.24	101,252.13	5,859.89	23,747.87	81
10-6600-1300 MUNICIPAL UTILITIES	24,000.00	19,461.03	19,461.03	0.00	4,538.97	81
10-6600-1500 GE. REPS. AND MAINT.	40,000.00	19,662.16	19,662.16	0.00	20,337.84	49
10-6600-2800 ELECTIONS	1,000.00	0.00	0.00	0.00	1,000.00	0
10-6600-5400 INSURANCE	120,000.00	124,398.10	124,398.10	0.00	-4,398.10	104
10-6600-6000 CONTINGENCY	260,708.00	0.00	0.00	0.00	260,708.00	0
10-6600-6100 MISCELLANEOUS	5,000.00	2,595.14	2,595.14	0.00	2,404.86	52
10-6600-6201 CORPORATE WELLNESS	12,000.00	977.42	977.42	0.00	11,022.58	8
10-6600-6300 COMMUNITY EVENTS	50,000.00	15,905.87	18,990.47	3,084.60	31,009.53	38

REVENUE & EXPENDITURE STATEMENT

07/01/2024 To 02/28/2025

Town of Biltmore Forest

FY 2024-2025

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

Account	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
10-6600-6400 WILDLIFE MANAGEMENT	5,000.00	670.00	670.00	0.00	4,330.00	13
10-6600-6500 FOREST MANAGEMENT	60,000.00	138,054.00	138,054.00	0.00	-78,054.00	230
<b>6600 General Government Subtotal</b>	<b>\$776,708.00</b>	<b>\$435,094.46</b>	<b>\$444,038.95</b>	<b>\$8,944.49</b>	<b>\$332,669.05</b>	<b>57</b>
<b>Expenditure Subtotal</b>	<b>\$776,708.00</b>	<b>\$435,094.46</b>	<b>\$444,038.95</b>	<b>\$8,944.49</b>	<b>\$332,669.05</b>	<b>57</b>
Before Transfers	<b>Deficiency Of Revenue Subtotal</b>	<b>-\$776,708.00</b>	<b>-\$435,094.46</b>	<b>-\$435,094.46</b>	<b>-\$8,944.49</b>	<b>56</b>
After Transfers	<b>Deficiency Of Revenue Subtotal</b>	<b>-\$776,708.00</b>	<b>-\$435,094.46</b>	<b>-\$435,094.46</b>	<b>-\$8,944.49</b>	<b>56</b>
<b>6700 Debt Service</b>						
<b>Expenditure</b>						
<b>6700 Debt Service</b>						
10-6700-0500 Public Works Building-Principal	84,211.00	42,105.26	42,105.26	0.00	42,105.74	50
10-6700-0600 NCDEQ LOAN STRM REST	14,600.00	0.00	0.00	0.00	14,600.00	0
10-6700-1500 Public Works Building-Interest	12,025.00	6,366.31	6,366.31	0.00	5,658.69	53
<b>6700 Debt Service Subtotal</b>	<b>\$110,836.00</b>	<b>\$48,471.57</b>	<b>\$48,471.57</b>	<b>\$0.00</b>	<b>\$62,364.43</b>	<b>44</b>
<b>Expenditure Subtotal</b>	<b>\$110,836.00</b>	<b>\$48,471.57</b>	<b>\$48,471.57</b>	<b>\$0.00</b>	<b>\$62,364.43</b>	<b>44</b>
Before Transfers	<b>Deficiency Of Revenue Subtotal</b>	<b>-\$110,836.00</b>	<b>-\$48,471.57</b>	<b>-\$48,471.57</b>	<b>\$0.00</b>	<b>44</b>
After Transfers	<b>Deficiency Of Revenue Subtotal</b>	<b>-\$110,836.00</b>	<b>-\$48,471.57</b>	<b>-\$48,471.57</b>	<b>\$0.00</b>	<b>44</b>
<b>8100 Water Dept.</b>						
<b>Expenditure</b>						
<b>8100 Water Dept.</b>						
30-8100-0200 SALARIES	199,205.00	120,744.06	120,744.06	0.00	78,460.94	61
30-8100-0400 PROFESSIONAL SERVICES	20,000.00	16,605.26	17,790.30	1,185.04	2,209.70	89
30-8100-0500 FICA	15,239.00	9,039.27	9,039.27	0.00	6,199.73	59
30-8100-0600 HEALTH INSURANCE (MEDICAL)	0.00	15,639.36	15,639.36	0.00	-15,639.36	*100
30-8100-0650 DENTAL, VISION, LIFE INSURANCE	0.00	2,976.64	2,976.64	0.00	-2,976.64	*100
30-8100-0675 HRA HEALTH REIMBURSEMENT ACCT	0.00	2,500.00	2,500.00	0.00	-2,500.00	*100
30-8100-0700 LGERS RETIREMENT	40,399.00	24,822.34	24,822.34	0.00	15,576.66	61
30-8100-0800 401K SUPP RETIREMENT	9,960.00	7,243.38	7,243.38	0.00	2,716.62	73
30-8100-1200 POSTAGE, PRINTING, & STATIONARY	2,000.00	0.00	0.00	0.00	2,000.00	0
30-8100-1500 GENERAL REPAIRS	15,000.00	0.00	0.00	0.00	15,000.00	0
30-8100-3300 SUPPLIES & EQUIPMENT	15,000.00	27,075.16	27,075.16	0.00	-12,075.16	181
30-8100-4800 WATER PURCHASES	215,545.00	88,939.06	88,939.06	0.00	126,605.94	41
30-8100-4900 SEWER PURCHASES	422,240.00	180,474.12	180,474.12	0.00	241,765.88	43
30-8100-5000 AMI TRANSMITTER FEES	8,867.00	5,304.39	5,304.39	0.00	3,562.61	60
30-8100-5700 MISCELLANEOUS	0.00	184.78	184.78	0.00	-184.78	*100
30-8100-6500 STAFF DEVELOPMENT	2,500.00	650.00	650.00	0.00	1,850.00	26
30-8100-7400 CAPITAL IMPROVEMENT	128,552.00	0.00	0.00	0.00	128,552.00	0
<b>8100 Water Dept. Subtotal</b>	<b>\$1,094,507.00</b>	<b>\$502,197.82</b>	<b>\$503,382.86</b>	<b>\$1,185.04</b>	<b>\$591,124.14</b>	<b>46</b>
<b>Expenditure Subtotal</b>	<b>\$1,094,507.00</b>	<b>\$502,197.82</b>	<b>\$503,382.86</b>	<b>\$1,185.04</b>	<b>\$591,124.14</b>	<b>46</b>

**REVENUE & EXPENDITURE STATEMENT**

07/01/2024 To 02/28/2025

Town of Biltmore Forest

FY 2024-2025

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

Account		Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Encumbrance (\$)	Remaining Balance (\$)	% Used
Before Transfers	<b>Deficiency Of Revenue Subtotal</b>	<b>-\$1,094,507.00</b>	<b>-\$502,197.82</b>	<b>-\$502,197.82</b>	<b>-\$1,185.04</b>		<b>46</b>
After Transfers	<b>Deficiency Of Revenue Subtotal</b>	<b>-\$1,094,507.00</b>	<b>-\$502,197.82</b>	<b>-\$502,197.82</b>	<b>-\$1,185.04</b>		<b>46</b>

**BOARD OF COMMISSIONERS MEETING  
STAFF MEMORANDUM  
MARCH 11, 2025**



**AGENDA ITEM G-1**

**CONSIDERATION OF ORDINANCE 2025-02  
An Ordinance to Amend the Town Code**

---

**Background**

Last month, the Board discussed necessary amendments to the Town's existing door-to-door solicitation ordinance, specifically to reflect legal protections for political and religious canvassing. Town Attorney Billy Clarke has prepared an ordinance for the Board's consideration, amending the Town's ordinance appropriately.

**Attachment**

Ordinance 2025-02 – An Ordinance to Amend the Town Code

**ORDINANCE 2025-02**

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

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

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

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

**NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF BILTMORE FOREST THAT CHAPTER 130, SECTION .04 OF THE TOWN OF BILTMORE FOREST CODE OF ORDINANCES, BE AMENDED AS FOLLOWS:**

**SECTION 1.**

**130.04 REGULATION OF SOLICITATION**

Solicitation on private property within the Town of Biltmore Forest for commercial purposes is not allowed. Solicitation for charitable, religious, educational and political purposes within the Town is allowed. The Town recognizes and acknowledges that free speech rights associated with charitable, religious, educational and political purposes are protected under the United States Constitution. The Town reserves the right to impose reasonable limitations on such solicitation to protect the safety and security of its residents. Private property owners always have the right to limit or prohibit solicitation for any purpose on their property.

**SECTION 2. EFFECTIVE DATE**

This ordinance amendment shall take effect upon adoption.

\_\_\_\_\_  
Date

\_\_\_\_\_  
George F. Goosmann, III  
Mayor

\_\_\_\_\_  
Laura Jacobs  
Town Clerk



**BOARD OF COMMISSIONERS MEETING**  
**STAFF MEMORANDUM**  
**MARCH 11, 2025**



**AGENDA ITEM G-2**

**CONSIDERATION OF RESOLUTION 2025-03**  
**A Resolution Requesting Duke Energy to Remove**  
**Vegetative Debris for Wildfire Prevention**

---

**Background**

The Town's debris removal program has been in full force since October 12, 2024. To date, the Town has removed over 361,000 cubic yards of vegetative debris from the rights of way and Town public property. The Town's citizens have done an amazing job bringing this debris to the right of way for proper disposal. All these efforts help protect the Town from the potential for wildfires to occur because of the dried vegetation in and around the area.

There will never be a full wildfire free zone within a forested environment such as the Town. However, the work performed by the Town and its citizens have decreased the likelihood of a wildfire incident. The Town's chief concern at this time is the vegetative debris left on the ground by Duke Energy as they were restoring power to the Town. The Town understands the difficulty Duke faced in replacing most of the Town's above ground utility system after Hurricane Helene, and the Town is appreciative of the speed and teamwork exhibited by Duke to restore service to all town residents. However, lines carrying electricity that remain above ground (mostly in the northern portion of Town) cause concern when there is significant dried vegetation left on the ground underneath them. Further, Duke's right-of-way trimming program within the Town and specialized vegetation removal efforts for line segments more susceptible to outages have always included full removal of the vegetation from underneath these lines.

The Town is unable to remove this debris through the FEMA reimbursement process. Property owners with easements to Duke Energy have relied upon Duke to maintain these rights of way in appropriate manners – including ensuring demonstrable hazards are removed. Recent wildfires in McDowell County and Polk County are direct examples of dried vegetation catching on fire because of a fallen power line. The density of properties within the Town is also problematic as there are not vast acres of undeveloped land where wildfire containment may occur.

The attached resolution requests Duke Energy to remove the vegetative debris from underneath live power lines. The Town and its residents are working diligently and proactively to mitigate potential wildfire risks, and the expectation is that Duke Energy will do the same.

**Attachment**

Resolution 2025-03 – A Resolution Requesting Duke Energy to Remove Vegetative Debris for Wildfire Prevention



Adopted, this the 11<sup>th</sup> day of March, 2025.

---

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

---

Laura M. Jacobs  
Town Clerk

**BOARD OF COMMISSIONERS MEETING**  
**STAFF MEMORANDUM**  
**MARCH 11, 2025**



**AGENDA ITEM G-3**

**CONSIDERATION OF RESOLUTION 2025-04**

**A Resolution Approving a Memorandum of Understanding between the Town and NC Department of Transportation (NCDOT) for Continuing, Cooperative, and Comprehensive Transportation Planning Services**

---

**Background**

The Town participates in the Metropolitan Planning Organization (MPO) as a member organization. Commissioner Drew Stephens serves as the Town's designee to the MPO. The French Broad River Metropolitan Planning Organization (FBRMPO) is a partnership between local and state government that makes decisions about transportation planning in urbanized areas and meets planning requirements established by federal authorizing legislation for transportation funding. In addition, FBRMPO is required to prepare long range transportation plans for the planning area with a minimum 20-year horizon. Additional tasks include developing an annual planning work program and assistance in prioritization of projects to be included in the State Transportation Improvement Program (NCDOT's funding for a 10-year period).<sup>1</sup>

From time to time, the Town and all local government entities are required to reaffirm a memorandum of understanding between the NC Department of Transportation and its member agencies that reflects the MPO's continuing, cooperative, and comprehensive transportation planning services for the region and its member jurisdictions. The new Memorandum of Understanding would be adopted by the Board after approval of the attached resolution.

**Attachments**

1. Resolution 2025-04 – Resolution Approving the Memorandum of Understanding
2. Memorandum of Understanding, including Attachment A – MPO Service Area

---

<sup>1</sup> <https://frenchbroadrivermpo.org/about-us/>



Adopted by the Town of Biltmore Forest in regular session this 11<sup>th</sup> day of March, 2025.

---

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

---

Laura M. Jacobs

**MPO MEMORANDUM OF UNDERSTANDING  
FOR  
CONTINUING, COOPERATIVE AND COMPREHENSIVE TRANSPORTATION  
PLANNING**

Between

THE CITY/TOWN/VILLAGE/COUNTY OF ASHEVILLE, BILTMORE FOREST, BLACK MOUNTAIN, BUNCOMBE, CANTON, CLYDE, FLAT ROCK, FLETCHER, HAYWOOD, HENDERSON, HENDERSONVILLE, LAUREL PARK, MADISON, MAGGIE VALLEY, MARS HILL, MILLS RIVER, MONTREAT, WAYNESVILLE, WEAVERVILLE, WOODFIN AND THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter collectively, "the parties"),  
IN COOPERATION WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION

WITNESSETH;

THAT WHEREAS, the parties desire to enter into a Memorandum of Understanding for Cooperative, Comprehensive, and Continuing Transportation Planning, regarding the French Broad River Metropolitan Planning Organization (MPO); and

WHEREAS, each MPO is required to develop a Metropolitan Transportation Plan in cooperation with NCDOT and in accordance with 23 U.S.C., Section 134, and a Comprehensive Transportation Plan as per Chapter 136, Article 3A, Section 136-66.2(a) of the General Statutes of North Carolina, and any subsequent applicable amendments to these statutes and any implementing regulations; and

WHEREAS, these transportation plans, once adopted by the MPO and NCDOT, shall be the basis for future transportation improvements within the MPO.

NOW THEREFORE, the following Memorandum of Understanding is made:

**Section 1: Establishment of the French Broad River Metropolitan Planning Organization (MPO)**

It is hereby agreed that the parties, in cooperation with the UNITED STATES DEPARTMENT OF TRANSPORTATION, will participate in a continuous planning process as related in the following paragraphs:

1. The area involved, the French Broad River Metropolitan Planning Area, will be the Asheville Urbanized Area as defined by the United States Department of Commerce, Bureau of the Census, including that area beyond the existing urbanized area boundary that is expected to become urban within a twenty year

planning period. This area is hereinafter referred to as the Metropolitan Planning Area (MPA).

2. The MPA will be periodically reassessed and revised in the light of new developments and basic data projections.
3. Transportation planning will be a continuing, comprehensive, and cooperative process and all planning discussions will be reflective of and responsive to the programs of the NCDOT, and to the comprehensive plans for growth and development of the City of Asheville, Town of Biltmore Forest, Town of Black Mountain, Buncombe County, Town of Canton, Town of Clyde, Village of Flat Rock, Town of Fletcher, Haywood County, Henderson County, City of Hendersonville, Henderson County, Town of Laurel Park, Madison County, Town of Maggie Valley, Town of Mars Hill, Town of Mills River, Town of Montreat, Town of Waynesville, Town of Weaverville, and Town of Woodfin.
4. The continuing transportation planning process will be in accordance with the intent, procedures, and programs of Title VI of the Civil Rights Act of 1964, as amended.
5. Transportation policy decisions within the planning area are the responsibility of the MPO in cooperation with the Asheville City Council, Town of Biltmore Forest Board of Commissioners, Black Mountain Town Council, Buncombe County Board of Commissioners, Canton Board of Aldermen, Clyde Board of Aldermen, Village of Flat Rock Council, Fletcher Town Council, Haywood County Board of Commissioners, Henderson County Board of Commissioners, Hendersonville City Council, Laurel Park Town Council, Madison County Board of Commissioners, Maggie Valley Board of Aldermen, Mars Hill Town Council, Mills River Town Council, Montreat Board of Commissioners, Waynesville Town Council, Weaverville Town Council, Woodfin Town Council, and the NCDOT.
6. Transportation plans and programs and land use policies and programs, for the MPA, having regional impacts will be coordinated with MPOs and RPOs that share a boundary with the MPO, and other municipalities and counties in the region.

## **Section 2: Establishment of a Governing Board**

A French Broad River Metropolitan Planning Organization Governing Board, hereinafter referred to as the Board, is hereby established with the responsibility for serving as a forum for cooperative transportation planning decision making for the MPO. The Board



is the policy board of the MPO. By definition, in 23 U.S.C. §134(b)(2), the Board is the MPO.

1. The Board shall consist of representatives appointed by member Boards of Local Government and members of the North Carolina Board of Transportation (BOT). Each member Board of Local Government and the BOT may also, at its sole discretion, appoint an alternate member to serve in the member's absence. The Board representative and the alternate member appointed by Boards of Local Government must be an elected official of the appointing Board of Local Government.
2. Every voting Board member and alternate shall comply with the State Government Ethics Act as per Chapter 138A of the NC General Statutes and the Ethics provisions of Chapter 136-200.2 of the NC General Statutes.
3. The Board members shall have the responsibility for keeping their respective Boards of Local Government informed of the status and requirements of the transportation planning process; assisting in the dissemination and clarification of the decisions, inclinations, and policies of the boards; and ensuring meaningful public participation in the transportation planning process.
4. The Board, in cooperation with NCDOT, will be responsible for carrying out the provisions of 23 U.S.C. 134 and NC General Statutes, Chapter 136, including, but not limited to:
  - a. Review and approval of the MPO Unified Planning Work Program, which defines work tasks and responsibilities for the various agencies participating in the transportation planning process;
  - b. Review and approval of changes to the Urbanized Area Boundary and the Metropolitan Planning Area Boundary;
  - c. Review and approval of the MPO's Transportation Improvement Program (TIP) for multi-modal capital and operating expenditures and to ensure coordination between local and State capital and operating improvement programs;
  - d. Endorsement, review and approval of changes to the MPO's adopted Metropolitan Transportation Plan and Comprehensive Transportation Plan. As required by the North Carolina General Statutes Section 136-66.2(d), revisions to the Comprehensive Transportation Plan must be adopted by both the MPO and the NCDOT;

- e. Review and approval of the Public Participation Plan to ensure the public is given ample opportunity to participate in the transportation planning process.
  - f. Development and approval of the Congestion Management Process, the regionally-accepted approach for identifying and implementing strategies to manage congestion that meet State and local needs.
  - g. Endorsement, review and approval of changes to the Federal-Aid Functional Classification System and the Asheville adjusted urbanized area;
  - h. Establishment of goals and objectives for the transportation planning process;
  - i. Provide local input to North Carolina’s transportation project prioritization process; and
  - j. Adoption of Bylaws for the purpose of establishing operating policies and procedures.
  - k. Any other NCDOT, State, and/or Federal required plans and/or documentation, including amendments or modifications to these documents
5. Board Members will vote on matters pursuant to the authority granted by their respective governmental body.

When any project is on an Interstate route, a limited-access highway, or is on a designated Strategic Highway Corridor, any member of the Board may call for a weighted vote regarding project-specific decisions related to the MTIP. The weighted vote must take place at a duly advertised meeting of the Board in which a quorum is present. In a weighed vote, votes of Board members from “directly impacted” jurisdictions will be weighted according to the following table:

<b>Governmental Body</b>	<b>Voting Status</b>	<b>Number of Votes (unweighted)</b>	<b>Weighted votes</b>
Buncombe County	Yes	2	6
Haywood County	Yes	2	6
Henderson County	Yes	2	6
Madison County	Yes	1	3
City of Asheville	Yes	2	6
Town of Biltmore Forest	Yes	1	3
Town of Black Mountain	Yes	1	3

Town of Canton	Yes	1	3
Town of Clyde	Yes	1	3
Town of Flat Rock	Yes	1	3
Town of Fletcher	Yes	1	3
City of Hendersonville	Yes	1	3
Town of Laurel Park	Yes	1	3
Town of Maggie Valley	Yes	1	3
Town of Mars Hill	Yes	1	3
Town of Mills River	Yes	1	3
Town of Montreat	Yes	1	3
Town of Waynesville	Yes	1	3
Town of Weaverville	Yes	1	3
Town of Woodfin	Yes	1	3
NCDOT Board of Transportation (Representative for Division 13)	Yes	1	1
NCDOT Board of Transportation (Representative for Division 14)	Yes	1	1
Rural Transit Representative	Yes	1	1
Urban Transit Representative	Yes	1	1
<b>Total number of voting members</b>		<b>28</b>	<b>76*</b>

\*Weighted votes are subject to the weighted vote provisions and unlikely to include weighted votes for all voting members.

“Directly Impacted” Defined. “Directly impacted” jurisdictions shall include Municipalities where any portion of the project is within the Municipality’s corporate limits or sphere of influence, and shall include Counties where any portion of the project is within the County’s unincorporated area and outside the sphere of influence of any municipality. Sphere of influence shall include extraterritorial jurisdiction, pending annexation areas, or areas covered by a Resolution of Intent to annex.

**Veto Power**

When any project is on a road that does not carry an Interstate route designation, is not located on a limited-access highway, or is not a designated Strategic Highway Corridor, any member of the Board shall be allowed to call for a veto vote to determine whether a selected project will be excluded from the TIP. In a veto vote, members from jurisdictions that are “directly impacted” by the project may vote to exclude a project from the TIP, provided that every

Board members from the “directly impacted” jurisdictions must be present, and must unanimously vote for the veto. The call for a veto vote can only take place at a duly advertised meeting of the Board in which a quorum is present.

Representatives from each of the following bodies will serve as non-voting members of the Board:

<b>Organization</b>	<b>Voting Status</b>
Federal Highway Administration (FHWA) North Carolina Div.	No
Federal Transit Administration (FTA)	No

**Appointment of Transit Representative Positions**

The Urban and Rural Transit Representative positions will be appointed for two-year terms.

Urban Transit Representatives will appointed for two-year terms by jurisdictions eligible to receive FTA 5307 funding in the MPO Planning Area. Jurisdictions will rotate appointment responsibilities every two years.

Rural Transit Representatives will appointed for two-year terms by jurisdictions eligible to receive FTA 5311 funding in the MPO Planning Area. Jurisdictions will rotate appointment responsibilities every two years.

6. On the basis of majority vote, the Board may appoint a member of the Committee to act as Chairperson with the responsibility for coordination of the Committee's activities. A staff member of the French Broad River Metropolitan Planning Organization will serve as Secretary to the Committee. A member of any local elected board may serve as an alternate to the designated Board member for each member. The MPO staff shall be notified of changes in Board members and Board alternate members each year and/or as changes are made. As established in its Bylaws, the Board may create subcommittees to assist it in carrying out its responsibilities. Board will meet with the necessary regularity to ensure adequate performance of duties as described herein.

### **Section 3: Establishment of a Technical Coordinating Committee**

**A Technical Coordinating Committee (TCC)** shall be established with the responsibility of general review, guidance, and coordination of the transportation planning process for the planning area and with the responsibility for making recommendations to the respective local and State governmental agencies and the Board regarding any necessary actions relating to the continuing transportation planning process.

1. The TCC shall be responsible for development, review and recommendation for approval by the Board of the Unified Planning Work Program, Transportation Improvement Program, Metropolitan Planning Area Boundary, Metropolitan Transportation Plan, Comprehensive Transportation Plan, Public Participation Plan, and any other NCDOT, State, and/or Federal required plans and/or documentation, including amendments or modifications to these documents.
2. Membership of the TCC shall include technical representatives from all local and State governmental agencies directly related to and concerned with the transportation planning process for the planning area. The TCC shall be comprised of the following members:

<b>TCC Member Organization</b>	<b>Voting Status</b>	<b>No. of Votes</b>
City of Asheville	Yes	1
Town of Biltmore Forest	Yes	1
Town of Black Mountain	Yes	1
Buncombe County	Yes	1
Town of Canton	Yes	1
Town of Clyde	Yes	1
Village of Flat Rock	Yes	1
Town of Fletcher	Yes	1
Haywood County	Yes	1
Henderson County	Yes	1
City of Hendersonville	Yes	1
Town of Laurel Park	Yes	1
Madison County	Yes	1
Town of Maggie Valley	Yes	1
Town of Mars Hill	Yes	1
Town of Mills River	Yes	1
Town of Montreat	Yes	1
Town of Waynesville	Yes	1
Town of Weaverville	Yes	1
Town of Woodfin	Yes	1
NCDOT Division 13	Yes	1
NCDOT Division 14	Yes	1
NCDOT Transportation Planning Division	Yes	1
City of Asheville Public Transit	Yes	1
Henderson County Public Transit	Yes	1
Buncombe County Public Transit	Yes	1
Haywood County Public Transit	Yes	1
Land of Sky Rural Planning Organization	Yes	1
<b>Total number of voting members</b>		<b>28</b>

Representatives from each of the following bodies will serve as non-voting members of the Technical Coordinating Committee:

<b>Organization</b>	<b>Voting Status</b>
Federal Highways Administration (FHWA)	No
Federal Transit Administration (FTA)	No
Land of Sky Regional Council (LOSRC)	No
Asheville Regional Airport	No
WNC Regional Air Quality Agency	No
NCDOT Regional Safety Engineer	No
NCDOT Freight Representative	No
NCDOT Rail Representative	No
NCDOT Integrated Mobility Division	No
Regional Housing Representative	No
Vulnerable Road Users Representative	No

Appointment of FHWA, FTA, LOSRC, Asheville Regional Airport, WNC Regional Air Quality Agency, and NCDOT positions will be made by those agencies. Appointment of the Regional Housing Representative and Vulnerable Road Users Representative will be at-large appointments, subject to approval by the TCC and Board.

3. The TCC shall meet when it is deemed appropriate and advisable, but will meet with the necessary regularity to ensure adequate performance of duties as described herein. On the basis of majority vote of its membership, the TCC may appoint a member of the Committee to act as Chairperson with the responsibility of coordination of the Committee’s activities. On the basis of majority vote of its membership, the TCC may also appoint a Vice-Chair to lead meetings in the absence of the Chair. Membership to the TCC may be altered on the basis of a majority vote of its membership, provided all agencies with Board membership are represented. TCC membership changes must be approved by the Board.

**Section 4: MPO Meetings**

The Board and TCC, as well as any established subcommittees, are responsible for carrying out the provisions of North Carolina General Statute Chapter 143, Article 33C regarding open meetings, and Chapter 132 regarding public records. In addition:

1. A quorum is required for transaction of all business, including conducting meetings or hearings, participating in deliberations, or voting upon or otherwise

transacting public business. A quorum consists of 51% of the active members of the Board or TCC, plus as many additional members as may be required to ensure that 51% of possible votes are present. Vacant seats will not count against the quorum.

2. Members or alternates should be identified by name on the meeting attendance log.
3. Per NCGS 143-318.13, regarding TCC and/or Board meetings that are held by use of conference telephone or other electronic means, the LPA shall provide a location and means whereby members of the public may listen to the meeting.
4. Electronic meetings and voting are allowed as long as proper public notice is given and meeting materials are available to the public upon request. Minutes of meetings at which remote participation occurs should reflect which members are physically present and which are not. They should also reflect when members are excused from voting or are excused to leave or rejoin the meeting, just as they would for members who are physically present.
5. Any member who does not attend two consecutive Board/TCC meetings will not be included as part of the membership needed to obtain a quorum after the second meeting. Membership, however, is immediately reinstated by the presence of the most recently appointed member (or his alternate) at any future meeting.

### **Section 5: Lead Planning Agency Responsibility**

The Land of Sky Regional Council shall serve as the Lead Planning Agency and will provide the staff of the MPO, including a Secretary to the Board and the TCC. As such, Land of Sky Regional Council staff will maintain the official records of the MPO and all state and federal reporting and budgetary requirements in cooperation with the NCDOT staff. The Land of Sky Regional Council will further assist in the transportation planning process by providing planning assistance, data and inventories in accordance with the Unified Planning Work Program. Additionally, the Land of Sky Regional Council shall coordinate zoning and subdivision approvals within its jurisdiction in accordance with the adopted Comprehensive Transportation Plan.

The Land of Sky Regional Council will be responsible for initially expending locally derived funds and seeking reimbursement from NCDOT in accordance with the respective funding source.

The Land of Sky Regional Council will be responsible for the following functions:



1. Providing a secretary for the Board and the TCC
2. Arranging meetings and agenda
3. Maintaining minutes and records
4. Preparing a Prospectus and Unified Planning Work Program
5. Serving as custodian of all MPO plans and documents
6. Collecting from local governments minutes and resolutions that document transportation plan revisions, and submitting these for mutual adoption by the NCDOT
7. Monitoring the transportation planning process to ensure its execution is in accordance with the MPO goals and objectives
8. Performing other coordinating functions as assigned by the Board as needed
9. Lead responsibility for structuring public involvement in the transportation planning process
10. Preparation of the PL Expenditure Report and other grant/fund management.

The NCDOT will assist in the transportation planning process by providing planning assistance, data and inventories in accordance with the Unified Planning Work Program. The Transportation Planning Division will designate a French Broad River Metropolitan Planning Organization Coordinator to serve as Staff liaison and participant in the French Broad River Metropolitan Planning Organization planning process.

### **Section 6: Cost Sharing**

Activities of the MPO, as set forth in the annually adopted Unified Planning Work Program, are funded with Federal Planning funds distributed through the North Carolina Department of Transportation. These funds require a twenty percent (20%) local match. Dues-paying local government members that are parties to the Memorandum of Understanding agree to fund the local match in an amount in direct proportion to their share of the total population contained in the approved Metropolitan Planning Area. Population figures for determination of local match contribution shall be determined based on the most recent Federal Decennial Census. This funding share shall be invoiced on a regular basis by the Land of Sky Regional Council, acting as Lead Planning Agency, and as recipient of the Federal Planning funds distributed by the North Carolina Department of Transportation. Annual local match funds are non-refundable.

Dues-Paying Members and Responsibilities

<b>Dues-Paying Member</b>	<b>Jurisdictions Included in Population Calculations</b>
City of Asheville	City of Asheville
Buncombe County	Unincorporated Buncombe County (within the MPO Planning Area, Town of Biltmore Forest, Town of Black Mountain, Town of Montreat, Town of Weaverville, Town of Woodfin
Haywood County	Unincorporated Haywood County within the MPO Planning Area, Town of Canton, Town of Clyde, Town of Maggie Valley
Henderson County	Unincorporated Henderson County within the MPO Planning Area, Village of Flat Rock, Town of Fletcher, Town of Laurel Park, Town of Mills River
City of Hendersonville	City of Hendersonville
Madison County	Unincorporated Madison County within the MPO Planning Area, Town of Mars Hill
Town of Waynesville	Town of Waynesville

Any member jurisdiction of the MPO may request planning funds for special studies with local match provided from a single jurisdiction. Those items will be highlighted in the Board-approved UPWP and not be calculated as part of regular MPO dues.

**Section 7: Withdrawal from the French Broad River Metropolitan Planning Organization**






Parties to this Memorandum of Understanding may terminate their participation in the continuing transportation planning process by giving 180 days written notice to the other parties prior to the date of termination.

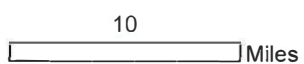
**Section 8:**

In witness whereof, the parties of this Memorandum of Understanding have been authorized by appropriate and proper resolutions to sign the same, the City of Asheville by its Mayor, The Town of Biltmore Forest by its Mayor, The Town of Black Mountain by its Mayor, the Town of Canton by its Mayor, the Town of Clyde by its Mayor, the Village of Flat Rock by its Mayor, the Town of Fletcher by its Mayor, the City of Hendersonville by its Mayor, the Town of Laurel Park by its Mayor, the Town of Maggie Valley by its Mayor, the Town of Mars Hill by its Mayor, the Town of Mills River by its Mayor, the Town of Montreat by its Mayor, the Town of Waynesville by its Mayor, the Town of Weaverville by its Mayor, the Town of Woodfin by its Mayor, Buncombe County by its Chairman of the Board of Commissioners, Haywood County by the Chairman of the Board of Commissioners, Henderson County by the Chairman of the Board of Commissioners, Madison County by the Chairman of the Board of Commissioners, and the North Carolina Department of Transportation by the Secretary of Transportation. This Memorandum of Understanding becomes effective as of the last day signed. The following pages comprise the signature pages from each party to this Memorandum.

**APPENDIX A**  
**MPO PLANNING AREA**  
**ADOPTED (2023)**

# French Broad River MPO Planning Area

-  Primary Roads
-  Interstates
-  Municipal Boundary
-  Planning Boundary
-  County Boundary



© program of Gender-Six  
**FRENCH BROAD RIVER**  
 METROPOLITAN PLANNING ORGANIZATION

**BOARD OF COMMISSIONERS MEETING  
STAFF MEMORANDUM  
MARCH 11, 2025**



**AGENDA ITEM G-4**

**CONSIDERATION OF PLANNING COMMISSION  
APPOINTMENT FOR JONATHAN GACH**

---

**Background**

The Town's Planning Commission needs a new member as Mr. Lowell Pearlman has resigned from the board. The Board of Commissioners have received an application from Mr. Jonathan Gach for this position and Commissioner Drew Stephens has nominated Mr. Gach. A simple vote from the Board is necessary for Mr. Gach's appointment.

**BOARD OF COMMISSIONERS MEETING  
STAFF MEMORANDUM  
MARCH 11, 2025**



**AGENDA ITEM G-5**

**REQUEST FOR TAX PENALTY AND INTEREST  
WAIVER – 16 CEDAR CHINE DRIVE**

---

**Background**

The Town received a request from the property owners at 16 Cedar Chine Dr. for a tax penalty and interest waiver. State law prohibits Town staff from adjusting or providing waivers without Governing Board approval.

In this case, the owners stated that the payment was deposited into the Town Hall Drop Box on or around November 1, 2024. Unfortunately, this cannot be verified as the Town did not receive the check and deposit it as a tax payment. Tax payments for this property were made on time in previous years. The taxpayer has paid the full taxes owed and the penalty plus interest, and requests a waiver of these fees in consideration that this has not occurred previously.

**Tax Penalty Waiver Request**

PHEIL, C DAVID

PHEIL, CARLYN B

16 CEDAR CHINE DR, ASHEVILLE, NC 28803

Type of Taxes: Real Property

Request for Waiver of Penalty and Interest: \$99.32

**BOARD OF COMMISSIONERS MEETING**  
**STAFF MEMORANDUM**  
**MARCH 11, 2025**



**AGENDA ITEM G-6**

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

---

**Background**

Pursuant to Senate Bill 382 / SL 2024-57 (<https://www.ncleg.gov/BillLookup/2023/S382>) legislation, funding is available for municipalities and counties affected by Hurricane Helene. The amount offered to each local government is eleven (11) percent of the total estimated reimbursement needs for each local government as of February 14. The Town received the attached information and loan offer from the State Treasurer’s Office on Monday, February 24.

The Town has moved significant funds from the NC Capital Management Trust (NCCCMT) throughout the duration of the Hurricane Helene response and recovery. Since October 2024, we have utilized \$3,000,000 in “fund balance” to offset the initial and recurring costs of storm debris removal. The expedited FEMA disbursement of just under \$4 million, received in early November, helped offset these costs and restored much of this funding to the Town’s coffers. Subsequently, the Town has received just over \$125,000 from FEMA for reimbursement for various recovery needs. We are awaiting a second large disbursement for the ongoing right of way debris removal program and will likely have more than \$5-6 million more in reimbursement funds distributed in the next several months.

**Discussion**

The loan offer - \$1,028,198.10 – is available to the Town as drawdown funds. If the Board approved utilizing this loan, then the Town would simply withdraw available funds as necessary. The subsequent loan terms as outlined on the attached debt proposal would apply only to those funds accessed by the Town. The reimbursable funds from FEMA *are* eligible to be used as repayment. The Town cannot request reimbursement for the loan amounts directly, however, and these funds are not likely to be forgiven by the State Legislature in the future.

Town staff is providing this information to the Board for review and consideration prior to next month’s meeting. Please let me know if you have questions regarding this potential loan option.



\_\_\_\_\_  
Finance Officer

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

LOAN AGREEMENT  
BETWEEN  
THE STATE OF NORTH CAROLINA (BY AND THROUGH THE DEPARTMENT OF STATE TREASURER)  
AND  
THE TOWN OF BILTMORE FOREST, NORTH CAROLINA

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

**REPAYMENT TERMS:**

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

**Recipient Tax ID/EIN:** \_\_\_\_\_

**PURPOSE:**

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

**1. EFFECTIVE TERM:**

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

**2. NCDST’S DUTIES & PAYMENT PROVISIONS:**

NCDST shall loan RECIPIENT a total of **\$1,028,198.10** to pay for RECIPIENT’S disaster response activities as set forth in FEMA Public Assistance Worksheets. This principal-only loan does not carry interest charges or administrative fees. Upon signature of this Agreement by the Parties, the funds will promptly be transferred to

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

### 3. RECIPIENT'S DUTIES AND REPRESENTATIONS:

- a. **As soon as reasonably practicable following its receipt of this Agreement, RECIPIENT shall provide each of the following to NCDST: (a) a certified copy of a resolution authoring execution of the Agreement and Promissory Note in the form set forth in Attachment A; (b) an executed copy of this Agreement; (c) an executed Promissory Note in the form set forth in Attachment B; and (d) the completed NCDST Hurricane Helene Cashflow Loan Program Wire Form enclosed as Attachment C, signed and certified by the appropriate official of RECIPIENT.**
- b. Before and during the term of this Agreement, RECIPIENT will use or has used loan proceeds to cover expenditures for disaster response activities, which may be expenditures that are eligible for reimbursement by the Federal Emergency Management Agency (FEMA) Public Assistance Program, National Flood Insurance Program, or other federal reimbursement program.
- c. Both NCDST and RECIPIENT agree that this Agreement shall be interpreted as to not diminish or impair RECIPIENT'S eligibility to secure FEMA or related recovery funding support.
- d. RECIPIENT shall make every reasonable effort to seek reimbursement from the federal government for expenditures that will be temporarily covered by loan proceeds under this Agreement.
- e. Notwithstanding the Repayment Terms as stated on Page 1 of this Agreement, if RECIPIENT receives funding support from the federal government for expenditures covered under the FEMA Public Assistance Worksheets used as the basis for this Agreement, RECIPIENT shall repay NCDST the equivalent amount of loan proceeds within five (5) business days of receipt of the federal funding support.
- f. RECIPIENT agrees that loan proceeds received through this Agreement shall be accounted for in a separate fund and accounting structure within RECIPIENT'S central accounting system. RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements, and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with loan funding allocations described in Section 2 of this Agreement. RECIPIENT understands and acknowledges the total direct loan funding level available under this Agreement is **\$1,028,198.10**.
- g. As provided in the Authorizing Act:
  - (i) RECIPIENT agrees to deliver repayment installments of the loan proceeds in the amounts and by the dates set forth in the Repayment Terms recited on Page 1 above, which are hereby incorporated by reference. Further, RECIPIENT understands and agrees that all loan proceeds provided to RECIPIENT under this Agreement must be repaid no later than the earlier of the following two dates: (a) the five-year anniversary of the Loan Date; or (b) June 30, 3030.
  - (ii) RECIPIENT shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the loan proceeds are being provided, including funds from insurance policies in effect, available federal aid, and private donations. RECIPIENT understands and agrees that the loan proceeds paid to RECIPIENT pursuant to this Agreement are in excess of any funds received by RECIPIENT from any of the following: (a) settlement of a claim for loss or damage covered under RECIPIENT'S applicable insurance policy in effect; (b) federal aid; or (c) private donations.
  - (iii) If RECIPIENT obtains alternative funds pursuant to subdivision (ii) of this subsection g., RECIPIENT shall promptly remit such funds to NCDST. Notwithstanding the preceding sentence,

RECIPIENT shall not be required to repay to NCDST any amount in excess over the amount of loan proceeds provided under this Agreement.

**4. AGREEMENT ADMINISTRATORS:**

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

<b>For NCDST</b>	
<b>IF DELIVERED BY US POSTAL SERVICE</b>	<b>IF DELIVERED BY ANY OTHER MEANS</b>
Jeffrey A. Poley Director of Disaster Services and Rural Economic Development Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 500-0855 Email: helenecashflowloans@nctreasurer.com	Jeffrey A. Poley Director of Disaster Services and Rural Economic Development Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 500-0855 Email: helenecashflowloans@nctreasurer.com

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

**5. MONITORING AND AUDITING:**

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

staff of the Office of State Auditor, as applicable, with access to financial and accounting records to support internal audit, financial reporting and related requirements.

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

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

## **6. SITUS AND EXCLUSIVE VENUE:**

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

## **7. COMPLIANCE WITH LAW:**

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

## **8. CLAW-BACK; OFFSET:**

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

## **9. TERMINATION OF AGREEMENT:**

Subject to Section 15, this Agreement may be terminated:

- a. By mutual written consent of the Parties;
- b. By NCDST for cause, if: (i) RECIPIENT violates the terms of this Agreement and RECIPIENT fails to correct the violation(s) within thirty (30) days of written notice of violation from NCDST; (ii) NCDST determines RECIPIENT has made a misrepresentation in connection with this loan; or (iii) RECIPIENT

abandons or otherwise ceases to make reasonable progress towards completion of the disaster response activities funded by this Agreement; or

- c. In the event that RECIPIENT repays the loan amount in full prior to the fifth anniversary of the Loan Date.

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

## **10. AMENDMENTS:**

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

## **11. E-VERIFY:**

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

## **12. LIMITATION OF LIABILITY; CONTRACTUAL RIGHTS:**

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

## **13. SEVERABILITY:**

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

**14. ENTIRE AGREEMENT:**

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

**15. SURVIVAL:**

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

**16. EXECUTION AND EFFECTIVE DATE:**

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

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

[signature page follows]

**19. AUTHORIZED SIGNATURE WARRANTY:**

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

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

**TOWN OF BILTMORE FOREST, NORTH CAROLINA**

---

AUTHORIZING OFFICIAL

Date

---

Printed Name

Title

**STATE OF NORTH CAROLINA, by:**

**NORTH CAROLINA DEPARTMENT OF STATE TREASURER**

---

AUTHORIZING OFFICIAL

Date

**Jeffrey A. Poley**

**Director of Disaster Services and Rural Economic Development**

**ATTACHMENT A**

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

**WITNESSETH:**

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

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

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

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

Adopted, this the \_\_\_\_\_ day of \_\_\_\_\_

TOWN OF BILTMORE FOREST, NORTH CAROLINA

By: \_\_\_\_\_  
Mayor/Commissioner/Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Town Clerk/Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**ATTACHMENT B**

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

\_\_\_\_\_  
Finance Officer

**PROMISSORY NOTE**

Date: \_\_\_\_\_

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

The **Town of Biltmore Forest, North Carolina** (“BORROWER”) DOES HEREBY unconditionally promise to pay to the STATE OF NORTH CAROLINA (by and through the North Carolina Department of State Treasurer) (“State”) the following Loan Amount: **\$1,028,198.10** The promissory note is made in accordance with the related Loan Agreement, dated as the date hereof (the “Agreement”), between the State and the BORROWER. As set forth in the Agreement, the BORROWER hereby promises to pay the Loan Amount in accordance to the following schedule:

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

Payment instructions will follow from the State or its agent.

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

TOWN OF BILTMORE FOREST, NORTH CAROLINA

\_\_\_\_\_  
Signature

\_\_\_\_\_  
[Name and Title]

[SEAL]

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
[Name and Title—should be clerk]

**ATTACHMENT C**



**NORTH CAROLINA**  
DEPARTMENT OF STATE TREASURER

**BRADFORD B. BRINER**  
STATE TREASURER OF NORTH CAROLINA

FINANCIAL OPERATIONS DIVISION

**Hurricane Helene Cash Flow Loan Program Wire Form**

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

<b>RECIPIENT INFORMATION</b>	
Recipient/Account Holder's Name:	
Recipient's Address, City, State, Zip:	
Information for the Recipient (optional):	
<b>BENEFICIARY BANK INFORMATION</b>	
Beneficiary Bank Name:	
Beneficiary Bank Routing Transit Number (RTN):	
Beneficiary Bank Account Number:	
Bank's Address, City, State, Zip:	
Information for the Beneficiary Bank, if applicable:	
I certify the recipient information and beneficiary bank information provided above is true and correct. and I am authorized to act in the capacity indicated and to transact business on the account listed above. Only original signatures accepted; no electronic signatures.	
_____	_____
<b>Recipient Official's Printed Name</b>	<b>Signature</b>
_____	_____
<b>Phone #</b>	<b>Date</b>
<b>FOR INTERNAL USE ONLY</b>	
<b>Financial Operations Division</b>	
US Dollar Wire Amount: <b>\$1,028,198.10</b>	Contract/Reference #: <b>Helene50036R100000000</b>
Date Wire Processed:	

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