

**Town of Montreat
Board of Commissioners Meeting Agenda – Public Forum
April 6, 2017 – 6:30 p.m.
Walkup Building**

I. Call to Order

- Welcome
- Moment of Silence

II. Agenda Adoption

III. Public Comments

IV. Adjournment

**Town of Montreat
Board of Commissioners
Town Council Meeting
April 6, 2017 – 7:00 p.m.
Walkup Building**

I. Call to Order

- Pledge of Allegiance
- Moment of Silence

II. Agenda Adoption

III. Mayor's Communications

IV. Consent Agenda

A. Meeting Minutes Adoption

- March 2, 2016, Public Forum Meeting Minutes
- March 2, 2016, Town Council Agenda Meeting Minutes
- March 9, 2016, Town Council Meeting Minutes
- March 17, 2016, Special Meeting Minutes

B. Resolution #17-04-003 Honoring Police Chief Jack M. Staggs upon his Retirement

C. Resolution #17-04-001 Awarding to Retiring Police Chief Jack Staggs his Badge and Service Sidearm

D. Resolution #17-04-002 Designating April 29, 2017 as Arbor Day in the Town of Montreat

E. Resolution #17-04-004 Declaring Certain Items Surplus and Authorizing Disposal By Private Negotiation and Sale

All items on the Consent Agenda are considered routine, to be enacted by one motion with the adoption of the agenda and without discussion. If a member of the governing body requests discussion of an item, it will be removed from the Consent Agenda and considered separately.

V. Town Administrator's Communications

- Consent Agenda Review
- Other Topics
- Update on League of Municipalities Town Hall Day

VI. Administrative Reports

- Police Chief
- Public Works Director

- Finance Officer
- Building Inspector/Code Administrator

VII. Public Comment – Agenda Items

Public comments will be heard during this period for only those items listed on the meeting agenda.

VIII. Old Business

IX. New Business

- A. Discuss formation of a Bridge Beautification Committee
- B. Mecklenburg/Louisiana Paving Project
 - **Suggested Motion:** To award the Mecklenburg Circle/Louisiana Road Paving Project to C & T Paving in the amount \$185,867.00 and to authorize the Mayor and Town Administrator to execute the necessary related contract documents
- C. Discussion with Possible Action of Rezoning of Florida Terrace Property to Residential Use Only

I. Public Comment – Other Topics

Public comments will be heard during this period for other public business items or topics not listed on the meeting agenda.

II. Commissioner Communications

III. Meeting Dates

Board of Commissioners Annual Board Retreat:

April 7, 2017, 9:00 a.m. – 3:00 p.m.
Ridgecrest Conference Center
Ridgecrest, NC

Montreat Tree Board:

April 25, 2017, 9:30 a.m.
Town Services Building

Native Plant Sale:

April 29, 2017, 9:00 a.m. – 2:00 p.m.
Moore Center Field

**Montreat Board of Commissioners
Town Council Meeting
April 6, 2017**

Montreat Landcare:

May 3, 2017, 9:00 a.m.
Allen Building
Swannanoa Room

May Town Council Agenda Meeting:

May 4, 2017, 7:00 p.m.
Walkup Building
Public Forum starts at 6:30 p.m.

May Town Council Meeting:

May 11, 2017, 7:00 p.m.
Walkup Building

IV. Closed Session

- **Suggested Motion: To enter into Closed Session in accordance with NCGS §143-318.11(5) to instruct the Town's staff concerning the position to be taken on behalf of the Town in negotiating the price and other material terms of a contract for acquisition of an interest in real property.**

V. Adjournment

**Town of Montreat
Board of Commissioners
Town Council Public Forum
March 2, 2017
Walkup Building**

Board members present: Mayor Tim Helms
Mayor Pro Tem Kitty Fouche
Commissioner Bill Gilliland
Commissioner Mary Standaert
Commissioner Ann Vinson

Board members absent: Commissioner Kent Otto

Town staff present: Alex Carmichael, Town Administrator
Angie Murphy, Town Clerk

Call to Order

Approximately 13 people were in attendance. Mayor Helms called the meeting to order at 6:32 p.m. and led the group in a moment of silence. Mayor Helms asked everyone in attendance to remember Montreat Coach Britten Olinger and his family in their thoughts and prayers.

Agenda Approval

Commissioner Vinson moved to adopt the agenda as presented. Commissioner Gilliland seconded and the agenda was approved 4/0.

Public Forum

Mrs. Shannon Ingersoll of 124 Eastminster Terrace, felt that the verbiage about Montreat being an inclusive community could be interpreted in numerous ways and was not sure why it was being included on the agenda again. Commissioner Standaert felt that there had been a lot of discussion in previous months about this topic and she did not think a little ambiguity was a bad thing. Mrs. Ingersoll asked if this would be an ordinance change. Commissioner Standaert stated that it would be a change to the Mission Statement and was not meant to be overly political.

Mr. Gill Campbell of 149 Maryland Place, felt that due to the current state of the Nation it would not be a bad idea to emphasize to people that they are welcome in the Community.

Mr. Mike Sonnenberg of 125 Virginia Road, felt that how you present yourself on a day to day basis is more important than Mission Statements and Vision Statements. Mr. Sonnenberg hoped there were plans in place on the Montreat side of the gate for connectivity to the new Town of Black Mountain sidewalk system on Montreat Road.

Mrs. Alice Lentz of 115 Eastminster Terrace, stated that in her opinion the Mission Statement did

include inclusiveness and there would be no reason to change the verbiage.

Mr. Tom Frist of 98 Frist Road, stated that the word inclusive could be considered a divisive word. Mr. Frist also felt that “inclusive” did not properly describe Montreat as a whole.

Commissioner Standaert feels that “inclusion” means different of opinions. She also stated that her original motion was to be a “welcoming community” rather than an “inclusive community”. Mr. Frist questioned whether Montreat needed to add the verbiage because there are numerous welcome signs at the gate and he felt that actions speak louder than words. Commissioner Standaert stated that Montreat was not diverse which is different than inclusive.

Mrs. Shannon Ingersoll of 124 Eastminster Terrace, asked if Council had any plans to review the Ordinances and eliminate redundancy. Commissioner Standaert stated that it had been brought up in the past but it was not an inexpensive undertaking. Mrs. Martha Campbell who served on Council at the time stated that some sections had been reviewed and pages of information were removed.

Mrs. Martha Campbell of 149 Maryland Place, advised that inclusive means to treat all groups or all members of a group equally or without exception. Mr. Frist felt that it was a loaded term and not necessarily a true term.

Mr. Mike Sonnenberg of 125 Virginia Road, asked when Budget conversations would take place. Mayor Helms stated that they would occur between the present time and June 30th.

Mr. Peter Boggs of 338 Chapman Road, asked if the inspection on the Texas Road Bridge had been completed. Mayor Helms advised that it is back and will be discussed at next week’s regular meeting.

Mr. Tom Frist of 98 Frist Road, inquired as to whether any more money had been deposited into the Reconciliation Fund. Mayor Helms stated that Finance Director Stefan Stackhouse could report on the balance the following week.

Mr. Mike Sonnenberg of 125 Virginia Road, would like to see the Budget handled in a conservative manner.

Mrs. Shannon Ingersoll of 124 Eastminster Terrace, asked if the directional signs covered in black garbage bags would be removed once a decision was made upon Texas Road Bridge. Mayor Helms advised that they would be remedied.

Adjournment

There being no further discussion, Commissioner Vinson moved to adjourn the Public Forum

**Montreat Board of Commissioners
Public Forum Minutes
March 2, 2017**

Meeting. Commissioner Gilliland seconded and the motion carried 4/0. The meeting was adjourned at 6:58 p.m.

Tim Helms, Mayor

Angie Murphy, Town Clerk

**Town of Montreat
Board of Commissioners
Town Council Agenda Meeting
March 2, 2017
Walkup Building**

Board members present: Mayor Tim Helms
Mayor Pro Tem Kitty Fouche
Commissioner Bill Gilliland
Commissioner Mary Standaert
Commissioner Ann Vinson

Board members absent: Commissioner Kent Otto

Town staff present: Alex Carmichael, Town Administrator
Al Richardson, Interim Town Administrator
Steve Freeman, Public Works Director
Angie Murphy, Town Clerk
Dave Arrant, Police Captain

Approximately 13 members of the public were also present. Mayor Helms called the meeting to order at 7:04 p.m., led the group in reciting the Pledge of Allegiance, and held a moment of silence. Mayor Helms asked everyone to keep Montreat Track Coach Britten Olinger in their thoughts and prayers.

Agenda Approval

Commissioner Standaert moved to adopt the agenda as presented. Commissioner Vinson seconded and the motion carried 4/0.

Mayor's Communications

Mayor Helms expressed his appreciation and pride in Chief Jack Staggs, Officer Justyn Whitson and Master Patrol Officer Phyllis Comrie for all they did to assist in Monday's tragic car accident down in Black Mountain.

Consent Agenda Review

The proposed Consent Agenda will include the following items:

- January 26, 2017, Special Workshop – Florida Terrace Property Minutes
- February 2, 2017, Public Forum Meeting Minutes
- February 2, 2017, Town Council Agenda Meeting Minutes
- 2017 Board of Commissioners Annual Meeting Calendar Adoption
- Cancellation of Agenda Meeting for the month of April and reschedule Regular meeting for April 6th
- Corporate Authorization Resolutions #16-03-0001 through #16-03-0007 amending the Town of Montreat's list of authorized signers with Asheville Savings Bank

- Corporate Authorization Resolutions #16-03-0008 through #16-03-0009 amending the Town of Montreat's list of authorized signers with BB&T
- Approval of Engagement Contract from Martin Starnes & Associated for a 5 year term.

Town Administrator's Communications

- Alex Carmichael, new Town Administrator, expressed his thanks to the Council for putting their trust in him and his new role. Mr. Carmichael is very honored and excited about serving Montreat.

Administrative Reports

The Board will hear administrative reports from the Police Chief, Public Works Director, Finance Officer and Building Inspector/Code Administrator during next week's Town Council Meeting.

Public Comments

Mayor Helms reiterated that this Public Comment period was intended for remarks pertaining to items listed on the meeting agenda, including staff reports and communications.

There were no public comments at this time.

Old Business

There was no Old Business to discuss.

New Business

- A. Oath of Office – Alex Carmichael, Town Administrator: Commissioner Standaert invited Mr. Carmichael's friends and family to attend his Oath of Office next week.
- B. Purchase of 2017 Ford Explorer Police Vehicle: The current police vehicle is experiencing rust on the undercarriage and transmission problems. Of the four bids, Asheville Ford seems the most promising. The last vehicle purchased was a base model that necessitated features and labor from a secondary source. This added additional cost, as well as lost time and shortcomings of performance. The current venture should see significant upgrades for lower costs.
- C. Budget Amendment #3: If the police vehicle is approved the funding will come from the Streets Department Capital Expense Budget.
- D. Scheduling of 2017 Annual Board Retreat: Mayor Helms reminded Council to give their availability dates to Mr. Carmichael and Miss Murphy.

- E. Surplus Property List: Next week the Council will review the list of Surplus Property. There are several items that are obsolete or inoperable.
- F. Discussion on Metal Building for Public Works Department with Possible Action: There is talk of building a metal building behind the Mountain Retreat Association Maintenance Building for the Public Works Department to be able to get a lot of their expensive equipment in out of the elements. This building is separate but in conjunction with the new Town Hall Project
- G. Texas Road Bridge: There will be a discussion about the Texas Road Bridge next week. Commissioner Standaert suggested splitting the motion into two separate motions. The first being “to leave Texas Road Bridge in place and convert to pedestrian only” and the second one being “to authorize the Mayor and Town Administrator to sign accompanying categorical exclusion document and letter to NCDOT”. Commissioner Standaert moved to split the motion into two separate motions. Commissioner Vinson seconded. Commissioner Standaert felt that they are two separate issues which are not intricately linked and could lead to different discussions. Commissioner Standaert would like more information about the documentation that is required for the categorical exclusion document. The motion failed 3/2 with Commissioners Standaert and Vinson voting in favor of the motion.
- H. Discussion with Possible Action of Rezoning of Florida Terrace Property to Residential Use Only: There will be discussion of possibly rezoning the Florida Terrace Property to residential use only in the hopes of making it more appealing to potential buyers.
- I. Town of Montreat as an Inclusive Community: It has been discussed at length to add the phrase “to be an inclusive community” to the Town of Montreat Board of Commissioners Mission Statement.

Public Comments-Other Topics

Mayor Helms reiterated that the Public Comment period were for remarks pertaining to public business items not listed on the meeting agenda, including any reports or communications from other community entities.

Mrs. Martha Campbell of 149 Maryland Place, encouraged everyone to keep the other party involved in the tragic wreck in their thoughts and prayers as well. Also, Mrs. Campbell read an email from the chaplain of Montreat College about a blood drive to be held the next day in honor of Coach Britten Olinger. This blood drive will allow Coach Olinger to receive \$25 per each unit of blood donated in his honor. Also check out the gofundme page which was created for updates and other information.

**Montreat Board of Commissioners
Town Council Agenda Meeting Minutes
March 2, 2017**

Mrs. Peggy Scheu of 146 Eastminster Terrace, thanked Public Works for fixing the hole in the asphalt along Assembly Drive. It was much appreciated by many in attendance.

Commissioner Communications

Commissioner Standaert stated that she will be at the Huckleberry the first Friday of every month from 10:00 a.m. – 11:00 a.m. if anyone would like to come talk with her.

Upcoming Meeting Dates

Mayor Helms reviewed the following list of upcoming meeting dates and deadlines:

<u>Montreat Tree Board:</u>	March 14, 2017, 9:30 a.m. Town Services Building
<u>Montreat Landcare:</u>	April 5, 2017, 9:00 a.m. Allen Building Swannanoa Room
<u>April Town Council Meeting:</u>	April 6, 2017, 7:00 p.m. Walkup Building Public Forum starts at 6:30 p.m.
<u>Town Offices Closed:</u>	April 14, 2017 In observance of Good Friday Holiday
<u>Native Plant Sale & Arbor Day Celebration:</u>	April 29, 2017, 9:00 a.m. to 2:00 p.m. Moore Center Field

Closed Session

There will be a closed session on two different items at next week's meeting.

Adjournment

There being no further business, Commissioner Vinson moved to adjourn the Town Council Agenda Meeting. Commissioner Gilliland seconded and the motion carried 4/0. The meeting was adjourned at 7:23 p.m.

Tim Helms, Mayor

Angela Murphy, Town Clerk

**Town of Montreat
Board of Commissioners
Town Council Meeting
March 9, 2017
Walkup Building**

Board members present: Mayor Tim Helms
Mayor Pro Tem Kitty Fouche
Commissioner Bill Gilliland
Commissioner Kent Otto
Commissioner Mary Standaert
Commissioner Ann Vinson

Board members absent: None

Town staff present: Alex Carmichael, Town Administrator
Al Richardson, Interim Town Administrator
Steve Freeman, Public Works Director
Angie Murphy, Town Clerk
Jack Staggs, Police Chief
David Currie, Code Administrator/Building Inspector
Stefan Stackhouse, Finance Officer
Justyn Whitson, Police Officer
Barry Creasman, Senior Water Operator

Approximately 42 members of the public were also present. Mayor Helms called the meeting to order at 7:02 p.m., led the group in reciting the Pledge of Allegiance, and held a moment of silence. Mayor Helms asked everyone to keep Montreat Track Coach Britten Olinger and his family in their thoughts and prayers.

Agenda Approval

Mr. Carmichael asked if the suggested motion language under New Business Item G could be changed to include the following verbiage: To leave Texas Road Bridge in place and convert to pedestrian only, and to authorize the Mayor and Town Administrator to sign the accompanying categorical exclusion document and a summarizing letter which will be reviewed by KCI & Associates, the North Carolina State Historic Preservation Office and then sent to the NCDOT. Mr. Carmichael stated that this change would clarify the process a little better. Commissioner Standaert moved to accept the change and Commissioner Gilliland seconded. The motion carried 5/0. Commissioner Otto moved to postpone under New Business Item H the Discussion with Possible Action of Rezoning of Florida Terrace Property to Residential Use Only to the April 6th Town Council Meeting. Commissioner Otto stated that he was still waiting for some information from Montreat College and the Mountain Retreat Association. Commissioner Vinson seconded the motion. Commissioner Standaert wanted to leave the item on the agenda for discussion but postpone the vote to a later time. Commissioner Gilliland mentioned that the public could discuss this under one of the public comment periods if they so desired. Commissioner Standaert moved to amend the amendment. The amendment died due to lack of a second. The original motion

carried 5/0. Commissioner Vinson moved to adopt the agenda as amended. Commissioner Gilliland seconded and the motion carried 5/0.

Mayor's Communications

Mayor Helms expressed his continued appreciation and pride in Chief Jack Staggs, Officer Justyn Whitson and Master Patrol Officer Phyllis Comrie for all they did to assist in Monday's tragic car accident down in Black Mountain.

Consent Agenda Review

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- Corporate Authorization Resolutions #16-03-0008 through #16-03-0009 amending the Town of Montreat's list of authorized signers with BB&T
- Approval of Engagement Contract from Martin Starnes & Associated for a 5 year term.
- Appointment of Alex Carmichael as Deputy Finance Officer.

Town Administrator's Communications

- Alex Carmichael, new Town Administrator, expressed his thanks to the Council for putting their trust in him and his new role. Mr. Carmichael is very honored and excited about serving Montreat.
- Mr. Carmichael reviewed several items on the Consent Agenda for clarification and further explanation.
- Mr. Carmichael stated that a hard copy draft of the Texas Road Bridge Categorical Exclusion letter was at the front table for anyone who wanted a copy because the letter was not complete when the packet was completed. This letter outlines the history of the Texas Road Bridge Project and the decisions that have been made up until this point.
- Mr. Carmichael mentioned that Town Hall would be discussed in the evening's Closed Session.

Commissioner Standaert posed a question about where the reasonable estimation that construction of a replacement bridge would take two years came from in the Categorical Exclusion Document. Mr. Carmichael stated that this was an estimation based on how long a typical project

would have taken under normal circumstances. Commissioner Standaert stated she was uncomfortable with this statement and would like to see it stricken from the letter.

Administrative Reports

Police Chief: Chief Staggs reviewed and presented the February 2016 monthly departmental activity report. Chief Staggs reminded everyone that the monthly reports are always posted on the website following the meetings. Captain David Arrant attended the North Carolina Justice Academy in Edneyville and completed the Law Enforcement Instructors Update and In-Service Law Enforcement Legal Update. Captain Arrant is now scheduling the 18 hour mandatory updates for the Montreat Police Department. Officer Justyn Whitson gave a presentation to the Boy Scouts in the Henry Building. On February 25th, Montreat Officers escorted approximately 367 runners in the Mount Mitchell Challenge from the Montreat Gate to Rainbow Trail. Chief Staggs thanked Officers Whitson and Comrie for the outstanding job they did while assisting the Black Mountain Police Department during the terrible wreck on February 27th.

Public Works Director: Public Works Director Steve Freeman announced that Crews recently repaired a dip in the road on Assembly Drive as well as the curbing around Town that was destroyed during the plowing of our last snow event. The hydrant inspections and flushing of the system were completed today. Crews worked on replacing the roof at the radio transmitter building on Appalachian Way which was a part of the Capital Improvement Plan goals. Crews have been working on painting the well houses as well. Mr. Freeman reported that he had received the State approval to start the Mecklenberg water project and crews were planning on starting in the next few weeks.

Finance Officer: Mr. Stackhouse present and reviewed the following monthly reports:

- January 2017 Financial Summary Report;
- Final January 2017 Detailed Financial Statement;
- January 31, 2017 Cash and Investment Earnings Report;
- Preliminary February 2017 Detailed Financial Statements.

Building Inspector/Code Enforcement Officer: Mr. Currie presented and reviewed his February 2017 zoning and inspections activity report. Mr. Currie reported that Anderson Auditorium would soon be replacing all of the windows which will require some large scaffolding to be in place.

Public Comments

Mayor Helms reiterated that this Public Comment period was intended for remarks pertaining to items listed on the meeting agenda, including staff reports and communications.

Mrs. Janie Faucette Moore of 100 Frist Road, stated that to say that we “seek ways to be an inclusive community” is to simply proclaim that the Town of Montreat intends to include everyone at the table. It does not mean that we are supposed to agree with everyone. Being inclusive of other people can also help us see more broadly. When we hear more perspectives, we are able to consider important issues more thoroughly. Being inclusive of both people and ideas encourages both openness and transparency, and it helps us avoid the temptation of circular arguments, hypocrisy, selfishness or seeing only what we and those who are like us want to see. Being inclusive is not only an act of loving our neighbors, it is also an act of wisdom. Mrs. Moore supports adding the proposed phrase to the current mission statement.

Mrs. Martha Campbell of 149 Maryland Place, stated her support of amending the mission statement to include the phrase “to be an inclusive community”. Mrs. Campbell also felt that, despite eroded public opinion as described in the evening’s draft Categorical Exclusion Document, a new vehicular bridge should be built somewhere on Texas Road. Mrs. Campbell also read a metaphorical email about leadership.

Mr. Eric Nichols of 527 Suwannee Drive, listed all the reasons why the Texas Road Bridge has been in limbo for all these years including the lawsuit, pursual of the 80/20 grant and two archeological studies. Mr. Nichols referenced the draft Categorical Exclusion Document which states that such a long delay fundamentally altered the transportation culture and traffic patterns of the Town. Mr. Nichols argued that lack of a bridge fundamentally altered the transportation culture and traffic patterns of the Town.

Old Business

There was no Old Business to discuss.

New Business

- A. Oath of Office – Alex Carmichael, Town Administrator: Mr. Carmichael introduced his children: Nora, Asher and Abe and his wife Lauren to those in attendance. Town Clerk Angie Murphy administered the oath of office to Mr. Carmichael.
- B. Purchase of 2017 Ford Explorer Police Vehicle: The current vehicle being utilized has a lot of rust on the exterior, transmission problems and currently maintains a high mileage of 130,000. The cost of the new 2017 Ford Explorer Vehicle will be \$34,087 which includes all necessary installed features. Commissioner Vinson moved to approve the purchase of a 2017 Ford Explorer from Asheville Ford in the amount of \$34,087. Commissioner Gilliland seconded the motion. The motion carried 5/0.
- C. Budget Amendment #3: Commissioner Vinson moved to amend the Police Budget to fund a vehicle purchase through the reallocation from the Streets capital expense budget. Mayor Pro Tem Fouche seconded and the motion carried 5/0.

- D. Scheduling of 2017 Annual Board Retreat: Town Administrator Carmichael stated that he would like to do an all day retreat between April 6th and April 11th at an off-site location. It was decided that April 7th would be the best date to suit everyone's schedules.
- E. Surplus Property List: There is some property being stored behind the MRA Maintenance Building that is either inoperable or past its useful life. Town Staff would like to sell this surplus property on govdeals to clean up the back area as well as make some profit along the way. The list of property includes: a 1985 Ford F-700 Dump Truck, a 1994 F-250 Pickup Truck, a 2008 GEM Electric Truck, a 1960s era Leaf Vacuum with Ford Industrial Engine, a military surplus generator and trailer, a 2007 Ford Explorer and a 2008 Ford Crown Victoria. Commissioner Vinson moved to authorize the Town Administrator to take the necessary steps to advertise and dispose of the surplus property. Commissioner Gilliland seconded. The motion carried 5/0.
- F. Discussion on Metal Building for Public Works Department with Possible Action: Staff has been looking at ways to address the problems with a lack of a Public Works Building. This means a lot of expensive equipment is left out in the elements as well as employees prepping the equipment and doing routine maintenance. Mr. Carmichael stated that staff had been looking at options for a metal garage frame butler building. This building would be large enough to have internal office space inside. The rough estimation of cost will be \$287,000 and the property in which it would be located is behind the MRA Maintenance Building. The property currently houses a well site that has been out of use for approximately 20 years. The proposed building would be around 5,000 square feet. The metal shell of the building would be around \$200,000 with Town Staff doing a lot of the site work and grading. There would be stormwater mitigation and painting. Town Staff would do a lot of the inside construction of office space. Mayor Pro Tem Fouche moves to direct Staff to investigate and prepare costs for the Metal Building for the Public Works Department. Commissioner Standaert seconded the motion. The motion passed 5/0.
- G. Texas Road Bridge: The engineering report has been received for the feasibility and requirements of making Texas Road Bridge a pedestrian only bridge. The work can be completed by Town Staff and some engineering assistance. If the Board does decide to pursue the Re-evaluation of the Categorical Exclusion Document and the State and Federal 80/20 grant were forgiven we would still be on the hook to pay back our engineering fees to KCI Engineering in the amount of approximately \$8,000. Commissioner Gilliland moved to leave Texas Road Bridge in place and convert to pedestrian only and to authorize the Town Administrator and Mayor to sign the accompanying Categorical Exclusion Document and a summarizing letter which will be reviewed by KCI Associates, the North Carolina State Preservation Office and then sent to the North Carolina Department of Transportation. Commissioner Otto seconded the motion. Commissioner Standaert stated she was quite comfortable in converting the Texas Road Bridge into a pedestrian only bridge but she was

hesitant about sending a letter to the NCDOT which states there is no vehicular traffic need for a bridge. Commissioner Standaert felt this would be only the opinion of the Commission not a professional statement. Commissioner Standaert stated that she would not be able to vote positively for this statement without requiring a professional opinion with regards that no vehicular traffic is needed. Commissioner Standaert also referenced the Montreat Bridge Committees Recommendations for the Texas Road Bridge and stated that none of the recommendations had been followed up upon. Commissioner Standaert had a series of questions about the Bridge Meeting in Raleigh in which Mayor Helms, Commissioner Otto, Mayor Pro Tem Fouche and Al Richardson attended. Commissioner Standaert had some issues with the timeliness of the information being shared with the rest of the Commission. After much debate, Commissioner Vinson called the question. The motion carried 5/0.

- H. Town of Montreat as an Inclusive Community: Commissioner Standaert moved to add the phrase “to be an inclusive community” to the Town of Montreat Board of Commissioners Mission Statement. Commissioner Vinson seconded the motion. Commissioner Standaert stated that this was not meant to be overly political that it was rather simple in nature. Commissioner Gilliland felt that everyone should just be inclusive and while he is fine to work on the Mission Statement he does not want to quibble over words. Commissioner Otto finds that Montreat is an extremely open, welcoming and inviting community especially with the recent tragic wreck and the willingness for everyone to pull together and help the Olingers and the college kids. The motion failed 2/3 with Commissioners Otto, Gilliland and Fouche voting against the motion.

Public Comments-Other Topics

Mayor Helms reiterated that the Public Comment period were for remarks pertaining to public business items not listed on the meeting agenda, including any reports or communications from other community entities.

Mr. Bill Scheu of 146 Eastminster Terrace, expressed his appreciation that Council was moving ahead with the Public Works Building but he also encouraged the Town Administrator to make sure the title work on all the Town owned properties near the current Town Services Building were correct. Mr. Scheu inquired about whether “discussion” means “interrogation” with respect to the rules and procedures.

Mr. Tom Frist of 98 Frist Road, thanked everyone that contributed to the Reconciliation Fund but was disappointed in the lack of participation on both sides. Mr. Frist hopes that we can see some reconciliation in the community because there are too many splits.

Mr. John Johnson of 131 Shenandoah Terrace, reported on the wooly adelgid project which is dedicated to saving our hemlocks in Montreat. The trees are under attack and are dying in large numbers. In 2011, \$6000 was raised to use chemical treatments on key trees with the wooly

adelgids. There is another solution: importing the laricobius nigrinus beetle from the west coast. The beetles do not kill the wooly adelgids but they do keep them under control. Mr. Johnson stated that \$16,000 was raised for the beetle project and the majority of that amount was community donations. Last week Mr. Johnson got word that we would be refunded \$5,000 from the Hemlock Restoration Initiative for the cost of one shipment of beetles so we will be able to purchase more beetles. Montreat's beetles are reproducing and spreading.

Mrs. Martha Campbell of 149 Maryland Place, thanked Mr. Johnson for all his hard work with the beetle project. Mrs. Campbell also spoke about firewise and stated that Montreat Landcare was going to focus on a firewise safety and planting initiative this year. Forest Rangers will be holding seminars at the April 29th Native Plant Sale and the July 8th meeting of the Montreat Cottagers to help minimize the risk to our structures.

Mr. Al Richardson of 103 Richard Lane in Black Mountain, thanked the Mayor and the Board of Commissioners for his 8 months of service as Interim Town Administrator. Mr. Richardson stated that no one was trying to hold anything back from anyone with regards to transparency. Mr. Richardson also commended the staff on their continued hard work for the Town of Montreat.

Commissioner Communications

Mayor Pro Tem Fouche would like to put a reception together for Town Administrator Alex Carmichael tentatively in May when the majority of the summer homeowners will be in Town.

Commissioner Standaert felt that she needed to clarify that Montreat operates under a weak-Mayor system which means the Board handles the leadership role in government. Commissioner Standaert was troubled that it seems the Board has moved away from that type of leadership. Commissioner Standaert shared she found some discrepancies with regards to the Town Hall Committee Report and when the Mayor received the report versus when the Commission as a whole received the document. Commissioner Standaert went on to share what a weak-Mayor system constitutes. North Carolina's mayors enjoy very few formal powers. With but few exceptions these powers consist of presiding at governing board meetings, voting to break ties at those meetings (and at no other time), and signing documents on behalf of the city.

Commissioner Otto stated he was proud to be a part of the Montreat Community. The level of outreach to the Olinger family has been amazing.

Commissioner Vinson shared that the Town of Montreat had received its Tree City USA Designation for the 2nd year in a row. The Montreat Tree Board is working on obtaining a grant from the Urban & Community Forestry Grant Program. The main purpose of the grant is to help the Tree Board and the Town be able to do a basic tree inventory. Commissioner Vinson also reminded everyone of the Native Plant Sale which will be held on April 29th.

Upcoming Meeting Dates

Mayor Helms reviewed the following list of upcoming meeting dates and deadlines:

Montreat Tree Board: March 14, 2017, 9:30 a.m.
Town Services Building

Montreat Landcare: April 5, 2017, 9:00 a.m.
Allen Building
Swannanoa Room

April Town Council Meeting: April 6, 2017, 7:00 p.m.
Walkup Building
Public Forum starts at 6:30 p.m.

Town Offices Closed: April 14, 2017
In observance of Good Friday Holiday

Native Plant Sale & Arbor Day Celebration: April 29, 2017, 9:00 a.m. to 2:00 p.m.
Moore Center Field

Closed Session

Commissioner Vinson moved to enter into Closed Session in accordance with NCGS §143-318.11(6) for discussion of a personnel matter and also NCGS §143-318.11(5) to instruct the Town's staff concerning the position to be taken on behalf of the Town in negotiating the price and other material terms of a contract for acquisition of an interest in real property. Commissioner Gilliland seconded the motion.

Commissioner Vinson moved to enter back into Open Session. Mayor Pro Tem Fouche seconded the motion. The motion carried 5/0. Commissioner Gilliland moved to authorize the Mayor and Town Administrator to move forward with negotiations on the Creek Side Property. Commissioner Vinson seconded. The motion carried 5/0.

Adjournment

There being no further business, Commissioner Gilliland moved to adjourn the Town Council Agenda Meeting. Commissioner Vinson seconded and the motion carried 5/0. The meeting was adjourned at 9:41 p.m.

**Montreat Board of Commissioners
Town Council Meeting Minutes
March 9, 2017**

Tim Helms, Mayor

Angela Murphy, Town Clerk

**Town of Montreat
Board of Commissioners
Special Workshop – Budget Amendment #4
March 17, 2017
Town Services Building**

Board members present: Mayor Tim Helms
Commissioner Bill Gilliland
Commissioner Kent Otto
Commissioner Mary Standaert

Board members absent: Mayor Pro Tem Kitty Fouche
Commissioner Ann Vinson

Town staff present: Alex Carmichael, Interim Town Administrator
Angie Murphy, Town Clerk
Stefan Stackhouse, Finance Officer

There were no members of the public present. Mayor Helms called the meeting to order at 10:02 a.m., led the group in a moment of silence. Mayor Helms stated that the purpose of the meeting was to enter into Closed Session in accordance NCGS §143-318.11(5) to instruct the Town's staff concerning the position to be taken on behalf of the Town in negotiating the price and other material terms of a contract for acquisition of an interest in real property.

Agenda Approval

Commissioner Gilliland moved to adopt the agenda as presented. Commissioner Standaert seconded and the motion passed 3/0.

Public Comment

There were no Public Comments at this time.

Closed Session

Commissioner Standaert moved to go into Closed Session in accordance NCGS §143-318.11(5) to instruct the Town's staff concerning the position to be taken on behalf of the Town in negotiating the price and other material terms of a contract for acquisition of an interest in real property. Commissioner Gilliland seconded and the motion carried 3/0.

After much discussion in Closed Session, Commissioner Gilliland made the motion to enter into Open Session. Commissioner Standaert seconded the motion and the motion carried 3/0. Commissioner Gilliland moved to amend the Public Buildings Budget to fund an anticipated property purchase through the reallocation from the Streets capital expense budget. Commissioner Standaert seconded and the motion carried 3/0.

**Montreat Board of Commissioners
Town Council Special Workshop Minutes
March 17, 2017**

Adjournment

There being no further business, Commissioner Gilliland moved to adjourn the Town Council Special Workshop. Commissioner Standaert seconded and the motion carried 3/0. The meeting was adjourned at 10:16 a.m.

Tim Helms, Mayor

Angela Murphy, Town Clerk

**TOWN OF MONTREAT
FISCAL YEAR 2016-2017
BUDGET AMENDMENT #4**

Be it ordained by the Town of Montreat Board of Commissioners that the following amendment be made to the Budget Ordinance for the fiscal year ending June 30, 2017.

Department(s): Public Buildings/Streets

Purpose: To amend the Public Buildings Budget to fund an anticipated property purchase through the reallocation from the Streets capital expense budget.

Section 1. To amend the General Fund as follows:

Line Item	Account Number	Debit Change	Credit Change	Amended Budget
Public Buildings – Capital Exp	10-00-5000-730	\$52,000		\$142,500
Streets – Capital Exp	10-20-5600-730		\$52,000	\$340,500

Section 2. I certify that the accounting records provide for this budget amendment, and that the revenue source(s) are available:

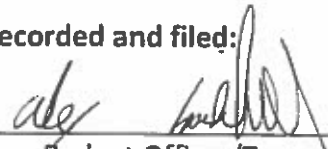

Finance Officer

3/16/17
Date

Section 3. Copies of this amendment shall be delivered to the Budget/Finance Officer and Town Auditor for their direction.

Adopted this 17th day of March 2017.

Recorded and filed:


Budget Officer/Town Administrator

3/17/17
Date


Town Clerk

3/17/17
Date



TOWN OF MONTREAT

P. O. Box 423
Montreat, NC 28757
Tel: (828)669-8002 Fax: (828)669-3810
www.townofmontreat.org

RESOLUTION #17-04-003 HONORING POLICE CHIEF JACK M. STAGGS UPON HIS RETIREMENT

WHEREAS, Jack M. Staggs was hired as a Patrol Officer for the Town of Montreat in March of 1982 and served in that capacity until 2007; and

WHEREAS, Chief Staggs served as an Investigator with the Black Mountain Police Department, a Sergeant with the Black Mountain Police Department, a Lieutenant with the Black Mountain Police Department and finally Chief of Police for the Town of Black Mountain prior to rejoining the Montreat Police Department as Captain in 2007; and

WHEREAS, Chief Staggs had been a member of the Black Mountain Fire Department from 1978-2007; and

WHEREAS, Chief Staggs has been involved in many law enforcement organizations including the Police Benevolent Association and the Chief's Association; and

WHEREAS, Chief Staggs gave out thousands of hugs, hundreds of dog bones, plenty of stickers and always an assortment of Life Savers at various meetings; and

WHEREAS, Chief Staggs and his wife Janice have supported law enforcement efforts for many years;

NOW, THEREFORE, BE IT RESOLVED that the Town of Montreat Board of Commissioners does hereby commend and thank Chief Staggs for many years of dedicated law enforcement service, and especially for his positive contributions to the Montreat Police Department, and wishes him a healthy and enjoyable retirement.

READ, APPROVED AND ADOPTED, this the 6th day of April, 2017.

[SEAL]

Tim Helms, Mayor

ATTEST:

I hereby certify that this is a true and correct copy of this Resolution, duly adopted by the Town of Montreat on the 6th day of April, 2017 as it appears of record in the official minutes.

Angie Murphy
Town Clerk

**TOWN OF MONTREAT BOARD OF COMMISSIONERS
REQUEST FOR BOARD ACTION**

Meeting Date: April 6, 2017

SUBJECT: Resolution to Award Badge and Service Weapon to Retiring Police Chief Jack M. Staggs

AGENDA INFORMATION:

Agenda Location: Consent Agenda

Item Number: C

Department: Police Department

Contact: David Arrant

Presenter: David Arrant

BRIEF SUMMARY: NC G.S. 20-187.2 provides that retiring members of municipal law enforcement agencies may receive, at the time of their retirement, the badge worn or carried by them during their service with the municipality; and further provides that the governing body of the municipal law enforcement agency may, at its discretion, award to a retiring member the service sidearm of such retiring member.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To adopt Resolution #17-04-0001 awarding retiring Police Chief, Jack M. Staggs his badge and service weapon as provided in NC G.S. 20-187.2.

FUNDING SOURCE: N/A

ATTACHMENTS: Resolution #17-04-0001

STAFF COMMENTS AND RECOMMENDATIONS: Adopt as presented.



TOWN OF MONTREAT

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RESOLUTION #17-04-001

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF MONTREAT, NORTH CAROLINA AWARDING TO RETIRING POLICE CHIEF JACK STAGGS HIS BADGE AND SERVICE SIDEARM

WHEREAS, Jack Staggs has served the Town of Montreat in a conscientious, dedicated and an exemplary manner as Chief of Police for the past 5 years; and

WHEREAS, G.S. 20-187.2 provides that retiring members of municipal law enforcement agencies may receive, at the time of their retirement, the badge worn or carried by them during their service with the municipality; and

WHEREAS, G.S. 20-187.2 further provides that the governing body of the municipal law enforcement agency may, in its discretion, award to a retiring member the service sidearm of such retiring member; and

WHEREAS, Jack Staggs has served as a member of the Town of Montreat Police Department for a period of 10 years and as Police Chief for 5 years and is retiring from the Town of Montreat Police Department on March 31, 2017.

WHEREAS, Jack Staggs should be recognized for his tireless commitment to his county and community, we recognize his over thirty-five years of service and say thank you for a job well done;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Montreat, North Carolina as follows:

1. The Town Manager or his designee is hereby authorized in accordance with the provisions of G.S. 20-187.2 to transfer to Jack Staggs the worn by him during his service with the Town of Montreat Police Department and his service sidearm, a Glock .45 caliber, Model 21, serial number PZB098.

DULY ADOPTED this the 6th day of April 2017.

ATTEST:

Tim Helms, Mayor

Angie Murphy Town Clerk

Alex Carmichael, Town Administrator



TOWN OF MONTREAT

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RESOLUTION #17-04-002 DESIGNATING APRIL 29, 2017 AS ARBOR DAY IN THE TOWN OF MONTREAT

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now celebrated throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes and fuel for our fires; and

WHEREAS, trees in our town increase property values and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal;

NOW, THEREFORE, BE IT RESOLVED that the Town of Montreat Board of Commissioners hereby designates April 29, 2017 as Arbor Day in the Town of Montreat, and urges all citizens to celebrate Arbor Day and support efforts to protect our trees and woodlands.

READ, APPROVED AND ADOPTED, this the 6th day of April, 2017.

[SEAL]

Tim Helms, Mayor

ATTEST:

I hereby certify that this is a true and correct copy of this Resolution, duly adopted by the Town of Montreat on the 6th day of April, 2017 as it appears of record in the official minutes.

Angie Murphy
Town Clerk

**TOWN OF MONTREAT BOARD OF COMMISSIONERS
REQUEST FOR BOARD ACTION**

Meeting Date: April 6, 2017

SUBJECT: Resolution Designating April 29, 2017 Arbor Day in the Town of Montreat

AGENDA INFORMATION:

Agenda Location: Consent Agenda

Item Number: D

Department: Administration

Contact: Alex Carmichael

Presenter: Alex Carmichael

BRIEF SUMMARY: The Town of Montreat is an official Tree City USA and as such each year we adopt a day to celebrate Arbor Day in our Town. On this day we will hold our Native Plant Sale at Moore Center Field from 9:00 a.m. – 2:00 p.m. in which we will encourage all citizens to plant and care for native trees to gladden the heart and promote the well-being of this and future generations

RECOMMENDED MOTION AND REQUESTED ACTIONS: To adopt Resolution #17-04-002 designating April 29, 2017 as Arbor Day in the Town of Montreat.

FUNDING SOURCE: N/A

ATTACHMENTS: Resolution #17-04-002

STAFF COMMENTS AND RECOMMENDATIONS: Adopt as presented.



TOWN OF MONTREAT

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RESOLUTION #17-04-004 DECLARING CERTAIN ITEMS SURPLUS AND AUTHORIZING DISPOSAL BY PRIVATE NEGOTIATION AND SALE

WHEREAS, North Carolina General Statute 160A-266 and 160A-267 allows for a city to dispose of personal property belonging to the city by private negotiation and sale valued at less than thirty thousand dollars (\$30,000) for any one item or group of similar items; and

WHEREAS, the Town of Montreat Board of Commissioners have determined that the following property is surplus property and desire to sell or dispose of same:

1985 Ford F-700 Dump Truck 1FDNF60H2FVA04216 mileage 35,349
1994 F-250 Pickup Truck 1FTHF26H1RNB00151 mileage 119,084
2008 GEM Electric Truck 5ASAK27489F048886 mileage 1,280
1960s Leaf Vacuum with Ford Industrial Engine Model# C-108-HP4 L-301
Military supply generator and trailer
2007 Ford Explorer
2008 Ford Crown Victoria

NOW, THEREFORE, BE IT RESOLVED by the Town of Montreat Board of Commissioners the following:

- (1) That the items listed above are declared surplus property; and
- (2) That the Board of Commissioners wishes to dispose of the property by private negotiation and sale; and
- (3) That the Town Administrator is authorized to dispose of the property by private negotiation and sale; and
- (4) That a report detailing the final negotiated price for the property be presented to the Board of Commissioners upon final sale; and
- (5) The clerk to the Board of Commissioners shall publish a notice summarizing this resolution, and no sale may be executed pursuant to this resolution until at least 10 days after the day the notice is published.

READ, APPROVED, AND ADOPTED, this the 6th day of April, 2017.

Tim Helms, Mayor

Alex Carmichael, Town Administrator

ATTEST:

I, hereby certify this is a true and correct copy of this Resolution, duly adopted by the Town of Montreat on the 6th day of April, 2017, as it appears of record in the official minutes.

Angie Murphy, Town Clerk

MONTHLY POLICE STATISTICS REPORT

March	2017	2016	2015	2014	2013
Mileage	2985	3372	2805	2888	3049
Dispatched Calls	77	88	70	100	103
Officer-Initiated Calls	267	200	224	263	176
Fire/EMS Assistance Calls	7F,2E	3F,2E	6F,1E	7F,3E	7
Motorist/Other Assistance Calls	69	44	49	69	62
Traffic Stops	8	52,75G	40	44	35
Parking Issues	4	5	3	5	10
Burglar/Fire Alarm Responses	5B,1F	1B	3B,1F	1F	3B,2F
Residential/Building Checks	187	280	301	160	136
Ordinance violations	10	18	12	21	14
LE Agency Assistance Calls	5	18	15	20	34
Animal Calls	1	3	2	0	0
Larcenies	0	2	0	1	0
B&E Calls	0	1R,1V	0	1	1
Suspicious Person/Vehicle Investigations	12P,23V	6P,27V	11P,36V	12P,22V	3P,11V
Disturbance Calls	6	4	4	3	0
Accident Responses	2	0	0	0	0
Auxiliary Hours Worked	24R,60T	40R,12T	40R,15T	32R,12T	32R,96T
Truck turns at gate	2	2	0	2	6

- Town service: 441
- MRA service: 165
- College service: 12

- On 03-03-2017, a report of a Hit and Run in Anderson Parking lot resulted in the search and subsequent locating of the offending vehicle

- On 03-04-2017, a call regarding a lost hiker came in. The individual had become lost in the Greybeard Trail area. Search and Rescue from Black Mountain Fire Department initiated the operation; while elements from the neighboring agencies assisted as the operation grew in scope. The lost hiker was located the next morning in McDowell County with no injuries.

- On 03-08-2017, MPD received a call regarding a suspicious individual sitting on a bench near the Greenway. The complainant advised that the subject had made inappropriate remarks to his granddaughter, causing her to feel uncomfortable.

- On 03-09-2017, MPD was able to locate the suspicious individual from the previous day's complaint call. The subject was approached and questioned.

- Also on 03-09-2017, a vehicle collision on Assembly Drive saw the involvement of MPD, BMPD, and EMS. As well as Montreat Public Works Department.

- On 03-18-2017, MPD was summoned to a residence on Kanawha Drive regarding a potential domestic issue. Information was gathered and disseminated to the rest of the department for future reference in the event of a problem.
- On 03-22-2017, MPD was dispatched to Overbrook Road in reference to a potential dispute between neighbors.
- On 03-23-2017, MPD was dispatched to Alabama Terrace regarding a narcotics induced overdose victim. BMFD and EMS resuscitated and transported the individual.
- On 03-27-2017, MPD received a report of gunfire.
- On 03-31-2017, Chief Jack Staggs officially retired after more than 35 years police work.

General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances
For the Period Ended February 28, 2017

	FYE 2017 Budgeted	Previously Reported	Current Month	FYE 2017 YTD Actual	FYE 16 Comparison YTD Actual	FYE 2017 Remaining Budget	Actual to Budget %	Statement Period	Variance	2/29/16
								8		
Revenues:										
Ad valorem taxes	\$ 953,900.00	\$ 803,358.36	\$ 9,596.39	\$ 812,954.75	\$ 877,150.64	\$ 140,945.25				
Other taxes and licenses	\$ 413,700.00	\$ 195,018.02	\$ 35,493.12	\$ 230,511.14	\$ 205,141.38	\$ 183,188.86				
Unrestricted intergovernmental	\$ 105,500.00	\$ 6,165.05	\$ 139.86	\$ 6,304.91	\$ 28,672.90	\$ 99,195.09				
Permits and Fees	\$ 45,700.00	\$ 26,048.00	\$ 5,943.25	\$ 31,991.25	\$ 29,554.01	\$ 13,708.75				
Community Service Fee	\$ 45,000.00	\$ 35,810.40	\$ 8,853.00	\$ 44,663.40	\$ 45,558.00	\$ 336.60				
Sales and Services	\$ 13,000.00	\$ 5,258.65	\$ 1,927.79	\$ 7,186.44	\$ 6,430.67	\$ 5,813.56				
Investment earnings	\$ 2,200.00	\$ 1,257.48	\$ 254.08	\$ 1,511.56	\$ 817.24	\$ 688.44				
Other revenues	\$ 4,000.00	\$ 4,443.69	\$ -	\$ 4,443.69	\$ 11,756.69	\$ (443.69)				
Subtotal - Normal Operating	\$ 1,583,000.00	\$ 1,077,359.65	\$ 62,207.49	\$ 1,139,567.14	\$ 1,205,081.53	\$ 443,432.86	71.99%	66.67%	5.32%	13.39%
<i>Restricted intergovernmental</i>	\$ 173,200.00	\$ 40,917.40	\$ -	\$ 40,917.40	\$ 156,087.96	\$ 132,282.60				
<i>Contributions - Landcare</i>	\$ -	\$ 2,200.00	\$ -	\$ 2,200.00	\$ 14,100.00	\$ (2,200.00)				
<i>Contributions - Open Space</i>	\$ -		\$ -		\$ -	\$ -				
Total Revenues	1,756,200.00	1,120,477.05	62,207.49	1,182,684.54	1,375,269.49	573,515.46	67.34%	66.67%	0.68%	-5.69%
Expenditures:										
Governing Body	\$ 85,500.00	\$ 20,571.94	\$ (1,169.56)	\$ 19,402.38	\$ 59,207.22	\$ 66,097.62	22.69%	66.67%	43.97%	10.12%
Administration	\$ 299,500.00	\$ 189,293.23	\$ 15,934.02	\$ 205,227.25	\$ 181,812.69	\$ 94,272.75	68.52%	66.67%	-1.86%	2.38%
Public Buildings	\$ 133,200.00	\$ 50,064.29	\$ (1,730.59)	\$ 48,333.70	\$ 37,192.39	\$ 84,866.30	36.29%	66.67%	30.38%	40.09%
Police	\$ 369,000.00	\$ 227,391.29	\$ 25,689.92	\$ 253,081.21	\$ 258,763.27	\$ 115,918.79	68.59%	66.67%	-1.92%	-1.62%
Building & Zoning	\$ 84,200.00	\$ 46,215.00	\$ 7,081.11	\$ 53,296.11	\$ 52,804.65	\$ 30,903.89	63.30%	66.67%	3.37%	2.43%
Public Works	\$ 80,400.00	\$ 45,199.12	\$ 4,806.68	\$ 50,005.80	\$ 50,025.41	\$ 30,394.20	62.20%	66.67%	4.47%	8.57%
Streets	\$ 647,000.00	\$ 130,447.01	\$ 11,739.67	\$ 142,186.68	\$ 195,442.44	\$ 504,813.32	21.98%	66.67%	44.69%	51.29%
Powell Bill	\$ -		\$ -	\$ -	\$ 5,324.35	\$ -	0.00%	66.67%	0.00%	57.16%
Sanitation	\$ 162,200.00	\$ 57,186.77	\$ 6,756.66	\$ 63,943.43	\$ 68,729.68	\$ 98,256.57	39.42%	66.67%	27.24%	6.17%
Env/Cons/Rec	\$ 18,000.00	\$ 6,147.87	\$ 820.00	\$ 6,967.87	\$ 9,321.14	\$ 11,032.13	38.71%	66.67%	27.96%	33.96%
Total expenditures	1,879,000.00	772,516.52	69,927.91	842,444.43	918,623.24	1,036,555.57	44.83%	66.67%	21.83%	30.56%
Revenues over expenditures	(122,800.00)	347,960.53	(7,720.42)	340,240.11	456,646.25	(463,040.11)				
Other financing sources (uses):										
Transfer to/from Water Fund		\$ -	\$ -	\$ -	\$ -	\$ -				
Fund Balance Appropriated:	\$ 122,800.00	\$ -	\$ -	\$ -	\$ -	\$ 122,800.00				
Total other financing sources	\$ 122,800.00	\$ -	\$ -	\$ -	\$ -	\$ 122,800.00				
Revenues and other sources over expenditures and other uses	\$ -	347,960.53	(7,720.42)	340,240.11	456,646.25	(340,240.11)				
Expenditure Recap:										
Salaries & Benefits	\$ 926,700.00	\$ 566,143.90	\$ 70,431.05	\$ 636,574.95	\$ 615,591.57	\$ 290,125.05				
Other Operating	\$ 399,800.00	\$ 185,285.77	\$ (7,913.64)	\$ 177,372.13	\$ 236,478.90	\$ 222,427.87				
CIP/Grant Projects	\$ 552,500.00	\$ 21,267.12	\$ 7,230.23	\$ 28,497.35	\$ 66,552.77	\$ 524,002.65				
Total Expenditures	1,879,000.00	772,696.79	69,747.64	842,444.43	918,623.24	1,036,555.57				

Water Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances
For the Period Ended February 28, 2017

	FYE 2016 Budgeted	Previously Reported	Current Month	FYE 2016 YTD Actual	FYE 15 Comparison YTD Actual	FYE 2016 Remaining Budget	Actual to Budget Percent	Statement Period 8	Variance	2/29/16
Revenues:										
Ad valorem taxes			\$ -			\$ -				
Other taxes and licenses		\$ 18,343.62	\$ -	\$ 18,343.62	\$ 133,764.64	\$ (18,343.62)				
MRA Comm Svc Fee	\$ -		\$ -			\$ -				
Permits and Fees			\$ -			\$ -				
Sales and Services	\$ 308,500.00	\$ 177,686.14	\$ 23,253.89	\$ 200,940.03	\$ 197,568.17	\$ 107,559.97				
Investment earnings	\$ 500.00	\$ 139.35	\$ 18.78	\$ 158.13	\$ 71.91	\$ 341.87				
Other revenues	\$ 27,500.00	\$ 8,141.46	\$ 5,141.43	\$ 13,282.89	\$ 21,810.13	\$ 14,217.11				
Subtotal - Normal Operating	\$ 336,500.00	\$ 204,310.57	\$ 28,414.10	\$ 232,724.67	\$ 353,214.85	\$ 103,775.33				
<i>Restricted intergovernmental</i>			\$ -			\$ -				
Total revenues	\$ 336,500.00	\$ 204,310.57	\$ 28,414.10	\$ 232,724.67	\$ 353,214.85	\$ 103,775.33	69.16%	66.67%	2.49%	41.35%
Expenditures:										
Water Department	\$ 336,500.00	\$ 94,778.57	\$ 27,413.88	\$ 122,192.45	\$ 82,136.06	\$ 214,307.55	36.31%	66.67%	30.35%	41.55%
Total expenditures	\$ 336,500.00	\$ 94,778.57	\$ 27,413.88	\$ 122,192.45	\$ 82,136.06	\$ 214,307.55	36.31%	66.67%	30.35%	41.55%
Revenues over expenditures	\$ -	\$ 109,532.00	\$ 1,000.22	\$ 110,532.22	\$ 271,078.79	\$ (110,532.22)				
Other financing sources (uses):										
Transfers to/from General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Fund Balance Appropriated:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Total other financing sources (uses)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Revenues and other sources over expenditures and other uses	\$ -	\$ 109,532.00	\$ 1,000.22	\$ 110,532.22	\$ 271,078.79	\$ (110,532.22)				
Expenditure Recap:										
Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Other Operating	\$ 279,500.00	\$ 92,908.47	\$ 27,128.16	\$ 120,036.63	\$ 82,136.06	\$ 159,463.37				
<i>CIP/Grant Projects</i>	\$ 57,000.00	\$ 1,870.00	\$ 285.82	\$ 2,155.82	\$ -	\$ 54,844.18				
Total Expenditures	\$ 336,500.00	\$ 94,778.57	\$ 27,413.98	\$ 122,192.45	\$ 82,136.06	\$ 214,307.55				

Town of Montreat			Cash & Investments Report			As of	February 28, 2017	
Institution	Type	Maturity Date	Balance	Central	General	Water	Int. Rate	Int for mo
Avl Sav Bank	Checking x2519		\$ 205,499.10	\$ 205,499.10			0.00%	\$ -
Avl Sav Bank	Cent'l Dep x 6863		\$ 37,236.95	\$ 37,236.95			0.00%	\$ -
Avl Sav Bank	Savings - Powell Bill 3572		\$ 190,799.77		\$ 190,799.77		0.10%	\$ 14.64
Avl Sav Bank	Savings - Water Res. 7727		\$ 58,182.39			\$ 58,182.39	0.10%	\$ 4.46
Avl Sav Bank	MMkt Acct xxx1204		\$ 1,924,154.61		\$ 1,924,154.61		0.14%	\$ 202.77
Avl Sav Bank	Subtotal		\$ 2,415,872.82					
BB&T	MMkt Act - General Fund		\$ 450,238.44		\$ 450,238.44		0.10%	\$ 34.54
BB&T	MMkt Act - Water Fund		\$ 157,575.85			\$ 157,575.85	0.10%	\$ 12.09
BB&T	Subtotal		\$ 607,814.29					
NCCMT	Investment - General Fund		\$ 6,453.04		\$ 6,453.04		0.42%	\$ 2.13
NCCMT	Investment - Water Fund		\$ 6,739.17			\$ 6,739.17	0.43%	\$ 2.23
NCCMT	Subtotal		\$ 13,192.21					
All Accts	Subtotal		\$ 3,036,879.32	\$ 242,736.05	\$ 2,571,645.86	\$ 222,497.41	0.12%	\$ 272.86
All Accts	Fiscal Year to Date		\$ 2,490,360.35				0.10%	\$ 1,608.72
			(average)				(average)	(cumulative)
Avl Sav Bank	CD, 1yr x6827 Empl Benf	11/24/2017	\$ 54,525.10		\$ 54,525.10		0.20%	
Avl Sav Bank	CD x5119	11/12/2017	\$ 10,362.94		\$ 10,362.94		0.20%	
CDs	Subtotal		\$ 64,888.04				0.20%	\$ -
All Accts + CDs	Total		\$ 3,101,767.36				0.11%	\$ 272.86
All Accts + CDs	Fiscal Year to Date		\$ 2,555,207.53				0.10%	\$ 1,669.70
			(average)				(average)	

(Note: updated figures for CDs to be posted in December)

03/30/17
14:24:17

Fiscal Year: 2017
Fiscal Month Range: 8-8

TOWN OF MONTREAT
Revenue Statement
Period Ending: February 28, 2017
10 GENERAL FUND

Selected Department Page 1
(ALL) All Departments

Account Description	Account Number	Estimated Revenue	Activity This Period	Revenue To Date	Uncollected To Date	Percent Collected %
PY AD VALOREM TAXES	10-00-3000-100	500.00	2.15	2.15	497.85	0.43
CY AD VALOREM TAXES	10-00-3005-100	953,400.00	9,594.24	812,952.60	140,447.40	85.26
TAX INTEREST & PENALTIES	10-00-3050-100	2,000.00	227.06	1,028.08	971.92	51.40
LOCAL SALES TAX	10-00-3065-100	400,000.00	34,002.64	223,320.63	176,679.37	55.83
PAYMENT IN LIEU OF TAXES	10-00-3070-100	2,000.00	0.00	0.00	2,000.00	0.00
PY DMV TAXES	10-00-3104-100	100.00	0.00	0.00	100.00	0.00
CY DMV TAXES	10-00-3194-100	11,600.00	1,263.42	6,162.43	5,437.57	53.12
UTILITIES FRANCHISE TAX	10-00-3205-200	100,000.00	0.00	0.00	100,000.00	0.00
WINE & BEER TAX	10-00-3220-200	3,000.00	0.00	0.00	3,000.00	0.00
RETAIL & WHOLESALE REFUND	10-00-3225-200	0.00	0.00	6,027.08	-6,027.08	0.00
SOLID WASTE DISPOSAL TAX	10-00-3235-200	500.00	139.86	277.83	222.17	55.56
CONTRIBUTIONS	10-00-3300-300	2,000.00	0.00	1,500.00	500.00	75.00
PUBLIC SAFETY CHARGES	10-10-3305-300	3,000.00	842.79	2,247.44	752.56	74.91
GRANT PROCEEDS - FEDERAL	10-10-3310-300	133,200.00	0.00	0.00	133,200.00	0.00
POWELL BILL	10-20-3325-300	40,000.00	0.00	40,917.40	-917.40	102.29
CONTRIBUTIONS - LANDCARE	10-80-3330-340	0.00	0.00	200.00	-200.00	0.00
CONTRIBUTIONS - Voluntary Rec	10-00-3330-341	0.00	0.00	1,743.94	-1,743.94	0.00
Landcare - Grants - Hemlock	10-80-3340-452	0.00	0.00	2,000.00	-2,000.00	0.00
REIMBURSEMENT OF EXPENDITURE	10-10-3345-300	0.00	0.00	606.13	-606.13	0.00
COURT COSTS - ARREST FEES & F	10-10-3405-400	200.00	29.50	44.50	155.50	22.25
FIRE INSPECTION FEES	10-10-3425-400	500.00	0.00	0.00	500.00	0.00
BUILDING PERMITS	10-10-3430-400	45,000.00	5,913.75	31,946.75	13,053.25	70.99
SANITATION FEES	10-10-3435-400	10,000.00	935.00	2,510.00	7,490.00	25.10
BACK DOOR PICKUP	10-10-3435-410	0.00	0.00	1,110.00	-1,110.00	0.00
SPECIAL PICKUP	10-10-3435-420	0.00	100.00	545.00	-545.00	0.00
PAYT	10-10-3435-430	0.00	50.00	774.00	-774.00	0.00
COMMUNITY SERVICE FEE	10-00-3550-800	45,000.00	8,853.00	44,663.40	336.60	99.25
INTEREST ON INVESTMENTS	10-00-3800-800	2,000.00	239.44	1,380.61	619.39	69.03
INTEREST INVESTMNT-POWELL BIL	10-00-3805-800	200.00	14.64	130.95	69.05	65.47
MISC REVENUE	10-00-3815-800	1,000.00	0.00	593.62	406.38	59.36

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TOWN OF MONTREAT
Revenue Statement
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Account Description	Account Number	Estimated Revenue	Activity This Period	Revenue To Date	Uncollected To Date	Percent Collected %
SALE OF FIXED ASSETS	10-00-3820-800	1,000.00	0.00	0.00	1,000.00	0.00
FUND BALANCE APPROPRIATED	10-00-3905-900	122,800.00	0.00	0.00	122,800.00	0.00
TOTAL FUND REVENUE:		1,879,000.00	62,207.49	1,182,684.54	696,315.46	62.94

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TOWN OF MONTREAT
Encumbrances & Expenditure Statement
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10 GENERAL FUND

Selected Department *Page 1*
 (ALL) All Departments

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (4100) GOVERNING BODY							
SALARIES & WAGES	10-00-4100-020	9,800.00	0.00	4,900.00	0.00	4,900.00	50.00
PROFESSIONAL SERVICES	10-00-4100-040	59,000.00	0.00	15,447.50	10,000.00	33,552.50	43.13
FICA EXPENSE	10-00-4100-050	800.00	0.00	374.88	0.00	425.12	46.86
TRAVEL & TRAINING	10-00-4100-140	500.00	80.00	412.41	0.00	87.59	82.48
ADVERTISING	10-00-4100-260	5,000.00	0.00	1,134.50	0.00	3,865.50	22.69
DEPARTMENT SUPPLIES	10-00-4100-330	1,800.00	90.84	809.29	0.00	990.71	44.96
SALARY CONTINGENCY	10-00-4100-332	13,500.00	0.00	0.00	0.00	13,500.00	0.00
INDIRECT COST ALLOCATI	10-00-4100-480	-5,400.00	-1,340.40	-4,021.20	0.00	-1,378.80	74.46
CONTRIBUTIONS	10-00-4100-520	500.00	0.00	345.00	0.00	155.00	69.00
TOTAL DEPT: (4100) GOVERNING BODY		85,500.00	-1,169.56	19,402.38	10,000.00	56,097.62	34.38

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TOWN OF MONTREAT
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 (ALL) All Departments

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (4200) ADMINISTRATION							
SALARIES & WAGES	10-00-4200-020	181,800.00	14,715.72	125,317.19	0.00	56,482.81	68.93
FICA EXPENSE	10-00-4200-050	13,900.00	1,157.48	9,646.76	0.00	4,253.24	69.40
GROUP INSURANCE	10-00-4200-060	24,900.00	1,090.08	13,361.55	0.00	11,538.45	53.66
RETIREMENT EXPENSE	10-00-4200-070	22,300.00	965.32	9,657.72	0.00	12,642.28	43.30
POSTAGE	10-00-4200-100	2,000.00	0.00	400.00	0.00	1,600.00	20.00
TELEPHONE	10-00-4200-110	5,200.00	492.09	3,981.39	0.00	1,218.61	76.56
TRAVEL & TRAINING	10-00-4200-140	4,000.00	923.89	7,560.05	1,000.00	-4,560.05	214.00
M & R EQUIPMENT	10-00-4200-160	29,500.00	610.00	24,969.48	5,143.98	-613.46	102.08
ADVERTISING	10-00-4200-260	1,800.00	64.80	469.41	0.00	1,330.59	26.07
OFFICE EXPENSE	10-00-4200-320	3,000.00	230.92	1,830.44	0.00	1,169.56	61.01
OFFICE EQUIPMENT	10-00-4200-330	1,000.00	0.00	453.72	0.00	546.28	45.37
BANK SERVICE CHARGE EX	10-00-4200-340	1,200.00	105.90	1,008.38	0.00	191.62	84.03
CONTRACT SERVICES	10-00-4200-450	21,000.00	215.42	16,738.96	0.00	4,261.04	79.70
INDIRECT COST ALLOCATI	10-00-4200-480	-18,500.00	-4,637.60	-13,912.80	0.00	-4,587.20	75.20
DUES & SUBSCRIPTIONS	10-00-4200-530	3,300.00	0.00	2,245.00	0.00	1,055.00	68.03
SUPERVISOR'S EXPENSE	10-00-4200-550	500.00	0.00	0.00	0.00	500.00	0.00
CAPITAL OUTLAY	10-00-4200-730	2,600.00	0.00	1,500.00	1,500.00	-400.00	115.38
TOTAL DEPT: (4200) ADMINISTRATION		299,500.00	15,934.02	205,227.25	7,643.98	86,628.77	71.07

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Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (5000) PUBLIC BUILDINGS							
UTILITIES	10-00-5000-130	3,000.00	108.56	1,117.69	0.00	1,882.31	37.25
M & R BUILDINGS & GROU	10-00-5000-150	2,500.00	41.97	1,439.94	0.00	1,060.06	57.59
M & R EQUIPMENT	10-00-5000-160	8,800.00	317.58	4,604.21	0.00	4,195.79	52.32
DEPARTMENT SUPPLIES	10-00-5000-330	200.00	0.00	0.00	0.00	200.00	0.00
INDIRECT COST ALLOCATI	10-00-5000-480	-8,800.00	-2,198.70	-6,596.10	0.00	-2,203.90	74.95
INSURANCE	10-00-5000-540	37,000.00	0.00	36,223.08	0.00	776.92	97.90
CAPITAL OUTLAY	10-00-5000-730	90,500.00	0.00	11,544.88	0.00	78,955.12	12.75
TOTAL DEPT: (5000) PUBLIC BUILDINGS		133,200.00	-1,730.59	48,333.70	0.00	84,866.30	36.28

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Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (5100) POLICE							
SALARIES & WAGES	10-10-5100-020	232,700.00	17,807.40	165,238.92	0.00	67,461.08	71.00
FICA EXPENSE	10-10-5100-050	17,800.00	1,353.93	12,585.25	0.00	5,214.75	70.70
GROUP INSURANCE	10-10-5100-060	41,500.00	3,661.49	33,383.19	0.00	8,116.81	80.44
RETIREMENT EXPENSE	10-10-5100-070	30,300.00	2,244.89	20,462.42	0.00	9,837.58	67.53
TELEPHONE	10-10-5100-110	2,000.00	61.26	864.31	0.00	1,135.69	43.21
TRAVEL & TRAINING	10-10-5100-140	500.00	0.00	142.00	0.00	358.00	28.40
M & R EQUIPMENT	10-10-5100-160	5,000.00	0.00	2,135.00	0.00	2,865.00	42.70
M & R AUTO	10-10-5100-170	4,000.00	0.00	1,867.17	0.00	2,132.83	46.67
PUBLIC ED - SAFETY SAT	10-10-5100-234	500.00	0.00	0.00	0.00	500.00	0.00
AUTO SUPPLIES (GAS, OI	10-10-5100-310	10,000.00	488.95	4,087.99	0.00	5,912.01	40.88
MEDICAL CERTIFICATION	10-10-5100-320	1,000.00	0.00	0.00	0.00	1,000.00	0.00
DEPARTMENT SUPPLIES	10-10-5100-330	2,500.00	72.00	2,139.61	0.00	360.39	85.58
UNIFORMS	10-10-5100-360	1,700.00	0.00	514.86	0.00	1,185.14	30.28
DUES & SUBSCRIPTIONS	10-10-5100-530	300.00	0.00	160.49	0.00	139.51	53.49
DISPATCHER SERVICES	10-10-5100-760	19,200.00	0.00	9,500.00	0.00	9,700.00	49.47
TOTAL DEPT: (5100) POLICE		369,000.00	25,689.92	253,081.21	0.00	115,918.79	68.58

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Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (5400) BUILDING & ZONING							
SALARIES & WAGES	10-10-5400-020	50,900.00	3,848.64	33,733.33	0.00	17,166.67	66.27
FICA EXPENSE	10-10-5400-050	3,900.00	294.43	2,581.38	0.00	1,318.62	66.18
GROUP INSURANCE	10-10-5400-060	8,300.00	950.01	6,894.27	0.00	1,405.73	83.06
RETIREMENT EXPENSE	10-10-5400-070	6,300.00	474.92	4,157.77	0.00	2,142.23	65.99
TELEPHONE	10-10-5400-110	800.00	43.72	390.14	0.00	409.86	48.76
TRAVEL & TRAINING	10-10-5400-140	2,500.00	1,094.09	1,863.64	0.00	636.36	74.54
M & R EQUIPMENT	10-10-5400-160	3,800.00	0.00	0.00	0.00	3,800.00	0.00
M&R AUTO	10-10-5400-170	700.00	63.02	63.02	0.00	636.98	9.00
AUTO SUPPLIES	10-10-5400-310	800.00	21.94	99.06	0.00	700.94	12.38
DEPARTMENT SUPPLIES	10-10-5400-330	3,500.00	65.34	2,528.50	0.00	971.50	72.24
PLANNING BOARD	10-10-5400-331	250.00	0.00	0.00	0.00	250.00	0.00
BOARD OF ADJUSTMENT	10-10-5400-332	250.00	0.00	0.00	0.00	250.00	0.00
CONTRACT SERVICES - BU	10-10-5400-450	1,250.00	50.00	250.00	0.00	1,000.00	20.00
FIRE INSPECTIONS	10-10-5400-451	250.00	0.00	0.00	0.00	250.00	0.00
DUES & SUBSCRIPTIONS	10-10-5400-530	700.00	175.00	735.00	0.00	-35.00	105.00
CAPITAL OUTLAY	10-10-5400-730	0.00	0.00	0.00	1,844.99	-1,844.99	0.00
TOTAL DEPT: (5400) BUILDING & ZONING		84,200.00	7,081.11	53,296.11	1,844.99	29,058.90	65.48

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Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (5550) PUBLIC WORKS							
SALARIES & WAGES	10-20-5550-020	54,800.00	4,300.80	37,339.33	0.00	17,460.67	68.13
FICA EXPENSE	10-20-5550-050	4,200.00	329.01	2,859.67	0.00	1,340.33	68.08
GROUP HEALTH INSURANCE	10-20-5550-060	8,300.00	732.29	6,676.55	0.00	1,623.45	80.44
RETIREMENT EXPENSE	10-20-5550-070	6,800.00	530.72	4,606.56	0.00	2,193.44	67.74
TELEPHONE	10-20-5550-110	700.00	40.01	282.62	0.00	417.38	40.37
TRAVEL & TRAINING	10-20-5550-140	1,200.00	0.00	0.00	0.00	1,200.00	0.00
M&R TRUCKS	10-20-5550-170	500.00	0.00	0.00	0.00	500.00	0.00
AUTO SUPPLIES	10-20-5550-310	3,500.00	152.35	1,044.07	0.00	2,455.93	29.83
DEPARTMENTAL SUPPLIES	10-20-5550-330	2,500.00	0.00	47.50	0.00	2,452.50	1.90
UNIFORMS	10-20-5550-360	500.00	0.00	0.00	0.00	500.00	0.00
STORMWATER PROGRAM	10-20-5550-370	2,500.00	0.00	985.00	0.00	1,515.00	39.40
INDIRECT COST ALLOCATI	10-20-5550-480	-5,100.00	-1,278.50	-3,835.50	0.00	-1,264.50	75.20
TOTAL DEPT: (5550) PUBLIC WORKS		80,400.00	4,806.68	50,005.80	0.00	30,394.20	62.19

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Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (5600) STREET DEPARTMENT							
SALARIES & WAGES	10-20-5600-020	111,400.00	8,352.69	74,455.16	0.00	36,944.84	66.83
FICA EXPENSE	10-20-5600-050	8,600.00	638.99	5,696.27	0.00	2,903.73	66.23
GROUP INSURANCE	10-20-5600-060	24,900.00	2,196.87	20,029.65	0.00	4,870.35	80.44
RETIREMENT EXPENSE	10-20-5600-070	13,700.00	1,030.73	9,023.27	0.00	4,676.73	65.86
TELEPHONE	10-20-5600-110	0.00	40.01	95.52	0.00	-95.52	0.00
TRAVEL & TRAINING	10-20-5600-140	2,000.00	10.00	295.00	0.00	1,705.00	14.75
M & R EQUIPMENT	10-20-5600-160	2,000.00	0.00	709.07	0.00	1,290.93	35.45
M & R TRUCKS	10-20-5600-170	3,500.00	16.24	1,625.22	0.00	1,874.78	46.43
AUTO SUPPLIES (GAS, OI	10-20-5600-310	8,000.00	297.58	4,065.05	0.00	3,934.95	50.81
DEPARTMENT SUPPLIES -	10-20-5600-330	5,000.00	433.89	2,379.02	0.00	2,620.98	47.58
REPAIRING AND WIDENING	10-20-5600-340	40,000.00	0.00	0.00	0.00	40,000.00	0.00
UNIFORMS	10-20-5600-360	2,000.00	0.00	1,135.22	0.00	864.78	56.76
CONTRACT SERVICE	10-20-5600-450	12,000.00	585.00	3,329.00	0.00	8,671.00	27.74
INDIRECT COST ALLOCATI	10-20-5600-480	-49,000.00	-12,245.00	-36,735.00	0.00	-12,265.00	74.96
CAPITAL OUTLAY	10-20-5600-730	388,500.00	7,230.23	15,452.47	0.00	373,047.53	3.97
STREET LIGHTING	10-20-5600-740	23,500.00	1,645.28	14,352.59	0.00	9,147.41	61.07
STORMWATER IMPROVEMENT	10-20-5600-745	3,000.00	0.00	64.60	0.00	2,935.40	2.15
ROAD MAINTENANCE	10-20-5600-750	8,000.00	0.00	3,521.52	0.00	4,478.48	44.01
SIGNS AND PAINTING	10-20-5600-755	4,500.00	0.00	93.09	0.00	4,406.91	2.06
BRIDGE INSPECTION	10-20-5600-760	2,000.00	0.00	1,228.35	0.00	771.65	61.41
SURVEYS AND MAPPING	10-20-5600-765	2,000.00	0.00	0.00	0.00	2,000.00	0.00
SNOW REMOVAL	10-20-5600-770	2,000.00	1,507.16	1,679.97	0.00	320.03	83.99
DEBT PAYMENT	10-20-5600-900	29,400.00	0.00	19,691.64	0.00	9,708.36	66.97
TOTAL DEPT: (5600) STREET DEPARTMENT		647,000.00	11,739.67	142,186.68	0.00	504,813.32	21.97

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DEPT (5800) SANITATION							
SALARIES AND WAGES	10-30-5800-020	33,700.00	2,518.84	22,433.58	0.00	11,266.42	66.56
CONTRACT SERVICES	10-30-5800-040	15,000.00	1,206.00	11,472.00	0.00	3,528.00	76.48
FICA EXPENSE	10-30-5800-050	2,600.00	192.68	1,716.12	0.00	883.88	66.00
GROUP HEALTH INSURANCE	10-30-5800-060	8,300.00	732.29	6,676.55	0.00	1,623.45	80.44
RETIREMENT - LOCAL GOV	10-30-5800-070	4,200.00	310.83	2,767.61	0.00	1,432.39	65.89
TELEPHONE	10-30-5800-110	750.00	43.72	350.03	0.00	399.97	46.67
UTILITIES	10-30-5800-130	500.00	42.36	322.49	0.00	177.51	64.49
M & R EQUIPMENT	10-30-5800-160	400.00	0.00	77.85	0.00	322.15	19.46
M & R - TRUCKS	10-30-5800-170	1,500.00	63.07	670.85	0.00	829.15	44.72
AUTO SUPPLIES	10-30-5800-310	5,000.00	73.83	1,026.48	0.00	3,973.52	20.53
SUPPLIES/TOOLS	10-30-5800-330	1,000.00	133.52	217.79	0.00	782.21	21.77
UNIFORMS	10-30-5800-360	750.00	0.00	0.00	0.00	750.00	0.00
CONTRACT - DUMPSTER SE	10-30-5800-451	12,500.00	740.34	10,070.18	0.00	2,429.82	80.56
TIPPING FEES	10-30-5800-550	12,000.00	699.18	6,141.90	0.00	5,858.10	51.18
CAPITAL OUTLAY - SANIT	10-30-5800-730	64,000.00	0.00	0.00	62,804.00	1,196.00	98.13
TOTAL DEPT: (5800) SANITATION		162,200.00	6,756.66	63,943.43	62,804.00	35,452.57	78.14

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Fiscal Year: 2017
Fiscal Month Range: 8-8

TOWN OF MONTREAT
Encumbrances & Expenditure Statement
Period Ending: February 28, 2017
10 GENERAL FUND

Selected Department *Page 9*
(ALL) All Departments

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (6190) ENVIRONMENT, CONSERVATION & RECREATION							
LANDCARE	10-80-6190-340	3,000.00	820.00	1,967.87	0.00	1,032.13	65.59
Landcare - Hemlocks	10-80-6190-452	10,000.00	0.00	5,000.00	0.00	5,000.00	50.00
OPEN SPACE CONSERVATIO	10-80-6190-710	5,000.00	0.00	0.00	0.00	5,000.00	0.00
TOTAL DEPT: (6190) ENVIRONMENT, CONSERVATION & REC		18,000.00	820.00	6,967.87	0.00	11,032.13	38.71
TOTAL FUND: (10) GENERAL FUND		1,879,000.00	69,927.91	842,444.43	82,292.97	954,262.60	49.21

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Fiscal Year: 2017
Fiscal Month Range: 8-8

TOWN OF MONTREAT
Revenue Statement
Period Ending: February 28, 2017
30 WATER FUND

Selected Department *Page 3*
(ALL) All Departments

Account Description	Account Number	Estimated Revenue	Activity This Period	Revenue To Date	Uncollected To Date	Percent Collected %
MSD BILLING FEES REVENUE	30-91-3400-400	20,000.00	4,663.89	10,882.41	9,117.59	54.41
WATER SALES	30-91-3500-500	143,500.00	9,192.94	88,595.26	54,904.74	61.73
WATER ACCESS FEES	30-91-3500-600	165,000.00	14,060.95	112,344.77	52,655.23	68.08
BILLING FEE REVENUE	30-91-3500-800	1,000.00	91.00	721.00	279.00	72.10
WATER TAPS	30-91-3505-500	2,000.00	0.00	0.00	2,000.00	0.00
WATER TRANSFER FEES	30-91-3505-700	1,000.00	75.00	475.00	525.00	47.50
SPECIAL ASSESSMENTS REVENUE	30-91-3610-600	0.00	0.00	18,343.62	-18,343.62	0.00
INTEREST ON INVESTMENTS	30-91-3805-800	500.00	18.78	158.13	341.87	31.62
MISC REVENUE	30-91-3810-800	500.00	0.00	0.00	500.00	0.00
LATE FEES	30-91-3815-800	3,000.00	363.18	1,255.18	1,744.82	41.83
CASH OVER/ CASH SHORT	30-91-3825-800	0.00	-51.64	-50.70	50.70	0.00
TOTAL FUND REVENUE:		336,500.00	28,414.10	232,724.67	103,775.33	69.16
TOTAL REVENUE:		2,215,500.00	90,621.59	1,415,409.21	800,090.79	63.88%

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Fiscal Year: 2017
Fiscal Month Range: 8-8

TOWN OF MONTREAT
Encumbrances & Expenditure Statement
Period Ending: February 28, 2017
30 WATER FUND

Selected Department Page 10
(ALL) All Departments

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (8100) WATER DEPARTMENT							
WATER SAMPLES	30-91-8100-030	8,500.00	30.00	710.00	0.00	7,790.00	8.35
COOP - WATER PURCHASES	30-91-8100-090	500.00	0.00	0.00	0.00	500.00	0.00
POSTAGE	30-91-8100-100	3,000.00	191.13	1,524.99	0.00	1,475.01	50.83
TELEPHONE	30-91-8100-110	2,500.00	43.72	991.74	0.00	1,508.26	39.67
UTILITIES	30-91-8100-130	30,600.00	2,691.52	18,395.39	0.00	12,204.61	60.11
TRAVEL & TRAINING	30-91-8100-140	2,000.00	0.00	0.00	0.00	2,000.00	0.00
M & R WELLS	30-91-8100-150	28,000.00	830.24	3,289.10	0.00	24,710.90	11.74
M & R EQUIPMENT	30-91-8100-160	10,000.00	1,317.83	5,965.01	1,626.86	2,408.13	75.91
M & R TRUCKS	30-91-8100-170	0.00	19.23	19.23	0.00	-19.23	0.00
AUTO SUPPLIES	30-91-8100-310	5,500.00	304.19	2,413.26	0.00	3,086.74	43.87
DEPARTMENT SUPPLIES	30-91-8100-330	2,500.00	0.00	1,144.22	0.00	1,355.78	45.76
INDIRECT COST ALLOCATI	30-91-8100-480	86,800.00	21,700.20	65,100.60	0.00	21,699.40	75.00
DUES & SUBSCRIPTIONS	30-91-8100-530	2,000.00	0.00	1,381.50	0.00	618.50	69.07
CAPITAL OUTLAY	30-91-8100-730	57,000.00	285.82	2,155.82	0.00	54,844.18	3.78
DEBT PAYMENT	30-91-8100-900	97,600.00	0.00	19,101.59	0.00	78,498.41	19.57
TOTAL DEPT: (8100) WATER DEPARTMENT		336,500.00	27,413.88	122,192.45	1,626.86	212,680.69	36.79
TOTAL FUND: (30) WATER FUND		336,500.00	27,413.88	122,192.45	1,626.86	212,680.69	36.79
TOTAL EXPENDITURES		2,215,500.00	97,341.79	964,636.88	83,919.83	1,166,943.29	47.32

Town of Montreat
March 2017 Zoning & Building Inspections Report

Zoning/Building Permit Applications:

<u>Last Name</u>	<u>First Name</u>	<u>Montreat Address</u>	<u>Zoning Compliance Date</u>	<u>Permit #</u>	<u>Permit Date</u>	<u>Description</u>
Vinson	Jennifer A.	136 Quillan Lane	N/A	5267	3/2/2017	Plumbing-Sewer Line
Wilson	James	114 Mecklenburg Circle	N/A	5268	3/3/2017	LP Gas Piping/Tankless WH
Lashley	Terry	138 Virginia Road	N/A	5269	3/6/2017	Plumbing-Replace Water Line
Legerton Family Gen. Partnership		222 North Carolina Terrace	N/A	5270	3/7/2017	Plumbing-Repairs
MRA		Oklahoma Road	N/A	5271	3/8/2017	Demolition-Old Stables
102 Frist Road LLC		102 Frist Road	N/A	5272	3/10/2017	Residential-Interior Renovations
Stevenson	Travis	99 Kanawha Drive	N/A	5273	3/13/2017	Non-engineered Retaining Wall
MRA		302 Lookout Road	N/A	5274	3/14/2017	Commercial-Window Replacement
Mills	Lucy	134 Kanawha Drive	N/A	5275	3/14/2017	Plumbing-Repairs
Law	James	342 Chapman Road	3/20/2017	5276	3/22/2017	New Single-Family Residence

ZONING ACTIVITY

Zoning Permit Applications: 1
Variance/Interpretation Requests: None
Conditional Use Requests: None
Permit Extensions Requested: None
Sign Permit Applications: None
Violations Reported: None

BUILDING INSPECTIONS

Building Permit Applications: 10
Building Inspections Requested: 17
Re-inspections Requested/Required: 3
Fire Inspections Requested/Required: None
Fire Permit Applications: None

Totals

Approved Zoning Permits: 1
Denied Zoning Permits: None
Pending Zoning Permits: None
Variance/Interpretation Granted: None
Conditional Use Permits Granted: None
Permit Extensions Granted: None
Sign Permits Issued: None
Notice of Violation (NOV): None

Totals

Building Permits Issued: 10
Pending Building Permits: None
Building Inspections Performed: 20
***Stop Work Order Issued:** None
****Defective Building Posted:** None
Denied Building Permits None
Fire Inspections Performed: None
Fire Re-Inspections Performed: None
Fire Permits Issued: None

Zoning Permits Report

Permits for 03/01/2017 to 03/24/2017

Report Date 03/24/2017

Permit: Z2008-0268	Issued: 03/20/2017	Expires: 09/16/2017	Property Owner: JAMES CORBIN & ELIZABETH
Applicant: JAMES CORBIN & ELIZABETH	Location: 342 CHAPMAN RD		Inspector:
Permit Type: SINGLE FAMILY RESIDENCE	Details: NEW SINGLE FAMILY	Cost: 350000	ID: 100034-Z000282

Combo Basic Report

Permits for 03/01/2017 to 03/24/2017

Report Date 03/24/2017

Source: Plumbing	Permit: U2012-5267	Date Issued: 03/02/2017	Permit Expires: 09/02/2017	ID: 100690-P000147
Applicant: ALL PRO PLUMBING: CHANDLEY Location: 136 QUILLAN LN				
Permit Type: REPLACE SEWER LINE	Structure: EXISTING HOME		Cost Est: 0	
Property Owner: JENNIE ANN A VINSON		PIN: 071074183800000		
Source: Mechanical	Permit: U2012-5268	Date Issued: 03/03/2017	Permit Expires: 09/03/2017	ID: 100118-M000277
Applicant: FOUR SEASONS PLUMBING: ROSE Location: 114 MECKLENBURG CIR				
Permit Type: GAS	Structure: EXISTING SFR/RENTAL		Cost Est: 0	
Property Owner: SALLY W PEREIRA JAMES W WILSON		PIN: 071054358300000		
Source: Plumbing	Permit: U2012-5269	Date Issued: 03/06/2017	Permit Expires: 09/06/2017	ID: 100105-P000148
Applicant: FOUR SEASONS PLUMBING: ROSE Location: 138 VIRGINIA RD				
Permit Type: REPLACE WATER LINE	Structure: EXISTING HOME		Cost Est: 0	
Property Owner: TERRY G LASHLEY		PIN: 071065856300000		
Source: Plumbing	Permit: U2012-5270	Date Issued: 03/07/2017	Permit Expires: 09/07/2017	ID: 100221-P000149
Applicant: TIM CLARK PLUMBING, INC.: CLAR Location: 222 NORTH CAROLINA TER				
Permit Type: PLUMBING REPAIRS	Structure: EXISTING HOME		Cost Est: 0	
Property Owner: LEGERTON FAMILY GEN PARTNERSHP		PIN: 071076716400000		
Source: Project	Permit: U2012-5271	Date Issued: 03/08/2017	Permit Expires: 09/08/2017	ID: 100502-J000066
Applicant: MOUNTAIN RETREAT ASSOC Location: OKLAHOMA RD				
Permit Type: DEMOLITION PERMIT	Structure: OLD STABLE BUILDING		Cost Est: 0	
Property Owner: MOUNTAIN RETREAT ASSOC		PIN: 072025844100000		
Source: Building	Permit: U2012-5272	Date Issued: 03/10/2017	Permit Expires: 09/10/2017	ID: 100146-B000674
Applicant: ROB ROBINSON BUILDER, INC.: RO Location: 102 FRIST RD				
Permit Type: RES. IMPROVEMENTS	Structure: EXISTING HOME		Cost Est: 8000	
Property Owner: 102 FRIST ROAD LLC		PIN: 071045944900000		
Source: Building	Permit: U2012-5273	Date Issued: 03/13/2017	Permit Expires: 03/13/2018	ID: 100486-B000675
Applicant: TRAVIS B STEVENSON JR Location: 99 KANAWHA DR				
Permit Type: RETAINING WALL	Structure: EXISTING HOME		Cost Est: 17000	
Property Owner: TRAVIS B STEVENSON JR		PIN: 071044840100000		
Source: Building	Permit: U2012-5274	Date Issued: 03/14/2017	Permit Expires: 09/14/2017	ID: 200037-B000676
Applicant: DAVIDSON SASH AND DOOR, INC.: Location: 302 LOOKOUT ROAD				
Permit Type: COMM. IMPROVEMENTS	Structure: ANDERSON AUDITORIUM		Cost Est: 457204	
Property Owner: MOUNTAIN RETREAT ASSOCIATION		PIN: 071096514400000-AND.		
Source: Plumbing	Permit: U2012-5275	Date Issued: 03/14/2017	Permit Expires: 09/14/2017	ID: 100190-P000150
Applicant: BARLOWE PLUMBING SERVICE, INC. Location: 134 KANAWHA DR				
Permit Type: PLUMBING REPAIRS	Structure: EXISTING HOME		Cost Est: 0	
Property Owner: LUCY MCLEOD MILLS		PIN: 071053685300000		

Combo Basic Report

Permits for 03/01/2017 to 03/24/2017

Report Date 03/24/2017

Source: Building	Permit: U2012-5276	Date Issued: 03/22/2017	Permit Expires: 03/20/2018	ID: 100034-B000677
Applicant: EWING & MCCONNAUGHY, INC.:		Location: 342 CHAPMAN RD		
Permit Type: SINGLE FAMILY RES	Structure: NEW SINGLE FAMILY		Cost Est:	350000
Property Owner: JAMES CORBIN & ELIZABETH MARIE LAW			PIN:	072015118700000

Fee Detail Subsort Report

Report for 01/01/2017 to 03/24/2017

Sorted by Permit Number

Report Date 03/24/2017

Source	Permit	Date	Permit Type	Fee Type	Account	Fee Amount	Surcharge
Building	U2012-5249	01/09/2017	RES. REPAIRS	RES. REPAIRS		\$1,157.00	
Building	U2012-5249	01/09/2017	RES. REPAIRS	ELECTRICAL		\$200.00	
Building	U2012-5249	01/09/2017	RES. REPAIRS	MECHANICAL		\$100.00	
Building	U2012-5249	01/09/2017	RES. REPAIRS	HR FUND		\$10.00	
Building	U2012-5249	01/09/2017	RES. REPAIRS	PLUMBING		\$100.00	
Building	U2012-5249	01/09/2017	RES. REPAIRS	CERT OF OCC		\$60.00	
Item Count	6				Fee Totals	\$1,627.00	
Plumbing	U2012-5250	01/11/2017	PLUMBING	PLUMBING		\$100.00	
Item Count	1				Fee Totals	\$100.00	
Plumbing	U2012-5251	01/12/2017	PLUMBING	PLUMBING	28941388	\$100.00	
Item Count	1				Fee Totals	\$100.00	
Building	U2012-5252	01/12/2017	RES.	PERMIT		\$177.50	
Item Count	1				Fee Totals	\$177.50	
Electrical	U2012-5253	01/19/2017	ADD BRANCH	ELECTRICAL	29348377	\$100.00	
Item Count	1				Fee Totals	\$100.00	
Building	U2012-5254	01/20/2017	RES.	PERMIT		\$570.00	
Building	U2012-5254	01/20/2017	RES.	HR FUND		\$10.00	
Building	U2012-5254	01/20/2017	RES.	PLUMBING		\$100.00	
Building	U2012-5254	01/20/2017	RES.	ELECTRICAL		\$100.00	
Item Count	4				Fee Totals	\$780.00	
Building	U2012-5255	01/23/2017	RES.	PLUMBING		\$100.00	
Building	U2012-5255	01/23/2017	RES.	PERMIT		\$58.50	
Building	U2012-5255	01/23/2017	RES.	ELECTRICAL		\$100.00	
Item Count	3				Fee Totals	\$258.50	
Building	U2012-5256	01/30/2017	RES.	CERT OF OCC		\$60.00	
Building	U2012-5256	01/30/2017	RES.	PLUMBING		\$200.00	
Building	U2012-5256	01/30/2017	RES.	MECHANICAL		\$200.00	
Building	U2012-5256	01/30/2017	RES.	ELECTRICAL		\$200.00	
Building	U2012-5256	01/30/2017	RES.	HR FUND		\$10.00	
Building	U2012-5256	01/30/2017	RES.	PERMIT		\$1,200.00	
Item Count	6				Fee Totals	\$1,870.00	
Mechanical	U2012-5258	02/02/2017	CHANGE OUT	MECHANICAL		\$100.00	
Item Count	1				Fee Totals	\$100.00	
Building	U2012-5259	02/07/2017	RES.	ELECTRICAL	29820096	\$100.00	

Fee Detail Subsort Report

Report for 01/01/2017 to 03/24/2017

Sorted by Permit Number

Report Date 03/24/2017

Source	Permit	Date	Permit Type	Fee Type	Account	Fee Amount	Surcharge
Building	U2012-5259	02/07/2017	RES.	PERMIT	29820096	\$123.75	
Item Count	2				Fee Totals	\$223.75	
Electrical	U2012-5260	02/07/2017	ADD	PLUMBING		\$100.00	
Electrical	U2012-5260	02/07/2017	ADD	ELECTRICAL		\$100.00	
Item Count	2				Fee Totals	\$200.00	
Electrical	U2012-5262	02/14/2017	REPAIR	ELECTRICAL		\$100.00	
Item Count	1				Fee Totals	\$100.00	
Building	U2012-5263	02/20/2017	RES.	MECHANICAL		\$100.00	
Building	U2012-5263	02/20/2017	RES.	PLUMBING		\$200.00	
Building	U2012-5263	02/20/2017	RES.	PERMIT		\$360.00	
Building	U2012-5263	02/20/2017	RES.	ELECTRICAL		\$200.00	
Building	U2012-5263	02/20/2017	RES.	HR FUND		\$10.00	
Building	U2012-5263	02/20/2017	RES.	GAS		\$75.00	
Item Count	6				Fee Totals	\$945.00	
Mechanical	U2012-5264	02/20/2017	CHANGE OUT	MECHANICAL		\$100.00	
Item Count	1				Fee Totals	\$100.00	
Building	U2012-5266	02/23/2017	RES.	ELECTRICAL		\$100.00	
Building	U2012-5266	02/23/2017	RES.	HR FUND		\$10.00	
Building	U2012-5266	02/23/2017	RES.	PERMIT		\$300.00	
Building	U2012-5266	02/23/2017	RES.	PLUMBING		\$100.00	
Item Count	4				Fee Totals	\$510.00	
Plumbing	U2012-5267	03/02/2017	REPLACE SEWER	PLUMBING		\$100.00	
Item Count	1				Fee Totals	\$100.00	
Mechanical	U2012-5268	03/03/2017	GAS	GAS	30436695	\$75.00	
Mechanical	U2012-5268	03/03/2017	GAS	PLUMBING	30436695	\$100.00	
Item Count	2				Fee Totals	\$175.00	
Plumbing	U2012-5269	03/06/2017	REPLACE WATER	PLUMBING	30545819	\$100.00	
Item Count	1				Fee Totals	\$100.00	
Plumbing	U2012-5270	03/07/2017	PLUMBING	PLUMBING	30527066	\$100.00	
Item Count	1				Fee Totals	\$100.00	
Project	U2012-5271	03/08/2017	DEMOLITION	DEMOLITION		\$100.00	

Fee Detail Subsort Report

Report for 01/01/2017 to 03/24/2017

Sorted by Permit Number

Report Date 03/24/2017

Source	Permit	Date	Permit Type	Fee Type	Account	Fee Amount	Surcharge
Item Count 1					Fee Totals	\$100.00	
Building	U2012-5272	03/10/2017	RES.	ELECTRICAL		\$100.00	
Building	U2012-5272	03/10/2017	RES.	PERMIT		\$48.00	
Item Count 2					Fee Totals	\$148.00	
Building	U2012-5273	03/13/2017	RETAINING	PERMIT		\$100.00	
Item Count 1					Fee Totals	\$100.00	
Building	U2012-5274	03/14/2017	COMM.	COMM.		\$4,572.04	
Building	U2012-5274	03/14/2017	COMM.	ELECTRICAL		\$100.00	
Item Count 2					Fee Totals	\$4,672.04	
Plumbing	U2012-5275	03/14/2017	PLUMBING	PLUMBING		\$100.00	
Item Count 1					Fee Totals	\$100.00	
Building	U2012-5276	03/22/2017	SINGLE FAMILY	GAS		\$100.00	
Building	U2012-5276	03/22/2017	SINGLE FAMILY	ADJUSTMENT		\$-25.00	
Building	U2012-5276	03/22/2017	SINGLE FAMILY	HR FUND		\$10.00	
Building	U2012-5276	03/22/2017	SINGLE FAMILY	CERT OF OCC		\$60.00	
Building	U2012-5276	03/22/2017	SINGLE FAMILY	ELECTRICAL		\$200.00	
Building	U2012-5276	03/22/2017	SINGLE FAMILY	PLUMBING		\$300.00	
Building	U2012-5276	03/22/2017	SINGLE FAMILY	HEATED AREA		\$2,470.25	
Building	U2012-5276	03/22/2017	SINGLE FAMILY	COVERED		\$336.60	
Building	U2012-5276	03/22/2017	SINGLE FAMILY	MECHANICAL		\$200.00	
Building	U2012-5276	03/22/2017	SINGLE FAMILY	ADJUSTMENT		\$-25.00	
Item Count 10					Fee Totals	\$3,626.85	
Item Count 62					Fee Totals	\$16,413.64	

Fee Detail Subsort Report

Report for 01/01/2016 to 03/31/2016

Sorted by Permit Number

Report Date 03/24/2017

Source	Permit	Date	Permit Type	Fee Type	Account	Fee Amount	Surcharge
Mechanical	U2012-5061-G	02/25/2016	GAS	GAS		\$75.00	
Item Count	1				Fee Totals	\$75.00	
Building	U2012-5121-B	03/10/2016	RES.	CORRECTION		\$-508.00	
Building	U2012-5121-B	03/10/2016	RES.	PLUMBING		\$100.00	
Building	U2012-5121-B	03/10/2016	RES.	MECHANICAL		\$100.00	
Building	U2012-5121-B	03/10/2016	RES.	PERMIT		\$198.00	
Building	U2012-5121-B	03/10/2016	RES.	HR FUND		\$10.00	
Building	U2012-5121-B	03/10/2016	RES.	ELECTRICAL		\$100.00	
Item Count	6				Fee Totals	\$0.00	
Mechanical	U2012-5136	01/04/2016	CHANGE OUT	MECHANICAL		\$100.00	
Item Count	1				Fee Totals	\$100.00	
Mechanical	U2012-5137	01/06/2016	GAS	GAS	21928072	\$75.00	
Item Count	1				Fee Totals	\$75.00	
Building	U2012-5138	01/06/2016	RES.	MECHANICAL		\$200.00	
Building	U2012-5138	01/06/2016	RES.	PLUMBING		\$200.00	
Building	U2012-5138	01/06/2016	RES.	HR FUND		\$10.00	
Building	U2012-5138	01/06/2016	RES.	ELECTRICAL		\$200.00	
Building	U2012-5138	01/06/2016	RES.	CERT OF OCC		\$60.00	
Building	U2012-5138	01/06/2016	RES.	PERMIT		\$1,020.00	
Item Count	6				Fee Totals	\$1,690.00	
Building	U2012-5140	01/12/2016	RES.	PERMIT		\$750.00	
Building	U2012-5140	01/12/2016	RES.	PLUMBING		\$100.00	
Building	U2012-5140	01/12/2016	RES.	ELECTRICAL		\$100.00	
Building	U2012-5140	01/12/2016	RES.	HR FUND		\$10.00	
Building	U2012-5140	01/12/2016	RES.	MECHANICAL		\$100.00	
Item Count	5				Fee Totals	\$1,060.00	
Mechanical	U2012-5142	01/21/2016	CHANGE OUT	MECHANICAL	22125852	\$100.00	
Item Count	1				Fee Totals	\$100.00	
Building	U2012-5143	01/21/2016	RES.	CERT OF OCC		\$60.00	
Building	U2012-5143	01/21/2016	RES.	ELECTRICAL		\$200.00	
Building	U2012-5143	01/21/2016	RES.	PERMIT		\$990.00	
Building	U2012-5143	01/21/2016	RES.	PLUMBING		\$200.00	
Building	U2012-5143	01/21/2016	RES.	HR FUND		\$10.00	
Building	U2012-5143	01/21/2016	RES.	MECHANICAL		\$200.00	
Item Count	6				Fee Totals	\$1,660.00	
Building	U2012-5144	01/26/2016	RES.	PERMIT		\$50.00	

Fee Detail Subsort Report

Report for 01/01/2016 to 03/31/2016

Sorted by Permit Number

Report Date 03/24/2017

Source	Permit	Date	Permit Type	Fee Type	Account	Fee Amount	Surcharge
Building	U2012-5144	01/26/2016	RES.	PLUMBING		\$100.00	
Item Count	2				Fee Totals	\$150.00	
Building	U2012-5145	02/01/2016	RETAINING	PERMIT	22359418	\$100.00	
Item Count	1				Fee Totals	\$100.00	
Building	U2012-5146	02/02/2016	RES. REPAIRS	RES. REPAIRS		\$50.00	
Building	U2012-5146	02/02/2016	RES. REPAIRS	ELECTRICAL		\$100.00	
Item Count	2				Fee Totals	\$150.00	
Building	U2012-5147	02/02/2016	RES.	ADJUSTMENT		\$2.00	
Building	U2012-5147	02/02/2016	RES.	PLUMBING		\$100.00	
Building	U2012-5147	02/02/2016	RES.	PERMIT		\$48.00	
Item Count	3				Fee Totals	\$150.00	
Mechanical	U2012-5148	02/03/2016	CHANGE OUT	MECHANICAL		\$100.00	
Item Count	1				Fee Totals	\$100.00	
Building	U2012-5149	02/05/2016	RES.	PLUMBING		\$200.00	
Building	U2012-5149	02/05/2016	RES.	MECHANICAL		\$200.00	
Building	U2012-5149	02/05/2016	RES.	PERMIT		\$600.00	
Building	U2012-5149	02/05/2016	RES.	ELECTRICAL		\$200.00	
Building	U2012-5149	02/05/2016	RES.	HR FUND		\$10.00	
Item Count	5				Fee Totals	\$1,210.00	
Building	U2012-5150	02/12/2016	COMMERCIAL	COMMERCIAL		\$421.00	
Item Count	1				Fee Totals	\$421.00	
Building	U2012-5151	02/23/2016	COMM.	COMM.		\$300.00	
Item Count	1				Fee Totals	\$300.00	
Mechanical	U2012-5152	03/01/2016	CHANGE OUT	MECHANICAL	22845342	\$100.00	
Item Count	1				Fee Totals	\$100.00	
Electrical	U2012-5153	03/03/2016	ADD BRANCH	ELECTRICAL		\$100.00	
Item Count	1				Fee Totals	\$100.00	
Plumbing	U2012-5154	03/09/2016	PLUMBING	PLUMBING		\$100.00	
Item Count	1				Fee Totals	\$100.00	
Mechanical	U2012-5155	03/17/2016	CHANGE OUT	ELECTRICAL		\$100.00	
Mechanical	U2012-5155	03/17/2016	CHANGE OUT	MECHANICAL		\$100.00	

Fee Detail Subsort Report

Report for 01/01/2016 to 03/31/2016

Sorted by Permit Number

Report Date 03/24/2017

Source	Permit	Date	Permit Type	Fee Type	Account	Fee Amount	Surcharge
Item Count	2				Fee Totals	\$200.00	
Building	U2012-5156	03/17/2016	RES.	MECHANICAL		\$100.00	
Building	U2012-5156	03/17/2016	RES.	PLUMBING		\$200.00	
Building	U2012-5156	03/17/2016	RES.	PERMIT		\$252.00	
Building	U2012-5156	03/17/2016	RES.	ELECTRICAL		\$100.00	
Building	U2012-5156	03/17/2016	RES.	HR FUND		\$10.00	
Item Count	5				Fee Totals	\$662.00	
Item Count	53				Fee Totals	\$8,503.00	

Fee Detail Subsort Report

Report for 01/01/2015 to 03/31/2015

Sorted by Permit Number

Report Date 03/24/2017

Source	Permit	Date	Permit Type	Fee Type	Account	Fee Amount	Surcharge
Electrical	U2012-5031	01/13/2015	ADD BRANCH	ELECTRICAL		\$100.00	
Item Count	1				Fee Totals	\$100.00	
Building	U2012-5032	01/15/2015	COMM.	COMM.		\$1,020.00	
Item Count	1				Fee Totals	\$1,020.00	
Project	U2012-5033	01/16/2015	DEMOLITION	DEMOLITION		\$100.00	
Item Count	1				Fee Totals	\$100.00	
Building	U2012-5034	01/16/2015	RES.	PLUMBING		\$200.00	
Building	U2012-5034	01/16/2015	RES.	HR FUND		\$10.00	
Building	U2012-5034	01/16/2015	RES.	PERMIT		\$132.00	
Building	U2012-5034	01/16/2015	RES.	ELECTRICAL		\$100.00	
Item Count	4				Fee Totals	\$442.00	
Building	U2012-5035	01/16/2015	RETAINING	PERMIT		\$100.00	
Item Count	1				Fee Totals	\$100.00	
Building	U2012-5036	01/30/2015	RES. REPAIRS	RES. REPAIRS		\$118.80	
Item Count	1				Fee Totals	\$118.80	
Building	U2012-5038	02/03/2015	COMM. REPAIRS	ADJUSTMENT		\$-100.00	
Building	U2012-5038	02/03/2015	COMM. REPAIRS	COMM. REPAIRS		\$620.00	
Item Count	2				Fee Totals	\$520.00	
Electrical	U2012-5038-E	03/04/2015	REPAIR	ELECTRICAL		\$100.00	
Item Count	1				Fee Totals	\$100.00	
Building	U2012-5039	02/04/2015	RES.	CERT OF OCC		\$60.00	
Building	U2012-5039	02/04/2015	RES.	HR FUND		\$10.00	
Building	U2012-5039	02/04/2015	RES.	ELECTRICAL		\$200.00	
Building	U2012-5039	02/04/2015	RES.	PERMIT		\$1,606.52	
Building	U2012-5039	02/04/2015	RES.	MECHANICAL		\$200.00	
Building	U2012-5039	02/04/2015	RES.	PLUMBING		\$200.00	
Item Count	6				Fee Totals	\$2,276.52	
Mechanical	U2012-5040	02/10/2015	CHANGE OUT	MECHANICAL		\$100.00	
Item Count	1				Fee Totals	\$100.00	
Building	U2012-5042	02/19/2015	RES. REPAIRS	RES. REPAIRS		\$60.00	
Item Count	1				Fee Totals	\$60.00	

Fee Detail Subsort Report

Report for 01/01/2015 to 03/31/2015

Sorted by Permit Number

Report Date 03/24/2017

Source	Permit	Date	Permit Type	Fee Type	Account	Fee Amount	Surcharge
Project	U2012-5043	02/25/2015	DEMOLITION	DEMOLITION		\$100.00	
Item Count	1				Fee Totals	\$100.00	
Building	U2012-5044	03/05/2015	RES.	ELECTRICAL		\$100.00	
Building	U2012-5044	03/05/2015	RES.	GAS		\$75.00	
Building	U2012-5044	03/05/2015	RES.	PERMIT		\$114.00	
Building	U2012-5044	03/05/2015	RES.	PLUMBING		\$100.00	
Item Count	4				Fee Totals	\$389.00	
Building	U2012-5045	03/10/2015	COMM.	ELECTRICAL		\$200.00	
Building	U2012-5045	03/10/2015	COMM.	COMM.		\$3,000.00	
Building	U2012-5045	03/10/2015	COMM.	PLUMBING (X2)		\$200.00	
Item Count	3				Fee Totals	\$3,400.00	
Mechanical	U2012-5046	03/12/2015	CHANGE OUT	MECHANICAL		\$100.00	
Item Count	1				Fee Totals	\$100.00	
Mechanical	U2012-5047	03/27/2015	CHANGE OUT	MECHANICAL		\$100.00	
Item Count	1				Fee Totals	\$100.00	
Building	U2012-5048	03/30/2015	RES. REPAIRS	ADJUSTMENT		\$20.00	
Building	U2012-5048	03/30/2015	RES. REPAIRS	MECHANICAL		\$100.00	
Building	U2012-5048	03/30/2015	RES. REPAIRS	PLUMBING		\$100.00	
Building	U2012-5048	03/30/2015	RES. REPAIRS	RES. REPAIRS		\$30.00	
Item Count	4				Fee Totals	\$250.00	
Building	U2012-5051	03/31/2015	RETAINING	PERMIT		\$300.00	
Item Count	1				Fee Totals	\$300.00	
Item Count	35				Fee Totals	\$9,576.32	

Last Inspect Records

Report for 03/01/2017 to 03/24/2017

Report Date 03/24/2017

Permit	Location	Applicant	Permit Type	Insp Detail	Source	Last Insp	Time	Result	Next Insp	Who
U2012-5259	115 EASTMINSTER TER	SUGAR HOLLOW	RES.	ELEC. RE-INSPECT	Building	03/03/2017	09:00 AM	APPROVED	//	DEC
U2012-5252	522 KENTUCKY RD	CAROLINA HOME	RES.	SIDING/FLSHNG/WI	Building	03/03/2017	2:30 PM	APPROVED	//	DEC
U2012-5238	421 KENTUCKY ROAD	MONTREAT	COMMERCIAL	ROOFING/FLASHIN	Building	03/03/2017	3:00 PM	APPROVED	//	DEC
U2012-5245	232 NORTH CAROLINA	WADE D BURNS	ACCESSORY	WALL	Building	03/06/2017	10:30 AM	APPROVED	//	DEC
U2012-5267	136 QUILLAN LN	ALL PRO	REPLACE SEWER	SEWER LINE	Plumbing	03/06/2017	2:30 PM	APPROVED	//	DEC
U2012-5247	439 GREYBEARD TRL	BRIAN LOCKE	RES. REPAIRS	PLUMBING R.I.	Building	03/08/2017	10:30 AM	*APPROVED	//	DEC
U2012-5269	138 VIRGINIA RD	FOUR SEASONS	REPLACE WATER	WTR. SERVICE	Plumbing	03/09/2017	11:45 AM	APPROVED	//	DEC
U2012-5256	309 CHAPMAN RD	EWING &	RES.	FOOTING	Building	03/10/2017	10:00 AM	FAILED	//	DEC
U2012-5256	309 CHAPMAN RD	EWING &	RES.	FOOTING RE-INSP.	Building	03/10/2017	11:30 AM	APPROVED	//	DEC
U2012-5260	329 NORTH CAROLINA	ESSEX ELECTRIC,	ADD	PLUMBING FINAL	Electrical	03/14/2017	11:30 AM	APPROVED	//	DEC
U2012-5260	329 NORTH CAROLINA	ESSEX ELECTRIC,	ADD	ELECTRICAL INSP.	Electrical	03/14/2017	11:45 AM	FAILED	//	DEC
U2012-5236	177 MISSISSIPPI RD	EWING &	RES.	ELECTRICAL	Building	03/16/2017	2:30 PM	APPROVED	//	DEC
U2012-5236	177 MISSISSIPPI RD	EWING &	RES.	PLUMBING FINAL	Building	03/16/2017	2:45 PM	APPROVED	//	DEC
U2012-5236	177 MISSISSIPPI RD	EWING &	RES.	BUILDING FINAL	Building	03/16/2017	2:50 PM	APPROVED	//	DEC
U2012-5275	134 KANAWHA DR	BARLOWE	PLUMBING	PLUMBING FINAL	Plumbing	03/17/2017	11:15 AM	FAILED	//	DEC
U2012-5275	134 KANAWHA DR	BARLOWE	PLUMBING	PLUMBING	Plumbing	03/17/2017	4:45 PM	APPROVED	//	DEC
U2012-5256	309 CHAPMAN RD	EWING &	RES.	TEMP. ELEC.	Building	03/21/2017	1:00 PM	*APPROVED	//	DEC
U2012-5256	309 CHAPMAN RD	EWING &	RES.	FOUNDATION	Building	03/24/2017	4:00 PM	APPROVED	//	DEC
U2012-5256	309 CHAPMAN RD	EWING &	RES.	POST FTNG.	Building	03/24/2017	4:15 PM	APPROVED	//	DEC
U2012-5245	232 NORTH CAROLINA	WADE D BURNS	ACCESSORY	WALL	Building	03/24/2017	4:30 PM	APPROVED	//	DEC

Inspection Count 20

**TOWN OF MONTREAT BOARD OF COMMISSIONERS
REQUEST FOR BOARD ACTION**

Meeting Date: April 6, 2017

SUBJECT: Mecklenburg/Louisiana Repaving Project

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: B
Department: Street Department
Contact: Barry Creasman, Senior Water Operator
Presenter: Barry Creasman, Senior Water Operator

BRIEF SUMMARY: In accordance with the Capital Improvement Plan and in conjunction with the water line replacement on Mecklenburg Circle this project repaves the street on Mecklenburg Circle. This project also repaves Louisiana from the Virginia intersection up to the John Knox and Harmony intersection.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To award the Mecklenburg Circle/Louisiana Road Paving Project to C & T Paving in the amount \$185,867.00 and to authorize the Mayor and Town Administrator to execute the necessary related contract documents

FUNDING SOURCE: Street Department – Capital Outlay

ATTACHMENTS: Proposed bid form C & T Paving, Bid Summary Sheet

STAFF COMMENTS AND RECOMMENDATIONS: Staff recommends awarding the bid to C & T Paving.



C&T PAVING, INC.
P.O. Box 1439, Leicester, NC 28748
Phone (828) 683-6564 - Fax (828-683-6835)
Email: candtpaving@outlook.com

Project Name: Louisiana
Customer: Town of Montreat
Address:
Phone:
Fax No.:

Mobile Phone:
Email: sfreeman@townofmontreat.org
Contact: Steve Freeman
Property Owner (if different from Customer):

CONTRACT

This Contract is entered into as of this day, **March 13, 2017** by and between C&T Paving, Inc. ("Company") and ("Customer"). Company and Customer agree to the following terms and conditions:

Real Property. Company shall provide the "Work" described in Paragraph 2 below, which Work is to be performed with respect to that Real Property described : **Louisiana**

Description of Work. The Work to be provided by Company is as follows:

- | | |
|--|-----------------|
| 1. Mill roadway. | Sum \$14,000.00 |
| 2. Trucking for milling. | Sum \$12,000.00 |
| 3. Place and condition 6" ABC stone; Install 2" 9.5B hot mix asphalt.
Apx. 2126sy | Sum \$62,030.00 |
| 4. Asphalt curb. 200lf | Sum \$1,400.00 |
| 5. Raise manholes. | Sum \$3,000.00 |
| 6. Concrete curb. | Sum \$2,800.00 |

Price. In consideration for Company performing the Work, Customer agrees to pay Company the **Contract Amount of \$see items above** *(This price includes an estimate of the asphalt that will be required to complete the Work, and the asphalt cost based on a NCDOT price index of \$85.00 per ton + tax. The price of the asphalt is subject to change throughout the duration of the Work based on changes in the price index, or once quantities are measure in the field. Customer will be notified of any change in asphalt price via Change Order, and Customer is responsible for and hereby agrees to pay Company any increase in the Contract Amount resulting from changes in asphalt price or quantities required to complete the Work.)*

Payment Terms. A deposit of \$ **N/A** is required prior to the start of the Work. Full payment of the balance of the Contract Amount and any additional charges due for asphalt or for other Change Orders is due to Company upon completion of the Work, and in no event later than 30 days after the invoice date. Time is of the essence with regards to all payments due from Customer to Company. If Company does not receive full payment of the Contract Amount within 30 days of the invoice date, Customer is in breach of this Contract. Upon breach, interest at the rate of 1 ½ % per month shall accrue on all amounts past due, from the first day the Customer is in breach until payment is made in full. Customer agrees to pay all interest assessed in accordance with this Paragraph. In the event that it becomes necessary for Company to engage an attorney to collect any amount due under this Contract, Customer agrees to also pay all costs and Company's reasonable attorney's fees in the amount of 15% of the outstanding balance owed, as that term is referred to in Section 6-21.2 of the North Carolina General Statutes.

Commencement & Completion of Work. Unless a time for performance of the Work is specified elsewhere in this Contract, Company shall undertake the Work in the course of its normal operating schedule. Company estimates that it will take approximately **(to be determined)** to complete the Work, but makes no guarantees regarding a completion date. Customer acknowledges that there are causes beyond Company's control that can alter the timeline for the Work, including, but not limited to weather, fire, flood, or other casualty; labor disputes or disagreements; accidents or other mishaps; material shortages; etc. Company shall not be liable for any delay in undertaking or completion of the work.

Customer's Obligations. Customer acknowledges and agrees to the following:

- a. Customer can and will provide Company with adequate and direct access to the Real Property and to any adjacent property needed during the scope of the Work;
- b. _____; and
- c. To take all other actions and perform all other acts necessary to allow Company to perform the Work.

Limitations on Scope of Work. Customer acknowledges and agrees to the following limitations in the scope of the Work:

- a. If specified in the scope of Work, Company will supply weed killer in accordance with the manufacturer's specifications. However, Company will also comply with the Environmental Protection Agency's limitations on toxic weed killers, and therefore cannot guaranty complete vegetation kill.
- b. Areas that are inaccessible to the paver will be hand laid. This will result in a difference in texture, and may result in scuffmarks on the pavement surface. However, these scuffmarks will not affect the quality or durability of the pavement.
- c. If Company is asked to overlay on to base materials or a substrate that is not installed or provided by Company, then Company cannot guaranty the success or anticipated lifespan of the overlay. Company does **not** warrant overlay work, unless Company also installed all base and/or substrate materials.

Change Orders & Modifications. Unless specifically stated elsewhere in this Contract, Company does not agree to any different or additional work, above and beyond the Work specified in Paragraph 2 above, without a written Change Order, signed by both Customer and Company. All written Change Orders must specify the agreed upon price and description of the change to be made or the additional work to be completed. All written Change Orders signed by both Customer and Company become part of this Contract.

Limited Warranty. For a period of 365 consecutive calendar days from the date of completion of the Work, Company warrants the Work as follows: If there is a labor or material defect in the Work that is caused solely by Company, Company shall, at its own cost, correct such defective Work within a reasonable time after Company has actual knowledge thereof. If Customer becomes aware of any such defect, Customer shall deliver a written notice thereof to Company. **Except for the foregoing, there are no other express warranties or implied warranties with respect to the Contract, Company's performance of the Contract, or the Work. All other express warranties and implied warranties are hereby disclaimed and excluded, including, but not limited to, all implied warranties for or of merchantability, habitability, fitness for a particular purpose, or workmanlike construction.** As is stated in Paragraph 7 above, Company does **not** warrant overlay work, unless Company also installed all base and/or substrate materials.

Insurance. Company shall maintain worker's compensation insurance covering all of its employees, as well as general commercial liability insurance throughout the scope of the Work.

Events of Default. Each of the following events shall constitute an Event of Default by Customer:

- a. If Customer files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy law, or voluntarily takes advantage of any such law or makes an assignment for the benefit of creditors;
- b. If an involuntary proceeding under any bankruptcy law or an insolvency or receivership action shall be instituted against Customer, or if a receiver or trustee shall be appointed for all, or substantially all, of the property of Customer, and such proceeding is not dismissed or the receivership or trusteeship is not vacated within ten days after the institution or appointment; and/or
- c. If Customer fails to fully perform any of Customer's Obligations as specified in Paragraph 6 above, or to comply with any provision of this Contract, including the payment provisions.

Termination. Company shall have the right, at its sole option, of immediately termination this Contract, in the event of any of the following:

- a. If, for causes beyond Company's control, the Work has not started within ____ days of execution of this Contract;
- b. If, for causes beyond Company's control, the Work has not been completed within 12 months after the execution of this Contract; and
- d. Upon any event of default by Customer, as described in Paragraph 11 above.

If Company terminates this Contract on account of any of the foregoing, Company shall have no further liability to Customer, and Customer agrees to pay Company the actual cost of labor, materials, equipment, permits, and any and all other costs and expenses already furnished to the Real Property or incurred by Company in connection with the Work. In the event of termination in accordance with this Paragraph, Company will have not obligation to return the Real Property to its original condition.

Limitation of Damages, Indemnification and Release. Customer acknowledges and agrees to the following:

- a. Company is not responsible for, and Customer agrees to hold Company harmless from, any liability resulting from damages to utilities or other facilities or objects buried beneath, or to sidewalks, driveways, lawns, shrubs,

sprinkler systems, or other improvements located within the area where Company performs the Work or in designated areas of access;

- b. Company is not responsible for any damage to or deterioration of any of the Work, whether complete or in process, that results from any cause or causes beyond Company's control, including, but not limited to, failure of sub-grade, or failure or inadequacy of any labor or materials not installed or furnished by Company; and
- c. The sole and exclusive remedy of the Customer, and the sole and exclusive obligation of Company, for matters set forth herein, whether on contract, negligence or strict liability, is the repair of the defect. Company is no event shall be liable for special or consequential damages claimed by Customer.

Entire Contract. This Contract supersedes and replaces any proposals, amended proposals, conversations, estimates or other communications with respect to the Work. This Contract may be amended only by a written document signed on behalf of Company and Customer.

Choice of Law. This Contract is governed, interpreted and enforced pursuant to the laws of the State of North Carolina. Company and Customer agree that the jurisdiction for all disputes related to this Contract shall be either Buncombe County, NC or the county where the Real Property is located.

Execution of the Contract. Customer represents and warrants that he/she/it has read and understands the Contract and has had an opportunity to consult with legal counsel concerning its effect. No rule of construction shall apply to this Contract construing its provisions more strictly against either Company or Customer.

Severability. If any provision or portion of this Contract or any amendment hereto shall contravene or be invalid under any applicable law, statute, code, ordinance or regulation, such contravention or invalidity shall not invalidate the whole thereof, and this contract shall be construed as if not containing the particular provision or portion found to be invalid.

Assignment. This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs and representatives. Customer may not assign this Contract without the written consent of Company. Company may assign or subcontract this Contract or any portion of the Work to be done. If assigned, this Contract shall be binding on the assignees and its successors, assigns, heirs and representatives.

Customer:

Company:

Name of Company or Individual:

C&T Paving, Inc.

Signed By:

By:

Print Name:

Mike Culbertson
President

Title:

Date:

Date:





C&T PAVING, INC.
P.O. Box 1439, Leicester, NC 28748
Phone (828) 683-6564 - Fax (828-683-6835)
Email: candtpaving@outlook.com

Project Name: Mecklenburg
Customer: Town of Montreat
Address:
Phone:
Fax No.:

Mobile Phone:
Email: sfreeman@townofmontreat.org
Contact: Steve Freeman
Property Owner (if different from Customer):

CONTRACT

This Contract is entered into as of this day, **March 13, 2017** by and between C&T Paving, Inc. ("Company") and ("Customer"). Company and Customer agree to the following terms and conditions:

Real Property. Company shall provide the "Work" described in Paragraph 2 below, which Work is to be performed with respect to that Real Property described : **Mecklenburg**

Description of Work. The Work to be provided by Company is as follows:

- | | |
|--|-----------------|
| 1. Mill roadway. | Sum \$14,000.00 |
| 2. Trucking for milling. | Sum \$12,000.00 |
| 3. Place and condition 6" ABC stone; Install 2" 9.5B hot mix asphalt.
Apx. 2100sy | Sum \$60,237.00 |
| 4. Asphalt curb. 200lf | Sum \$1,400.00 |
| 5. Raise manholes. | Sum \$3,000.00 |

Price. In consideration for Company performing the Work, Customer agrees to pay Company the **Contract Amount of \$see items above** *(This price includes an estimate of the asphalt that will be required to complete the Work, and the asphalt cost based on a NCDOT price index of \$85.00 per ton + tax. The price of the asphalt is subject to change throughout the duration of the Work based on changes in the price index, or once quantities are measure in the field. Customer will be notified of any change in asphalt price via Change Order, and Customer is responsible for and hereby agrees to pay Company any increase in the Contract Amount resulting from changes in asphalt price or quantities required to complete the Work.)*

Payment Terms. A deposit of \$ **N/A** is required prior to the start of the Work. Full payment of the balance of the Contract Amount and any additional charges due for asphalt or for other Change Orders is due to Company upon completion of the Work, and in no event later than 30 days after the invoice date. Time is of the essence with regards to all payments due from Customer to Company. If Company does not receive full payment of the Contract Amount within 30 days of the invoice date, Customer is in breach of this Contract. Upon breach, interest at the rate of 1 ½ % per month shall accrue on all amounts past due, from the first day the Customer is in breach until payment is made in full. Customer agrees to pay all interest assessed in accordance with this Paragraph. In the event that it becomes necessary for Company to engage an attorney to collect any amount due under this Contract, Customer agrees to also pay all costs and Company's reasonable attorney's fees in the amount of 15% of the outstanding balance owed, as that term is referred to in Section 6-21.2 of the North Carolina General Statutes.

Commencement & Completion of Work. Unless a time for performance of the Work is specified elsewhere in this Contract, Company shall undertake the Work in the course of its normal operating schedule. Company estimates that it will take approximately **(to be determined)** to complete the Work, but makes no guarantees regarding a completion date. Customer acknowledges that there are causes beyond Company's control that can alter the timeline for the Work, including, but not limited to weather, fire, flood, or other casualty; labor disputes or disagreements; accidents or other mishaps; material shortages; etc. Company shall not be liable for any delay in undertaking or completion of the work.

Customer's Obligations. Customer acknowledges and agrees to the following:

- a. Customer can and will provide Company with adequate and direct access to the Real Property and to any adjacent property needed during the scope of the Work;
- b. _____; and
- c. To take all other actions and perform all other acts necessary to allow Company to perform the Work.

Limitations on Scope of Work. Customer acknowledges and agrees to the following limitations in the scope of the Work:

- a. If specified in the scope of Work, Company will supply weed killer in accordance with the manufacturer's specifications. However, Company will also comply with the Environmental Protection Agency's limitations on toxic weed killers, and therefore cannot guaranty complete vegetation kill.
- b. Areas that are inaccessible to the paver will be hand laid. This will result in a difference in texture, and may result in scuffmarks on the pavement surface. However, these scuffmarks will not affect the quality or durability of the pavement.
- c. If Company is asked to overlay on to base materials or a substrate that is not installed or provided by Company, then Company cannot guaranty the success or anticipated lifespan of the overlay. Company does **not** warrant overlay work, unless Company also installed all base and/or substrate materials.

Change Orders & Modifications. Unless specifically stated elsewhere in this Contract, Company does not agree to any different or additional work, above and beyond the Work specified in Paragraph 2 above, without a written Change Order, signed by both Customer and Company. All written Change Orders must specify the agreed upon price and description of the change to be made or the additional work to be completed. All written Change Orders signed by both Customer and Company become part of this Contract.

Limited Warranty. For a period of 365 consecutive calendar days from the date of completion of the Work, Company warrants the Work as follows: If there is a labor or material defect in the Work that is caused solely by Company, Company shall, at its own cost, correct such defective Work within a reasonable time after Company has actual knowledge thereof. If Customer becomes aware of any such defect, Customer shall deliver a written notice thereof to Company. **Except for the foregoing, there are no other express warranties or implied warranties with respect to the Contract, Company's performance of the Contract, or the Work. All other express warranties and implied warranties are hereby disclaimed and excluded, including, but not limited to, all implied warranties for or of merchantability, habitability, fitness for a particular purpose, or workmanlike construction.** As is stated in Paragraph 7 above, Company does **not** warrant overlay work, unless Company also installed all base and/or substrate materials.

Insurance. Company shall maintain worker's compensation insurance covering all of its employees, as well as general commercial liability insurance throughout the scope of the Work.

Events of Default. Each of the following events shall constitute an Event of Default by Customer:

- a. If Customer files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy law, or voluntarily takes advantage of any such law or makes an assignment for the benefit of creditors;
- b. If an involuntary proceeding under any bankruptcy law or an insolvency or receivership action shall be instituted against Customer, or if a receiver or trustee shall be appointed for all, or substantially all, of the property of Customer, and such proceeding is not dismissed or the receivership or trusteeship is not vacated within ten days after the institution or appointment; and/or
- c. If Customer fails to fully perform any of Customer's Obligations as specified in Paragraph 6 above, or to comply with any provision of this Contract, including the payment provisions.

Termination. Company shall have the right, at its sole option, of immediately termination this Contract, in the event of any of the following:

- a. If, for causes beyond Company's control, the Work has not started within ____ days of execution of this Contract;
- b. If, for causes beyond Company's control, the Work has not been completed within 12 months after the execution of this Contract; and
- d. Upon any event of default by Customer, as described in Paragraph 11 above.

If Company terminates this Contract on account of any of the foregoing, Company shall have no further liability to Customer, and Customer agrees to pay Company the actual cost of labor, materials, equipment, permits, and any and all other costs and expenses already furnished to the Real Property or incurred by Company in connection with the Work. In the event of termination in accordance with this Paragraph, Company will have not obligation to return the Real Property to its original condition.

Limitation of Damages, Indemnification and Release. Customer acknowledges and agrees to the following:

- a. Company is not responsible for, and Customer agrees to hold Company harmless from, any liability resulting from damages to utilities or other facilities or objects buried beneath, or to sidewalks, driveways, lawns, shrubs,

sprinkler systems, or other improvements located within the area where Company performs the Work or in designated areas of access;

- b. Company is not responsible for any damage to or deterioration of any of the Work, whether complete or in process, that results from any cause or causes beyond Company's control, including, but not limited to, failure of sub-grade, or failure or inadequacy of any labor or materials not installed or furnished by Company; and
- c. The sole and exclusive remedy of the Customer, and the sole and exclusive obligation of Company, for matters set forth herein, whether on contract, negligence or strict liability, is the repair of the defect. Company is no event shall be liable for special or consequential damages claimed by Customer.

Entire Contract. This Contract supersedes and replaces any proposals, amended proposals, conversations, estimates or other communications with respect to the Work. This Contract may be amended only by a written document signed on behalf of Company and Customer.

Choice of Law. This Contract is governed, interpreted and enforced pursuant to the laws of the State of North Carolina. Company and Customer agree that the jurisdiction for all disputes related to this Contract shall be either Buncombe County, NC or the county where the Real Property is located.

Execution of the Contract. Customer represents and warrants that he/she/it has read and understands the Contract and has had an opportunity to consult with legal counsel concerning its effect. No rule of construction shall apply to this Contract construing its provisions more strictly against either Company or Customer.

Severability. If any provision or portion of this Contract or any amendment hereto shall contravene or be invalid under any applicable law, statute, code, ordinance or regulation, such contravention or invalidity shall not invalidate the whole thereof, and this contract shall be construed as if not containing the particular provision or portion found to be invalid.

Assignment. This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs and representatives. Customer may not assign this Contract without the written consent of Company. Company may assign or subcontract this Contract or any portion of the Work to be done. If assigned, this Contract shall be binding on the assignees and its successors, assigns, heirs and representatives.

Customer:

Company:

Name of Company or Individual:

C&T Paving, Inc.

Signed By:

By:

Print Name:

Mike Culbertson
President

Title:

Date:

Date:



INFORMAL BID SUMMARY REPORT

Project Name:	Mecklenburg/Louisiana Paving Project	Contact Person:	Barry Creasman
Department:	Street Department	Advertisement Date(s):	February 20,2017
Bid Response Review Date:	March 20,2017	Advertisement Method	Telephone

<u>Company</u>	<u>Bid Response</u>	<u>Lowest Bidder?</u>	<u>Comments</u>
C & T Paving	\$185,867.00	Yes	Staff recommends using C & T Paving
Harrison Construction	\$193,815.00	No	
Western North Carolina Paving	No Response	No	No Response
JLS Paving	No Response	No	No Response



Harrison Construction - Asheville Division

PO Box 6939 Asheville, NC 28816

Phone: (828)665-1180 Fax: (828)665-9345

PROPOSAL and CONTRACT

To: Town of Montreat

Attention: Steve Freeman

P.O. Box 423

Montreat, NC 28757

Project: Road Replacement - Mecklinburg Cir. & Louisana Rd.

Date: March 9, 2017

APAC-Atlantic, Inc., offers to furnish all labor, materials and equipment, and supervisions required for the performance of the following described work in connection with construction of improvements for **Mecklingburg Cir. & Louisana Rd.** Located in **Town of Montreat, NC**, property is owned by **Town of Montreat**, in accordance with the conditions listed below and in strict accordance with the plans and specifications listed below.

NO Plans, Field Measure

Asphalt Paving to Involve:

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	U/M	UNIT PRICE	AMOUNT
1	Mill - Asphalt Maximum Depth 3" - Milled Material Hauled Off-Site	4,380	SY	\$5.40	\$23,652.00
2	Mill - Stone Base Maximum Depth 6" - Milled Material Hauled Off-Site	4,380	SY	\$9.15	\$40,077.00
3	Stone Base Place and Condition 6" of ABC Stone	4,380	SY	\$13.05	\$57,159.00
4	Pavement Pave with 2" of RS-9.5B Asphalt <i>Does NOT Include Striping or signage, If Required</i>	4,380	SY	\$16.65	\$72,927.00
TOTAL BID					\$193,815.00

Notes:

Price Based on One Mobilization.

No Saw-cutting or removal of existing concrete curbs.

No concrete flatwork, sidewalk, or bollards.

No wheel stops included in price.

Tack is included in price, NO PRIME

If bond is required, add 1%.

No Testing is Included.

All permits by others.

Not responsible for erosion control

Above price is in accordance with NC-DOT's Special Provisions SP109A & SP109B regarding price adjustments for Fuel & Bituminous Material,(liquid asphalt cement), Based on March, 2017 Index of \$361.07

WE EXCLUDE:

Excavation; Traffic Control and Flagging; Barricades and Signs; Surveying and Layout; Pavement Marking or Marking Layout; Sealcoating; Sawcutting; Soil Sterilization; Utility Adjustments and/or Utility Patching; Curbing; Wheel Stops; Prime Coat; Proof Rolling; Pre-Leveling (unless specifically bid); Gravel Base; Misc. Patching (Curblines, Trenches, Ramps); Sweeping of Pavement, Cleaning; Colored, Patterened, or Stamped Asphalt; Haul Route or Street Use Permits; Plans or Fees; As-Built Drawings; Builders Risk Insurance; Railroad Insurance; Bonds; Participation in any apprenticeship and/or Training Programs; Traffic Control Plans; Cost of Owner or General Contractor required project specific safety training; Cost of project specific drug testing.

All proposals or contracts are contingent upon satisfactory financial arraignments

Est. No.: **FB-17-017**

Submitted by: Frank Bradshaw

PROPOSAL-CONTRACT TERMS AND CONDITIONS

1. Please check all items listed under "we include" and we exclude" as this is the basis of our bid.
2. Invoices shall be rendered monthly for all work performed under this agreement during any month; payment of such monies is due and payable within thirty (30) days from date of invoice. Final and complete payment for all work performed under this agreement shall be made not later than thirty (30) days after the date of final invoice for such work. Interest at the highest rate allowable under the laws of the state in which the is done, or one and one-half [1 1/2] per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment. You agree to pay in full all costs and expenses incurred by APAC in collecting the amounts owed by you under the Agreement, including any and all court cost and attorneys' fees. Payments received will be applied against open items on unpaid invoices in an sequence determined by APAC in its sole discretion. Any monies paid to you for our work shall be held in trust for our benefit. If payment is not received in sixty [60] days, we are authorized to take such steps as we deem necessary to protect our interests
3. We shall not become obligated to perform the work called for in this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, you will furnish adequate security upon our request.
4. This document is the full agreement between us, regardless of any prior proposals or communications. Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work , or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. If a time is set for the performance of our work, and if, in our judgement, such a change or other circumstances beyond our reasonable will increase the time necessary for our performance, we will be granted a reasonable extension of time. Any increase or decrease in the contract price resulting from such change shall be included in such writing.
5. We will provide and pay for Workers' Compensation, General Liability, and Property Damage Insurance. You agree to carry General Liability and Property Damage Insurance sufficient to protect yourself against any and all liabilities and claims arising from your performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless in this contract.

6. We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such other work shall be so performed and completed and to permit us to perform our work hereunder in a normal uninterrupted single-shift operation
7. Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake to complete, and may suspend the work for causes beyond our reasonable control, including but not limited to fire, flood, or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects including but not limited to substance that in our opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by law or regulation [together "subsurface conditions"]; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.
8. If for causes beyond our reasonable control we are delayed in completing our work for ninety [90] days beyond the originally scheduled completion date, we may cancel this agreement at any time thereafter on ten [10] days notice. In such event [i] we shall be relieved of any further obligation with respect to the balance of the work; and [ii] we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen [15] days thereafter.
9. We shall not be responsible for, and you agree to hold us harmless from any liability resulting from, damages to utilities or other facilities or objects buried beneath, or to sidewalks, driveways or other improvements located within, our work area of designated areas of access. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our control, including but not limited to failure of subgrade or failure of inadequacy of any labor or materials not furnished or installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken. You agree that the proper jurisdiction and venue for any lawsuit concerning this contract is in Buncombe County, North Carolina and you waive any right to jurisdiction and venue in any other place.
10. Should a security bond be required by you or by us, the one requesting the bond from the other will pay the premium, unless otherwise agreed to.
11. We are not responsible for delays in transportation, by lock-outs, strikes, weather conditions, or any other causes beyond our control.
12. No Overtime Work is included in this proposal, and should we be required to work overtime, same will be basis for extra charge.

Price Adjustment Clause – Liquid Asphalt Binder for Plant Mix

Based on the NCDOT's Liquid Asphalt Price Adjustment clause, when, at the time work is performed, the current NCDOT index price for Liquid Asphalt Binder varies upward by more than 5% from the Index price at the date the quote was written, we reserve the right to make a cost adjustment to payments due APAC-Atlantic, Inc.

for work performed at that time according to the following formula:

$$(\text{Current Index Price} - \text{Index Price at the Date the Quote was Written}) \times \% \text{ of Liquid in Mix} \times \text{Tons of Asphalt} = \text{Cost Adjustment}$$

This Price Adjustment clause is to be made part of our contractual agreement.

If the foregoing meets with your acceptance, kindly sign and return to the address listed above.

At such time as we receive the above we will execute this contract and return one copy to you for your information and files.
This proposal is for acceptance within 30 days.

We [I] _____ am an officer, owner or authorized representative of
[name]

_____ I hereby accept the above proposal and conditions this _____ day of
[company]

_____, 20_____.

Sign: _____

**HARRISON CONTRUCTION COMPANY
APAC-ATLANTIC, INC.**

Sign: _____

Title: _____

Executed this _____ day of _____, 20_____.





TOWN OF MONTREAT

Administration

P. O. Box 423
Montreat, NC 28757
Tel (828)669-8002 Fax (828)669-3810
www.townofmontreat.org

MEMORANDUM

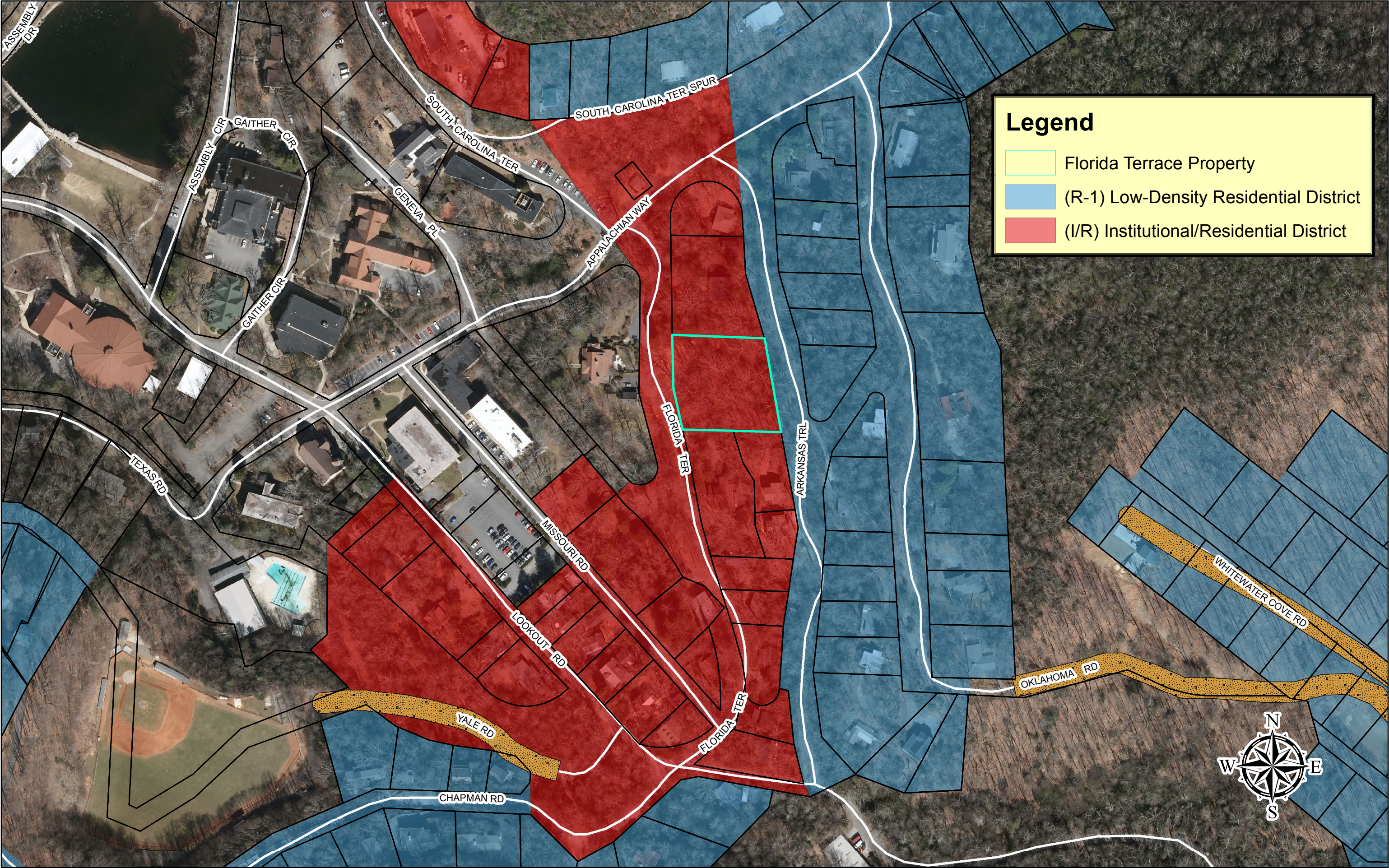
DATE: April 3, 2017
TO: Montreat Board of Commissioners
FROM: David Currie, Building Inspector/ Code Administrator
VIA: Alex Carmichael, Town Administrator
RE: Revisions to Town of Montreat Official Zoning Map

BRIEF SUMMARY: To consider the possibility of rezoning the eastern side of Florida Terrace as R-1 Low-Density Residential, the Commission may refer area to the Town of Montreat Planning and Zoning Commission for review.

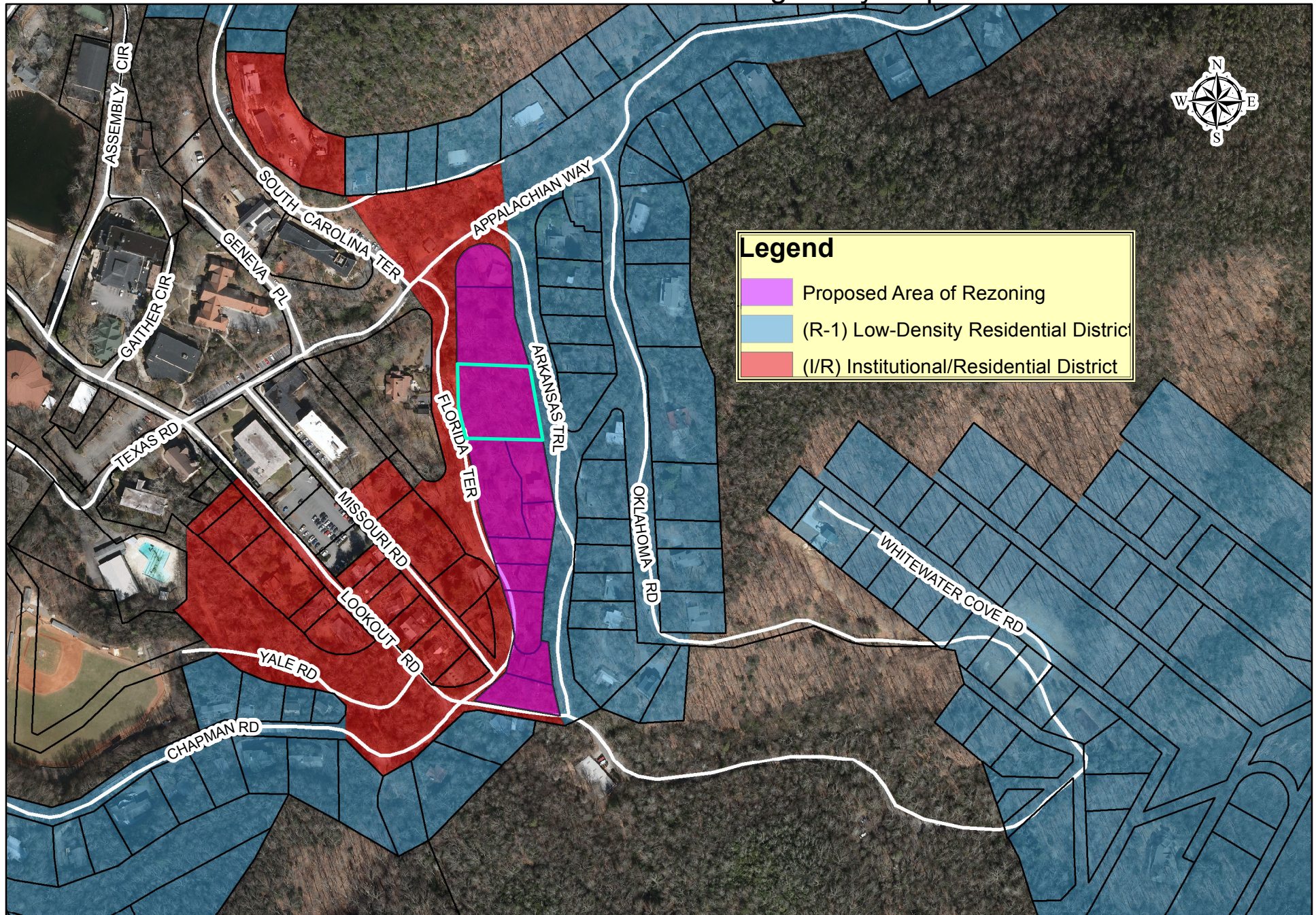
POTENTIAL MOTION: To direct the Planning and Zoning Commission to review a potential rezoning of eastern Florida Terrace properties from (I/R) Institutional/Residential to (R-1) Low-Density Residential for conformity with the Comprehensive Plan and other developmental regulations, as necessary.

ATTACHMENTS: Maps showing the existing and proposed zoning district boundaries for the subject area and procedural chart/timeline.

Existing Zoning Boundaries - Florida Terrace Site



Florida Terrace Lot - Rezoning Study Map



0 145 290 580 870 1,160 Feet

Florida Terrace Property - Rezoning Schedule

Steps in the Process	Normal Schedule for Action Taken
Council directs staff to prepare a revised delineation of the (I/R) Institutional/Residential District boundaries to exclude parcels fronting the eastern side of Florida Terrace (see maps), and extension of the R-1 Low Density Residential boundaries to include same for review by the Planning and Zoning (P&Z) Commission at a special called meeting later in May, as possible;	May 11, 2017
P&Z reviews the proposed rezoning for conformity with the adopted Comprehensive Plan and provides their recommendations to Town Council at their June (6/8/17) meeting;	May 2017
Town Council calls for a public hearing of the proposed map amendment at the July (7/13/17) meeting;	June 8, 2017
Staff physically posts the property affected by the rezoning & mails notification of the pending hearing to abutting property owners (normally within 200' of the subject property);	June 19, 2017
Staff provides notice of the required hearing in the local newspaper for two (2) consecutive weeks at least 10 days, but not more than 25 days, prior to hearing date;	June 19 & July 3, 2017
Council holds a public hearing to receive input as to the proposed rezoning. Council may then decide to vote on the matter or postpone action for further consideration. Council must adopt a statement as part of the rezoning that describes how their action is either consistent or inconsistent with the comprehensive plan and why they consider their action reasonable and in the public interest;	July 13, 2017 (or later, if action postponed)
Staff physically amends the Official Zoning Map of Montreat to reflect the adopted change;	July 14, 2017 (or later, if action postponed)

FLORIDA TERRACE REZONING PETITION 3-20-17

PETITION TO: The Town of Montreat

PROPERTY: One city block bound on the West by Florida Terrace and on the East by Arkansas Trail consisting of ten(10) houses(hereafter referred to as Block A).

PETITION REQUEST: That "Block A" be rezoned from Institutional/Residential to Residential.

Supporting this Petition are the following homeowners with addresses on Block A.

Louisa and David Berry
367 Arkansas Trail.
Montreat NC

Nancy and Francis Burris
351 Florida Terrace
360 Arkansas Trail
376 Arkansas Trail

John and Anne Wilson
Florida Terrace

Susan Duncan
372 Arkansas Trail

Jane and Steve Unti
372 Arkansas Trail

Richards Roddey
Gail Roddey
Martha Dunlap Neblett
345 Lookout Road