

**Town of Montreat  
Board of Commissioners  
Meeting Agenda  
May 12, 2016 – 7:00 p.m.  
Walkup Building**

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**I. Call to Order**

- Pledge of Allegiance
- Moment of Silence

**II. Agenda Adoption**

**III. Presentation to Council**

- 2016-2017 Annual Budget Presentation

**IV. Public Hearing**

- A. Proposed Revisions to Montreat General Ordinance, Chapter E – Utilities, Article I: Water and Sewer

**V. Mayor's Communications**

**VI. Consent Agenda**

A. Meeting Minutes Adoption

- March 10, 2016, Town Council Meeting as Amended
- April 7, 2016, Public Forum
- April 7, 2016, Town Council Agenda Meeting
- April 14, 2016, Town Council Meeting

B. Approve Fiscal Year 2015-2016 Budget Amendment

- **Suggested Motion:** To adopt Fiscal Year 2015-2016 Budget Amendment #5 to reallocate budget to cover Administration expenses.

C. Call for Public Hearing – Proposed Fiscal Year 2016-2017 Budget

- **Suggested Motion:** To call for a Public Hearing on June 9, 2016 at 7:00 p.m. or as soon thereafter as possible to discuss the proposed 2016-2017 Fiscal Year Budget.

***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.***

**VII. Town Administrator's Communications**

- Consent Agenda Review
- Texas Road Bridge
- Other Topics

**VIII. Administrative Reports**

- Police Chief
- Public Works Director
- Finance Officer
- Building Inspector/Code Administrator

**IX. Public Comment – Agenda Items**

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

**X. Old Business**

- A. Proposed Revisions to Montreat General Ordinance, Chapter E – Utilities, Article I – Water and Sewer
- **Suggested Motion:** To adopt Ordinance #16-05-0001 Amending Montreat General Ordinance, Chapter E - Utilities, Article I – Water and Sewer as presented/amended.

**XI. New Business**

- A. House Bill 2, the Public Facilities Privacy and Security Act
- **Suggested Motion:** To move that as the Town of Montreat strives to be a welcoming and inclusive community that the Town of Montreat Board of Commissioners disagrees with the discriminatory language of HB2, the Public Facilities Privacy and Security Act enacted by the North Carolina General Assembly and signed into law on March 24, 2016.
- B. Selection of Town Auditors – Martin Starnes & Associates, P.A.
- **Suggested Motion:** To approve the selection of Martin Starnes & Associates, P.A., as the Town's auditors and to approve an annual audit contract in the amount of \$19,000 and to authorize the Mayor and Town Administrator to execute the necessary documents.
- C. Resolution #16-05-01 Honoring Andy Andrews
- **Suggested Motion:** To adopt Resolution #16-05-01 Honoring Andy Andrews.

- D. Settlement of Civil Action: CAROLYN ZOE CROWDER, Trustee of the Carolyn Zoe Crowder Living Trust, NANCY B. THOMAS, HENRY W. DARDEN, JR and wife, CAROLYN V. DARDEN v. TOWN OF MONTREAT, STEFAN BRENT STACKHOUSE (in his individual capacity and in his official capacity as the Town Finance Officer), SELECTIVE INSURANCE COMPANY OF AMERICA, and FLORIDA TERRACE, LLC; Civil Action No. 14 CVS 05367 (Buncombe County).

- **Suggested Motion:** The Town of Montreat Board of Commissioners moves the following:

- 1) To adopt Fiscal Year 2015-2016 Budget Amendment #6 to cover the legal fees and costs incurred in the settlement of the above captioned Civil Action.
- 2) To approve a settlement in this action in substantially the form and substance as set out in the attached Settlement Agreement, Consent Order Approving Settlement Agreement, and Mutual Release, and authorizing the Mayor and trial counsel to execute such documents on behalf of the Town.

## **XII. 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.***

## **XIII. Commissioner Communications**

## **XIV. Meeting Dates**

Montreat Bridge Committee:

May 17, 2016, 5:00 p.m.  
Wayout Building

Montreat Tree Board:

May 24, 2016, 10:00 a.m.  
Town Services Building

Montreat Bridge Committee:

May 31, 2016, 5:00 p.m.  
Wayout Building

Agenda Packets Available:

May 31, 2016  
[http://www.townofmontreat.org/  
TownGovernment.php](http://www.townofmontreat.org/TownGovernment.php)  
or Town Services Office

Montreat Landcare:

June 1, 2016, 9:00 a.m.  
Kirk Allen Building  
Swannanoa Room

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June Agenda Meeting:

June 2, 2016, 7:00 p.m. Walkup Building  
Public Forum begins at 6:30 p.m.

June Town Council Meeting:

June 9, 2016, 7:00 p.m.  
Walkup Building

**XV. Adjournment**

**Town of Montreat  
Board of Commissioners  
Town Council Meeting  
March 10, 2016  
Walkup Building**

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

Board members absent: None

Town staff present: Ron Nalley, Town Administrator  
Jack Staggs, Chief of Police  
Steve Freeman, Public Works Director  
Angie Murphy, Town Clerk  
Barry Creasman, Senior Water Operator  
David Currie, Code Enforcement Officer  
Steve Stackhouse, Finance Officer

Approximately 60 members of the public were also present. Mayor Helms called the meeting to order at 7:01 p.m., and led the group in reciting the Pledge of Allegiance and in a moment of silence.

**Agenda Approval**

Commissioner Standaert requested that the minutes for the Annual Board Retreat on February 8 be removed from the consent agenda. Commissioner Vinson moved to adopt the agenda as amended. Commissioner Standaert seconded and the agenda was approved as amended 5/0.

**Public Hearing**  
**Proposed 2016-2021 Capital Improvements Plan**

Mr. Nalley presented the proposed 2016-2021 Capital Improvements Plan (CIP), a flexible financial planning tool used to forecast the Town's equipment, building and infrastructure needs over the next five years. Items included in the CIP have a life expectancy of greater than one year and a value of greater than \$5,000. He explained the staff-recommended numerical and alphabetical priority codes used to organize each project scheduled throughout the Plan's five-year scope on both the departmental and organizational levels. Each project, as well as its corresponding priority code, is subject to revision or deletion at the Board's discretion. Once the final CIP is adopted, the numerical priority codes for the projects included in the first year of the Plan will be used to help determine funding allocations in the 2016-2017 Fiscal Year Budget.

In order of priority, the proposed projects and expenditures for the 2016-2017 Fiscal Year are as

follows:

**Proposed General Fund Projects and Expenditures**

1) Local Street Paving (Mecklenburg Circle and Louisiana from Virginia to Harmony)	\$310,000
2) Texas Road Bridge Replacement	\$200,000
3) Town Hall Replacement	\$100,000
4) Sanitation Truck Replacement	\$75,000
5) Police Vehicle Replacement	\$36,000
6) Comprehensive Plan Update	\$35,000
7) GPS/GIS Integration	\$21,500
8) Dump Truck Replacement (85)	\$16,500
9) Sander Replacement	\$6,000
10) Pavement of Compactor Area	\$25,000
11) Stormwater Utility Study	\$35,000
12) New Road Paving (Frist Lane)	\$40,000
13) Wayfinding Signage Plan	\$20,000
14) Native Plant Garden	\$10,000

<b>General Fund Total for Fiscal Year 2016-2017:</b>	<b>\$930,000</b>
<b>Total for 2016-2021 and Future Years:</b>	<b>\$6,951,700</b>

**Proposed Water Fund Projects and Expenditures**

1) Water Line Replacement (Mecklenburg Circle and Georgia Terrace)	\$52,000
2) Water Storage Facility	\$87,100
3) Portable Generators	\$5,000

<b>Water Fund Total for Fiscal Year 2016-2017:</b>	<b>\$144,100</b>
<b>Total for 2016-2021 and Future Years:</b>	<b>\$1,366,600</b>

The draft CIP is available in print at the Town Services Office or electronically on the Town's website. The public is encouraged to review the Plan and provide their input. The final Plan will be scheduled for adoption at the April 14 Town Council Meeting.

Commissioner Gilliland asked for additional explanation on the GPS/GIS Integration. Mr. Currie explained that by integrating GPS technology Town staff will be able to accurately catalog and map the Town's existing infrastructure and other important features for input and presentation within the GIS system. The combined system will provide in-house access to vital information for planning, maintenance and future expansion of infrastructure that currently requires outside

engineering assistance at a substantial cost.

Mayor Helms then opened the public hearing for comments.

Mr. Don Reid of 127 Shenandoah Terrace, asked if the money that was allocated for the Town Hall Project included the land purchase. Mr. Nalley advised Mr. Reid that the figures indicated in the CIP were for construction costs only.

Hearing no further comments from the public, Mayor Helms closed the public hearing.

### **Mayor's Communications**

Mayor Helms presented Commissioner Gilliland, Commissioner Otto and Mayor Pro Tem Fouche with their Certificates of Completion from the UNC School of Government Elected Official Course.

### **Consent Agenda Review**

With the adoption of the Consent Agenda, the Board approved the following items:

- January 29, 2016 Special Meeting Minutes
- February 4, 2016, Agenda Meeting Minutes
- February 11, 2016, Town Council Meeting Minutes
- Approved Fiscal Year 2015-2016 Budget Amendment #4 to reallocate funds to cover the sanitation truck repairs.
- Appointed John Johnson to fill the unexpired term of Shannon Ingersoll on the Montreat Landcare Committee to expire on January 31, 2016.
- Appointed Mary Nell Todd to fill the Montreat Open Space Conservation Committee for a two year term to expire on January 31, 2016.
- Adopted Corporate Authorization Resolutions #16-03-0001 through #16-03-0007 amending the Town of Montreat's list of authorized account signatories with Asheville Savings Bank and designating Ron Nalley, Angela Murphy, Tim Helms and Kent Otto as authorized signers for the Town's accounts at Asheville Savings Bank.

### **Town Administrator's Communications**

- Mr. Nalley advised the Council that by request, a letter from Architectural Design Studio was included in the packet and would need to be brought back before the Board depending on how the Town Hall Project proceeds.
- Mr. Nalley acknowledged the success of the Buncombe County Emergency Test which occurred on March 9. He directed people to the Town of Montreat website and to the CodeRED icon to

make sure everyone is signed up for this valuable service. Plans are underway to test CodeRED soon.

### **Administrative Reports**

Police Chief: Chief Staggs reviewed and presented the February 2016 monthly departmental activity report. The Department assisted the Black Mountain Fire Department with a safety sweep from Appalachian Gate to the Blue Ridge Parkway prior to the start of the Mount Mitchell Marathon. The Department assisted the 471 participants in the Mount Mitchell Marathon from the Gate to Rainbow. Chief Staggs reminded everyone to be cognizant of the stop signs on Kanawha Drive and Assembly Drive. The Police Department will be issuing citations due to the safety hazards around these areas while the Montreat Gate remains closed for repairs.

Public Works Director:

- Crews began re-graveling roads this month as weather permitted: Oklahoma Road and Texas Road Spur were completed.
- Culvert repair and landscaping were completed on Shenandoah Terrace.
- Crews have also been cleaning along Assembly Drive.
- Mr. Freeman and Mr. Nalley met with a FEMA auditor to review the Greybeard Well Replacement Project. The auditor reviewed a significant amount of documentation and found everything very satisfactory. The Town will get a reimbursement check soon.

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

- January 2016 Financial Summary Report;
- Final January 2016 Detailed Financial Statement;
- Preliminary February 2016 Detailed Financial Statement;
- February 29, 2016 Cash and Investment Earnings Reports;

Building Inspector/Code Administrator: Mr. Currie presented and reviewed his February 2016 zoning and inspections activity report. The Planning and Zoning Commission and the Board of Adjustment did not meet last month. In April, the Planning and Zoning Commission will have some work to do with regards to legislative changes in the sign ordinance.

### **Public Comment – Agenda Items**

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.

Richard DuBose, representing Mountain Retreat Association, had previously stated he would prefer a bridge be built connecting Texas Road and Assembly Drive. He believed a new bridge would add convenience to guests and conferees and other people in Town who needed to access



**Montreat Board of Commissioners  
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March 10, 2016**

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MRA facilities and activities. Mr. Dubose has three comments to add to his original statement. (1) Mr. Dubose, after careful consideration, does not believe that a bridge on Texas Road is essential to the MRA's financial or programmatic future and if it were he would have taken a stronger stance prior to tonight. (2) If the Town decides to move forward with a Bridge, Mr. DuBose hopes the planners and Town Representatives will take into account the MRA's opinion as they have in the past. The choice most often referred to as the Tennessee Road option seems to be the least disruptive to MRA activities. (3) Regarding issues of Public Safety, costs of the proposed bridge and the impact of decisions on future bridges, Mr. DuBose has received conflicting stories just like everyone else has but feels certain that the Council is better positioned to weigh these concerns than he is. Mr. DuBose is not speaking on behalf of the Mountain Retreat Association Board but he feels certain that they would agree with him.

Robin Melvin of 246 Texas Road Spur, wanted to remind the community and Town Council that the height of the bridge is only one of the few concerns that the community has with regards to the Texas Road Bridge Project. She advises that it will still be very wide and will require a retaining wall which will cut into Welch Field which is used by a lot of different entities within the community. Mrs. Melvin believes that the size and breadth of the Bridge will be an eyesore and she implores the Council to take the Texas Road Bridge location off the table.

Alice Lentz of 115 Eastminster Terrace read a prepared statement from Ashton Phelps, Jr. of 433 Kentucky Road who was unable to attend the evenings meeting. Mr. Phelps was appalled to read the letter of December 22, 2015 from Mike Cox of Architectural Design Studios to the Town of Montreat. Mr. Phelps expressed his unhappiness with the request from ADS for reimbursement of funds on work that was never performed.

Nan Clarke of 558 Providence Terrace, does not want bland gated community conformity with regards to signage. Mrs. Clarke believes that the Wayfinding Program is outrageously expensive and believes it should be a low priority for Montreat.

Bob Cunningham of 162 Virginia Road, mentioned that safety is important and there are many ways to measure safety. Mr. Cunningham believes that in a true emergency situation the construction of a new bridge on Texas Road will not help evacuation measures anymore than just going straight down Assembly Drive. He also stated that the community will be worse off with a bridge than without one.

Grace Nichols of 327 Suwannee Drive, attended the Annual Board Retreat and heard Chief Staggs' report on the safety reasons for a new bridge. Mrs. Nichols feels that a new bridge is needed, whether it's on Texas Road or Tennessee Road, for emergency situations and safety concerns. Mrs. Nichols respects the Town Administration Staff and believes they make wise decisions for the Town. Mrs. Nichols implores the Council to think about the safety of the citizens.

Mike Sonnenberg of 125 Virginia Road, believes that a big, new bridge will cause more safety

concerns and will encourage more and faster traffic for those that frequent the Texas Road area for recreational purposes. Mr. Sonnenberg feels that the money that would be spent on the bridge construction should be put to better uses, such as: exits out of Montreat, additional parking, local fire protection procedures, improved cell phone service and more. He believes that by building a new bridge the Town will be forcing future generations to fund repairs and replacements.

Janie Moore of 100 Frist Road, feels that the construction of a new bridge ensures more options and increased access to the Town of Montreat for emergency vehicles and the general public. Mrs. Moore mentioned that other bridges in Town will also need to be repaired in the future and will have to meet current coding standards which could alter the shape and size of all the bridges. Mrs. Moore feels that while we have the opportunity and the grant that we should fix the Texas Road Bridge for future generations. Mrs. Moore referenced Montreat College's desire to have a new up-to-code fully functional bridge for safety concerns for their students. Mrs. Moore advised the community that the current site is the least environmentally damaging and the least expensive and that there are things the community can do to improve the visual impact.

Tom Frist of 98 Frist Road, stated that he's very grateful for the Plaintiff's and Montreat Citizens who were able to stop the construction of Town Hall on the Florida Terrace tract. As a Montreat taxpayer he is very sad that the Town didn't settle. Mr. Frist is also upset that the Plaintiffs are requiring full compensation of monies spent in order to settle the lawsuit. Mr. Frist thought the money was a gift rather than a loan to be repaid. Mr. Frist feels that requiring full repayment of attorney fees will not only prolong the settlement process but will also fuel more contention within the community. Mr. Frist would like to propose to the Plaintiffs and the Town Council the following solution: he would like the Town to start a reconciliation fund so Montreat Citizens can generously donate monies to compensate those who were affected by the lawsuit and if there are monies left over, it could be donated to the Mountain Retreat Association or other entities. Mr. Frist is also in favor of the Town Council accepting the demands of the Plaintiff's in order to stop the ever increasing expenses of the lawsuit especially if both parties don't agree to the Reconciliation Fund.

Perrin Wright of 399 Appalachian Way, sees the world divided into two groups: those interested in the good of the public and those interested in their own pursuits. Mr. Wright believes that Montreat has more citizens in the second group. Mr. Wright feels that the pursuits of the Town include doing good public works and building a new bridge on Texas Road is an example of good public works. He believes that Town Council shouldn't settle the lawsuit under threat nor use taxpayer's money to pay off the Plaintiff's debts.

Susanne McCaskill of 114 John Knox Road, read a small story in which she bought an automobile that turned out to be a lemon so she returned it to the dealership in which it was purchased. Then she posed the question of how many people in her wonderful community would help her recoup the money she spent on the car she chose to purchase.

Bill McCaskill of 114 John Knox Road, was here to speak at the request of former Town Council member Ruth Currie who was unable to attend the meeting. Mrs. Currie feels that the absurdity of reimbursing the Plaintiff's for the money they spent in suing the Town is overwhelming. All taxpayers will have to bear the costs associated with the expensive legal fees that were incurred to defend the Town's position. Mrs. Currie wanted it known that all elected officials involved made rational decisions with regards to a new Town Hall facility. Mrs. Currie closed her statement by saying be fair and let those who supported the lawsuit pay for it.

Don Reid of 127 Shenandoah Terrace, provided three handouts based on monetary figures that he was going to discuss. Mr. Reid has calculated that \$384,000 has been spent on the Town Hall Project, \$108,000 on the Texas Road Bridge Project and \$190,000 for legal fees that could potentially be incurred by the Town to settle the lawsuit. This totals \$682,000. Mr. Reid surmises that \$1,000 has been spent for every one resident in Montreat and citizens have nothing to show for it.

Rev. Erskine Clarke of 558 Providence Terrace, expressed his appreciation for the current Town Council of cleaning up the debris from the prior Council. Rev. Clarke questioned why so much money was spent on projects that were greatly opposed by the majority. Rev. Clarke wanted to know why the pre-audit certification was left off the Florida Terrace documents and he feels that the people shouldn't pay for the Town's oversight.

Emory Underwood of 120 John Knox Road, suggested that the Town Council listen carefully to their attorney and to follow their suggestions. Mr. Underwood implored the Council to be forthcoming with any decisions they make with regards to the lawsuit.

Mary Brueggemann of 439 Kentucky Road, recommended a walking bridge as a replacement for the Texas Road vehicular bridge.

Jack McCaskill of 123 Kanawha Drive, felt that the new bridge would be an asset, especially with the changes that could potentially lower the height and reduce the width. If the Town chooses to go with a walking bridge the Town will not have the funds reimbursed from the NC Municipal Bridge Project. Mr. McCaskill also mentioned Lookout Road Bridge and the damage and deterioration that this bridge sees monthly with people colliding into it by accident. Any bridge that's replaced in the future will have to meet the minimum code requirements.

### **Old Business**

- A. Lookout Road Area-Preliminary Utility Service Plan: Commissioner Vinson moved to approve a contract for preliminary utility service engineering and planning with McGill Associates in the amount of \$8,500 and to authorize the Mayor and Town Administrator to execute the

necessary contract documents. Mayor Pro Tem Fouche seconded the motion. Commissioner Standaert stated that she was voting against the project at this time and instead prefers to wait until a petitioner comes forward wanting to develop their property. Commissioner Standaert also feels that the same issues apply to this location as they did to the Florida Terrace location: increased traffic and activity on Appalachian Way and Lookout Road. Commissioner Gilliland stated that the Town Hall Project and the Texas Road Bridge discussion are more important items to settle at this time and feels that this project should be moved out four to six months for reconsideration. Commissioner Vinson reminded Council that the study will take six months to a year to complete. Commissioner Vinson also read some comments from Richard DuBose with regards to property development in which he personally wants to conserve property near the Lookout Trailhead. The MRA Board of Trustees makes all decisions on the disposition of property and this topic will be discussed at their next meeting. Commissioner Vinson is ready to move forward with the study because of the timeframe involved. Mr. Nalley reminded the Board that Montreat Ordinances prevent private wells and septic and if a petition to build came through it would be stalled until a plan could be put together to bring water, sewer and roads to this area. There being no further discussion, the motion carried 4/1 with Commissioner Standaert voting against the Preliminary Utility Service Plan.

- B. Texas Road Bridge Project: Commissioner Standaert made a motion to move forward with the Texas Road Bridge project by choosing one of the four options listed in KCI Associates letter dated February 4, 2016 and to make a final decision at the April Town Council Meeting. Commissioner Vinson seconded the motion. Commissioner Standaert briefly reviewed the pros and cons that the Council has heard in recent months with regards to the Bridge. Montreat College, the Chief of Police and a good number of the community want a new bridge for safety purposes. Commissioner Standaert feels that the Town should take advantage of the 80/20 grant from the North Carolina Municipal Bridge Project. Commissioner Standaert shared with the group that according to an email written from Donnie Brew of the Department of Transportation to Mr. Don Reid that if the “no build” option is chosen that money will never be available for a bridge to be built at the Texas Road location again. Mayor Pro Tem Fouche felt that Council is not at the position to vote at this time. Commissioner Gilliland doesn’t feel like all the information was presented in a timely manner from KCI and feels that a committee needs to be formed to look into this matter. Commissioner Vinson thinks that KCI has studied all available options and it would be for the betterment of the community to move forward with a decision in April. Commissioner Otto stated that the Council should act out of fact and not out of fear and that he is still trying to sort through all the facts. Upon a request by Mayor Helms, Mr. Nalley restated the proposed motion. There being no further discussion, the motion failed 2/3 with Commissioner Gilliland, Commissioner Otto and Mayor Pro Tem Fouche voting against the motion. Commissioner Otto stated that he feels a majority does not desire the bridge as formerly proposed, even with some of the modifications. Commissioner Otto then moved to suspend the Texas Road Bridge Project indefinitely. Mayor Pro Tem Fouche seconded the motion. The motion carried 3/2 with Commissioner Vinson and Commissioner Standaert voting against the motion. Commissioner Otto then made a motion requesting

Mayor Helms to appoint a committee to investigate the need for a bridge, the type of bridge, whether vehicular or walking and report back to Council by June. Commissioner Gilliland seconded the motion. The motion carried 3/2 with Commissioner Vinson and Commissioner Standaert voting against the motion. Commissioner Standaert asked if the committee would be appointed solely by the Mayor without any Commissioner input and the Mayor responded that yes, that was what the motion stated.

### **New Business**

- A. 2016-2021 Capital Improvements Plan: Mayor Helms asked Council to review their CIP documents and to please respond back to him or Mr. Nalley within the week if they had questions or preferred to hold a special meeting. Mr. Nalley reminded the Board that the approval of the CIP is scheduled for the April Agenda.
- B. Town Services Building Interior Repair: Commissioner Gilliland moved to approve the contract with ServiceMaster of Hendersonville in the amount of \$3,400 to repair the Town Services Building Interior water and mold damage and to authorize the Mayor and Town Administrator to execute the necessary contract documents. Commissioner Otto seconded, and the motion carried 5/0.

### **Public Comment-Other Topics**

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

Mr. Peter Boggs of 338 Chapman Road, feels that Montreat should celebrate this example of democracy. Mr. Boggs has confidence that the new Council will govern with transparency and openness and be responsive to the wishes of the majority of Montreat.

Mr. Perrin Wright of 399 Appalachian Way, feels that there may be a water pressure problem with development in the area of Lookout and Oklahoma. Mayor Helms advised that the study from McGill would likely review this matter and provide the Board with any recommendations.

Annie Carlson of 116 West College Street in Black Mountain, representing Montreat College, discussed upcoming College Events such as the C.S. Lewis Conference, the under graduate research symposium and the Walker Percy Conference which will involve scholars from all over the country discussing Christianity and literature.

Martha Campbell of 149 Maryland Place, advised everyone to mark their calendars for April 30<sup>th</sup> for the Native Plant Sale and Arbor Day Celebration. There will be a food truck as well as vendors. Mrs. Campbell still needs volunteers if anyone is interested in helping.

**Commissioner Communications**

Commissioner Vinson announced that on April 14<sup>th</sup> the Council will be celebrating Montreat's new recognition of being a Tree City USA. Commissioner Vinson reminded everyone that the Audit Committee is looking for a new member.

Commissioner Otto mentioned that with the warm weather a lot of cars were out up on Oklahoma and Lookout.

Commissioner Standaert announced that the Hemlock Restoration Initiative was held several weeks ago with many Montreat citizens in attendance.

**Upcoming Meeting Dates**

Mayor Helms reviewed the following list of upcoming meeting dates and deadlines next week.

**Montreat Tree Board**

March 16, 2016, 10:00 a.m.  
Town Services Office

**Town Services Office Closed**

March 25, 2016  
Good Friday

**Agenda Packets Available**

April 5, 2016  
Town Services Office

**Montreat Landcare**

April 6, 2016, 9:00 a.m.  
Kirk Allen Building  
Swannanoa Room

**April Agenda Meeting:**

April 7, 2016, 7:00 p.m.  
Public Forum begins at 6:30 p.m.  
Walkup Building

**April Town Council Meeting:**

April 14, 2016, 7:00 p.m.  
Walkup Building

**Closed Session**

Commissioner Vinson moved to enter into Closed Session in accordance with North Carolina General Statute §143-318.11(3) for attorney consultation regarding the Civil Action: Carolyn Zoe Crowder, John L. Currie, Nancy B. Thomas, Henry W. Darden, Jr., and wife, Carolyn V. Darden,

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Plaintiffs, versus the Town of Montreat, Defendant. Commissioner Otto seconded and the motion carried 5/0.

Upon a motion by Commissioner Vinson and a second by Commissioner Gilliland with the motion carrying 5/0, the Board returned to Open Session. Commissioner Gilliland moved that the Town of Montreat agrees not to build a Town Hall or other municipal building on the Florida Terrace Tract. Mayor Pro Tem Fouche seconded and the motion carried 5/0.

**Adjournment**

There being no further business, Commissioner Vinson moved to adjourn the Agenda Meeting. Commissioner Gilliland seconded and the motion carried 5/0. The meeting was adjourned at 9:51 p.m.

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Tim Helms, Mayor

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Angie Murphy, Town Clerk

**Town of Montreat  
Board of Commissioners  
Public Forum  
April 7, 2016  
Walkup Building**

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

Board members absent: Commissioner Ann Vinson

Town staff present: Ron Nalley, Town Administrator  
Jack Staggs, Chief of Police  
Steve Freeman, Public Works Director  
Barry Creasman, Senior Water Operator  
Angie Murphy, Town Clerk

**Call to Order**

Approximately 22 people were in attendance. Mayor Helms called the meeting to order at 6:30 p.m. and led the group in a moment of silence.

**Agenda Approval**

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

**Public Forum**

Kent Smith of 513 Greybeard Trail, believes that the current conditions in the Town Services Building are inadequate, deplorable and border on being employee abuse. He feels that the Board should look for a temporary location until a more permanent solution can be decided upon.

Gill Campbell of 149 Maryland Place, wants to encourage the Board to continue to work with the School of Government and the Land of the Sky Regional Council to encourage the State Legislature to cease trying to control municipal governments.

Grace Nichols of 327 Suwannee Drive, feels that the current Town Services Building is pathetic and thinks that the dedicated employees have put up with the conditions for long enough. Mrs. Nichols quoted a letter, from a former Mayor, written in 1990 which stated then that the Town Services Building was inadequate and needed to be addressed. She feels that the Town deserves a new Town Hall inside the Gate.



Janie Moore of 100 Frist Road, was pleased to see the motion for HB2 in the agenda packet. She feels that this new law negatively affects all North Carolina municipalities, limiting local control. Mrs. Moore feels that Board should consider this motion carefully and go on record as condemning HB2 which would put Montreat on the right side of the Civil Rights Movement and the right side of history.

Mike Sonnenberg of 125 Virginia Road, feels that Town Council Meetings would be more beneficial if they were videotaped and shown over a live feed on the internet along with the ability for the public to phone in questions. Commissioner Standaert advised that when the Town gets an appropriate facility in place that up-to-date telecommunications will be available to involve as many members of the public as possible. Mr. Sonnenberg did not feel that waiting for a new building is necessary.

Wade Burns of 232 North Carolina Terrace, feels that the Town should offer contractors access to the dumpster for cardboard disposal used in new construction and renovations.

Tom Frist of 98 Frist Road would like to see item "A" under New Business on this evening's agenda changed to read "In addition to..." rather than "In lieu of" with regards to the Voluntary Reconciliation Fund Establishment. Mr. Frist also asked for an update on the litigation process as well as the newly formed Texas Road Bridge Committee.

Rusty Frank of 205 Harmony Lane, would like to know about the scope of the responsibilities of the Montreat Bridge Committee. Mr. Frank asked if the Committee had any expertise, would have a budget and if they would be conducting any studies. Mayor Helms advised that their responsibilities refer back to the motion that Commissioner Otto made at the March 10, 2016 meeting: to appoint a committee to investigate the need for a bridge, the type of bridge, whether vehicular or walking and report back to the Board by June.

Nan Clarke of 558 Providence Terrace, is unhappy about potholes along the roadway to her home. Mrs. Clarke also thanked Public Works for all of their hard work and graciousness during the most recent windstorms. Mr. Nalley advised that Salem Road is privately maintained and that the Town offered to take over the road last year, but one owner refused.

Erskine Clarke of 558 Providence Terrace, expressed his agreement with Janie Moore's comments and thanked her for sharing them. Mr. Clarke feels that the damage on Salem Road is from the construction of new homes and would like the Town to reconsider their position on taking responsibility for repairs. Mr. Nalley advised that the Town is not allowed to spend public money maintaining private roadways.

Mike Colley of 344 Oklahoma Road, recommended extending the pavement restriping to better accommodate the hiking traffic. Mr. Colley also asked for further explanation with regards to proposed revisions to Montreat General Ordinance, Chapter E. Mr. Nalley advised that the

restriping proposal only covers existing striping and clarified that as long as the homeowner's current private well and septic system did not fail they would not be required to connect to the Town's system.

**Adjournment**

The Public Forum adjourned at 7:02 p.m. with a motion by Commissioner Ann Vinson and a second by Commissioner Bill Gilliland.

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Tim Helms, Mayor

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Angie Murphy, Town Clerk

**Town of Montreat  
Board of Commissioners  
Town Council Agenda Meeting  
April 7, 2016  
Walkup Building**

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

Board members absent: Commissioner Ann Vinson

Town staff present: Ron Nalley, Town Administrator  
Jack Staggs, Chief of Police  
Steve Freeman, Public Works Director  
Angie Murphy, Town Clerk  
Barry Creasman, Senior Water Operator

Approximately 20 members of the public were also present. Mayor Helms called the meeting to order at 7:02 p.m., and led the group in reciting the Pledge of Allegiance.

**Agenda Approval**

Mayor Helms welcomed everyone to the meeting and thanked everyone who attended the Public Forum. Commissioner Standaert moved to adopt the agenda as presented. Commissioner Gilliland seconded. Mayor Pro Tem Fouche requested that House Bill 2 be removed from the agenda because the Town is already dealing with a lot of controversy. Commissioner Standaert stated that she would like to see HB2 remain on the agenda because it speaks to the concerns of the community and hoped that there were not any prior conversation amongst Board Members about this matter. Commissioner Gilliland stated that he is not knowledgeable enough about the matter to vote next week so he would like to see it removed from the agenda as well. Commissioner Otto felt that Montreat has too many other obstacles to overcome right now and would like to see it removed from the agenda as well. Commissioner Standaert advised that leaving HB2 on the agenda would give everyone a chance to vote in a way in which they feel led. Following discussion, Mayor Pro Tem Fouche moved to remove HB2 from the agenda. Commissioner Otto seconded the motion. Commissioner Standaert called for a Point of Order and asked for legal opinion on whether the topic could be removed. Mayor Helms called for a vote and the motion passed 3/1 with Commissioner Standaert voting against the motion. Commissioner Gilliland moved to adopt the agenda as amended. Mayor Pro Tem Fouche seconded and the motion to approve the Agenda as amended carried 3/1 with Commissioner Standaert voting against the motion.

**Mayor's Communications**

Mayor Helms stated that he had no communications this evening.

**Consent Agenda Review**

The proposed Consent Agenda will include the following items:

- February 8, 2016, Annual Board Retreat Minutes as amended
- March 3, 2016, Public Forum Minutes
- March 3, 2016, Town Council Agenda Meeting Minutes
- March 10, 2016, Town Council Meeting Minutes
- Adoption of Resolution #16-04-01 designating April 30, 2016 as Arbor Day in the Town of Montreat

**Town Administrator's Communications**

- Mr. Nalley congratulated Mr. Stackhouse on his fourth consecutive year for receiving the Certificate of Achievement for Excellence in Financial Reporting.
- Mr. Nalley advised the Board that they would be asked to complete four courses in the Incident Command System Training offered through FEMA. Town Clerk Angie Murphy will provide more information at next week's meeting. The completion of these courses ensures the Town will receive funds in the event of a declared disaster.
- Mr. Nalley advised Council that he had received a request from the Black Mountain Town Manager to participate financially in the Montreat Road Sidewalk Project. The Town of Black Mountain is requesting \$50,000 to help speed up the completion of the project.
- Mr. Nalley briefly reviewed a letter from KCI which states the Town may have to reimburse the Federal Highway Administration \$250,000 if the Board remains with current motion of suspending the Texas Road Bridge Project indefinitely. In order to continue with the "no build" option the Town should consider reopening the planning document.

**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 Comment – Agenda Items**

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.

Tom Frist of 98 Frist Road, hopes that the plaintiffs in the lawsuit will show generosity by reducing their demands and that they and Town Council will reach a quick settlement. Mr. Frist hopes the Town will assume responsibility for the legal fees of Town Employee Steve Stackhouse. Mr. Frist also hopes the proposed Voluntary Reconciliation Fund will receive donations from both sides in the dispute. Mr. Frist feels that the plaintiffs who did not expect to receive their monies paid back from the lawsuit will donate these to the Voluntary Reconciliation Fund. Mr. Frist also wants the town to heal from the separation that has been present for so many years.

Martha Campbell of 149 Maryland Place, would like to see full transparency with regards to the Town paying back the legal fees to the plaintiffs. Mrs. Campbell would like to see the names of the people who will benefit from taxpayer's money.

Wade Burns of 232 North Carolina Terrace, spoke in support of the Capital Improvements Plan. Mr. Burns feels that the Town has been incredibly well served by the Public Works Department. Mr. Burns encourages the Board to become familiar with the water tank request in the CIP as a way to honor the work by the department that will provide the area with quality water.

Janie Moore of 100 Frist Road, wanted to share her dismay with how the Texas Bridge Project motions were handled. Mrs. Moore reviewed the videos online and was disappointed to see that both votes carried with no discussion. Mrs. Moore feels that Council should make good procedure a priority and call for a discussion before calling for a vote to give Board Members time to deliberate prior to voting in a hasty manner.

Philip Arnold of 530 Magill Drive, is disappointed that Council may not take a position against HB2 because the Governor of Georgia, who is a deeply religious man, recognized this bill for what it is: discrimination.

Eric Nichols of 527 Suwannee Drive, feels that \$250,000 is too much to pay for a pedestrian walkway over a river.

Joe Standaert of 118 Shenandoah Terrace, sent a letter to the Board this week expressing his objections to any proposed lawsuit settlement that uses taxpayer money to pay the plaintiffs or individuals who donated to the lawsuit. Mr. Standaert feels Council should take the following steps in settling the lawsuit: (1) urge the plaintiffs to drop the lawsuit, (2) pay the extra money and let the Judge decide if legal fees should be reimbursed, and (3) take Tom Frist's recommendation of setting up a Voluntary Reconciliation Fund.

### **Old Business**

- A. 2016-2021 Capital Improvements Plan: Mr. Nalley advised that Town Staff will need direction on the Capital Improvements Plan (CIP) in order to move forward with the Budget Process. The

CIP decisions affect this fiscal year as well as next fiscal year. Mr. Nalley has heard little feedback from the Board with regards to projects on the CIP. Commissioner Gilliland thanked Town Staff for all of their hard work on the Capital Improvements Plan.

- B. 2016-2017 Fiscal Year Departmental Goals and Objectives: Mr. Nalley advised the Board that it is very important that the goals and objectives for next fiscal year represent the Board's wishes so that staff can appropriately plan for them in the next fiscal year budget.
- C. Sanitation Services Update: Mr. Nalley advised the Board to refer to the memo from staff included in the agenda packet for an update on sanitation services and to please contact him if they had any questions or concerns.

### **New Business**

- A. Voluntary Reconciliation Fund Establishment: Commissioner Gilliland requested to change the wording in the suggested motion to the following: To move that in addition to Montreat taxpayer's money being spent to pay the plaintiff's legal expenses in the current lawsuit brought by Crowder, Currie, Thomas and Darden that, as proposed by Mr. Tom Frist, a Voluntary Reconciliation Fund be established by the Town of Montreat to receive the gifts of citizens and other interested parties to help pay for the litigation costs. Mayor Helms asked if the Town was setup to handle donations of this kind. Mr. Nalley advised that there were likely some procedural requirements that would need to be completed and that staff would check into this matter.
- B. House Bill 2, the Public Facilities Privacy and Security Act: Mayor Helms asked Town Attorney Susan Taylor Rash if they could remove an item from the Agenda with a vote that carried 3/1 and Mayor Helms wanted to know if that was acceptable. Mrs. Taylor Rash wanted to speak with Mr. Nalley with regards to the context in which the vote was acted upon.
- C. Pavement Restriping Project: Mr. Nalley advised the Board that bids had been received and that Town Staff would present a recommendation at next week's meeting.
- D. Appalachian Way Paving Project: Mr. Nalley advised the Board that final bids were expected the following day and that a recommendation would be presented to Council at next week's meeting.
- E. Montreat General Ordinance, Chapter E – Utilities, Article I – Water and Sewer:  
In 2015, the Board and staff discussed the inconsistencies found in Montreat General Ordinance Chapter E (Utilities) and Chapter M (Extensions of Public Utilities and Streets) as they relate to public utility extensions in our Extraterritorial Jurisdiction (ETJ). At their 2015 Retreat, the Board agreed that the text of Chapter M would remain unchanged, and that revisions would be needed to Chapter E so that it would clearly state that public water and

sewer connections/extensions would be allowed for in the ETJ.

### **Public Comment-Other Topics**

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

Mr. Mike Sonnenberg of 125 Virginia Road, expressed his concern about there being only one entrance/exit into the Town and that if emergency vehicles were using the entrance to respond to an emergency it could cause serious problems for those residents trying to exit the Town. Mr. Sonnenberg feels that resolving this should be a top priority for Council.

Mr. Gill Campbell of 149 Maryland Place, feels that the pavement striping should continue all the way out Lookout Road. Mr. Nalley stated that staff would receive an estimate for additional striping.

Mrs. Janie Moore of 100 Frist Road, advised Council that if they do not know enough about an issue, to table the discussion until they can become more educated on the matter. Mrs. Moore doesn't want Council to act in haste and make decisions that have regrettable consequences in the future.

### **Commissioner Communications**

There were no Commissioner Communications at this time.

### **Upcoming Meeting Dates**

Mayor Helms reviewed the following list of upcoming meeting dates and deadlines next week.

<u>April Town Council Meeting</u>	April 14, 2016, 7:00 p.m. Walkup Building
<u>Montreat Tree Board</u>	April 19, 2016, 11:00 a.m. Town Services Office
<u>Planning &amp; Zoning Commission:</u>	April 21, 2016, 7:00 p.m. Walkup Building
<u>Arbor Day Celebration-Native Plant Sale</u>	April 30, 2016, 9:00 a.m. – 2:00 p.m. Moore Center Field
<u>Montreat Landcare</u>	May 4, 2016, 9:00 a.m.

**Montreat Board of Commissioners  
Town Council Agenda Meeting Minutes  
April 7, 2016**

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Kirk Allen Building  
Swannanoa Room

May Town Council Meeting

May 6, 2016, 3:30 p.m.  
Public Forum begins at 3:00 p.m.  
Walkup Building

**Closed Session**

Commissioner Gilliland moved to enter into Closed Session in accordance with North Carolina General Statute §143-318.11(3) for attorney consultation regarding the Civil Action: Carolyn Zoe Crowder, John L. Currie, Nancy B. Thomas, Henry W. Darden, Jr., and wife, Carolyn V. Darden, Plaintiffs, versus the Town of Montreat, Defendant. Commissioner Otto seconded and the motion carried 4/0.

Upon a motion by Commissioner Gilliland and a second by Mayor Pro Tem Fouche with the motion carrying 4/0, the Board returned to Open Session. No action was taken during Closed Session.

**Adjournment**

There being no further business, Commissioner Gilliland moved to adjourn the Agenda Meeting. Mayor Pro Tem Fouche seconded and the motion carried 4/0. The meeting was adjourned at 9:00 p.m.

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Tim Helms, Mayor

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Angie Murphy, Town Clerk



**Town of Montreat  
Board of Commissioners  
Town Council Meeting  
April 14, 2016  
Walkup Building**

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

Board members absent: None

Town staff present: Ron Nalley, Town Administrator  
David Arrant, Master Police Officer  
Steve Freeman, Public Works Director  
Angie Murphy, Town Clerk  
Barry Creasman, Senior Water Operator  
Steve Stackhouse, Finance Officer

Approximately 39 members of the public were also present. Mayor Helms called the meeting to order at 7:00 p.m., and led the group in reciting the Pledge of Allegiance and in a moment of silence.

**Agenda Approval**

Commissioner Gilliland moved to approve the agenda. Commissioner Standaert seconded the motion. Commissioner Standaert asked to pull the February 8th, Annual Board Retreat Minutes and the March 10th, Town Council Meeting Minutes for corrections and consideration under New Business. Mr. Nalley also requested the Closed Session that was scheduled for this meeting be removed from the agenda. Commissioner Vinson then moved to add House Bill 2 back to the agenda with its original suggested motion. Commissioner Standaert seconded the motion. Commissioner Vinson referenced the stance that Montreat Conference Center took on HB2 and feels that the entities in Montreat should stand united on this legislation. Commissioner Gilliland stated that he is not knowledgeable enough at this time to vote on this issue and there are more important items that the Council needs to direct their focus. Commissioner Otto felt that HB2 is the law in North Carolina and continues to create more division within communities that have chosen to take a stance and does not feel it needs to be addressed by the Board at this time. Mayor Pro Tem Fouche felt that Montreat has enough chaos and that other matters need to be finalized before moving forward with more controversial topics. Mayor Helms repeated the motion made by Commissioner Vinson on whether to add HB2 back to the Agenda. The motion failed 2/3 with Commissioners Otto and Gilliland and Mayor Pro Tem Fouche voting against the motion. The motion to adopt the agenda as amended without HB2 was approved 5/0.

**Presentation to Council: Tree City USA**

Shane Baker of the North Carolina Forest Service presented the 2015 Tree City USA award to Mayor Tim Helms and Commissioner Ann Vinson. Mr. Baker noted that Montreat is one of 85 cities and towns in North Carolina and one of 3,400 nationwide who hold this designation. To achieve this recognition, the town met the following criteria: (1) celebration of Arbor Day; (2) spent at least \$2.00 per capita on tree-related efforts, such as plantings and curbside brush and Christmas tree removal, (3) established a tree ordinance setting out policies for care of trees on our public lands and rights-of-way; and (4) established a citizens "tree board" to address issues regarding the care and maintenance of trees on public land. Commissioner Vinson acknowledged Mr. Bill Seaman, who was unable to attend the presentation, for all of his hard work and diligence to help Montreat attain this status. Mr. Seaman worked with both the Montreat Landcare Committee and with Town Employees. Commissioner Vinson advised that by receiving this designation it will assist in more educational opportunities and will aid in obtaining grant funding. Commissioner Vinson read several letters of congratulations from local "sister" Tree Cities. Mayor Helms reflected on the importance of Montreat's tree canopy and how healthy trees are essential to the quality of life in the community. There are also benefits in enhancing home and neighborhood values and attracting tourists. Commissioner Vinson reminded everyone that Arbor Day in Montreat would be celebrated in conjunction with the annual Montreat Native Plant Sale & Landcare Festival on Saturday, April 30 from 9:00 a.m. to 2:00 p.m. at the Moore Center Field. Mayor Helms and Commissioner Vinson acknowledged and thanked the members of the Landcare Committee and the Tree Board who were in attendance for helping Montreat to earn the Tree City USA award.

**Mayor's Communications**

- Mayor Helms invited the community to visit the newly installed Woolly Adelgid Educational sign, which was unveiled at a ceremony on April 4<sup>th</sup> outside of the Post Office. The sign highlights the beetle program and its efforts to eradicate the woolly adelgid and to restore the Hemlocks to their natural beauty. The sign was a joint effort between Dr. Dottie Shuman's Outdoor Education class and the Hemlock Initiative program. Mayor Helms acknowledged Rusty Frank, Joe Standaert, Philip Arnold and John Johnson for all of their hard work.
- Mayor Helms announced the members of the Montreat Bridge Committee whom he appointed at the request of a motion from Commissioner Otto at the March Town Council Meeting. The members are as follows: Alice Lentz, Dan Dean, Lee Lancaster, Tyler Smith, Bob Cunningham, Jan McRae and Commissioner Kent Otto. The first meeting will be held on April 19 at 2:30 in the Town Services Building and is open to the public.
- Mayor Helms recognized Finance Officer Stefan Stackhouse for receiving a Certificate of Achievement for Excellence in Financial Reporting.

### **Consent Agenda Review**

With the adoption of the Consent Agenda, the Board approved the following items:

- March 3, 2016, Public Forum Meeting Minutes
- March 3, 2016, Town Council Agenda Meeting Minutes
- Adopted Resolution #16-04-01 designating April 30, 2016 as Arbor Day in the Town of Montreat

### **Town Administrator's Communications**

- Mr. Nalley congratulated Mr. Stackhouse on his fourth consecutive year receiving the Certificate of Achievement for Excellence in Financial Reporting.
- Town Clerk Angie Murphy reviewed with the Board the four courses they will need to complete for the Incident Command System (ICS) Training through FEMA. The completion of these courses helps ensure the Town will receive funds in the event of a declared disaster.
- Mr. Nalley advised the Board that he had received a request from the Black Mountain Town Manager to participate financially in the Montreat Road Sidewalk Project. The Town of Black Mountain is requesting \$50,000 to help speed up the completion of the project. It was decided by consensus that the Board would table this discussion until the Budget workshops in May.
- Mr. Nalley briefly reviewed a letter from KCI which states the Town may have to reimburse the Federal Highway Administration \$250,000 if the Board remains with current motion of suspending the Texas Road Bridge Project indefinitely. In order for the Board to reconsider the "no build" option the Town should consider reopening the planning document. Since receipt of this letter, Mr. Nalley has received additional information from the Federal Highway Administration and the NC Department of Transportation (NCDOT) who would now like to review the Town's project. Mr. Nalley and Mayor Helms requested a conference call with both the Federal Highway Administration and the NCDOT in preparation for May's Council Meeting. Commissioner Standaert asked how this would impact the first Montreat Bridge Committee Meeting. Mr. Nalley advised that the first couple of meetings would go forward as scheduled and that the Chair of the Montreat Bridge Committee would be invited to attend the conference call.

### **Administrative Reports**

Police Chief: Master Police Officer David Arrant reviewed and presented the March 2016 monthly departmental activity report. Officer Justyn Whitson recently attended a class about community oriented policing at the NC Justice Academy. There has been a lot of black bear activity so Officer

Arrant advised citizens to keep their bear-proof containers in working order. There were several other incidents that were not reported to the Montreat Police in a timely manner so officers have reminded everyone that they do operate 24 hours a day, 7 days a week and to please call anytime if an issue arises.

Public Works Director:

- Mr. Freeman reported that there were a lot of downed trees from high winds which caused numerous power outages. He advised that the more citizens who call in outages to 1-800-POWER-ON the quicker the response in repairing the problems.
- Mr. Freeman reported that the Annual Water Supply Plan has been completed and that the Town shows a 5% water loss which is well below the State's preferred amount of 15%. This Plan also projects water usage through 2040 and is well within its goal of meeting the future water needs of the community.
- Mr. Freeman advised that Public Work Crews have been working on the rock wall on Alabama Terrace beside the Post Office and will be working on the guardrail in the weeks to come.

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

- February 2016 Financial Summary Report;
- Final February 2016 Detailed Financial Statement;
- Preliminary March 2016 Detailed Financial Statement;
- March 31, 2016 Cash and Investment Earnings Report

Building Inspector/Code Administrator: Mr. Currie was unable to attend the meeting due to training. Mr. Nalley reported that the Planning & Zoning Commission would be meeting on April 21 and would be reviewing Montreat's Sign Ordinances.

**Public Comment – Agenda Items**

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.

Susanne McCaskill of 114 John Knox Road, does not approve of paying the Plaintiffs for suing the Town of Montreat. She believes this will set a precedent for future lawsuits or disagreements, and would like for the Courts to decide.

Grace Nichols of 527 Suwannee Drive, believes the Town Council should not approve the use of taxpayer money to pay back the legal fees to either the plaintiffs or the other financial supporters of the lawsuit. The goal of not building a Town Hall on Florida Terrace was already accomplished by the results of the November election. Mrs. Nichols feels that reimbursing the plaintiffs and other financial contributors will appear to her to be an unethical pay back.

Janie Moore of 100 Frist Road, asks that the Board not force the taxpayers of Montreat to pay for the legal expenses of the plaintiffs unless the Council is ordered to do so by the Courts. The Court will be able to make an objective decision which the community will then be able to accept as fair and just.

Don Reid of 127 Shenandoah Terrace, read a response from a letter he received from Donnie Brew of the Federal Highway Administration which he feels offers conflicting information on whether the Town will have to pay back the \$250,000 for the Texas Road Bridge Project. Mr. Reid also reviewed his financial statements on the Texas Road Bridge Project and urged the Board and the Montreat Bridge Committee to cut their losses and build an appropriate walking bridge which appeals to the voters. Commissioner Standaert advised that she had forwarded an email from Mr. Donnie Brew which stated that if the “no-build” option was selected there would never be any Federal Reimbursement Funds for the Texas Road Bridge or any other area which would fulfill the connectivity of this site. Mr. Nalley clarified that depending on how Mr. Brew was asked the question with regards to choosing the “no-build” option inside or outside the planning document may have impacted his response and could account for any discrepancies.

### **Old Business**

- A. **2016-2021 Capital Improvements Plan:** Mr. Nalley advised that the Capital Improvements Plan (CIP) is a flexible financial planning tool used to forecast the Town’s equipment, building and infrastructure needs over the next five years. Items included in the CIP have a life expectancy of greater than one year and a value of greater than \$5,000. The staff-recommended numerical and alphabetical priority codes are used to organize each project scheduled throughout the Plan’s five-year scope on both the departmental and organizational levels. Each project, as well as it’s corresponding priority code, is subject to revision or deletion at the Board’s discretion. Once the final CIP is adopted, the numerical priority codes for the projects included in the first year of the Plan will be used to help determine funding allocations in the 2016-2017 Fiscal Year Budget. Commissioner Gilliland moved to adopt the 2016-2021 CIP as presented. Commissioner Vinson seconded and the motion carried 5/0.
  
- B. **2016-2017 Fiscal Year Departmental Goals and Objectives:** Commissioner Standaert moved to adopt the 2016-2017 Fiscal Year Departmental Goals and Objectives as presented. Commissioner Vinson seconded and the motion carried 5/0.
  
- C. **Sanitation Services Update:** At the February 8, 2016 Board Retreat, the Board of Commissioners agreed to move forward with staff’s recommendations regarding the proposed sanitation services delivery method. In response to the information and data gathered concerning the current sanitation service and the “temporary” service changes put in place during September, staff recommended the following:
  - 1. Continue sanitation collection services in the same manner.

2. Replace the existing sanitation truck as soon as possible.
3. Close the compactor site permanently to the public, including Saturday service.
4. Initiate an imprinted bag system. The cost of the bags will be recovered through their sale.
5. Develop a fenced handling area for the imprinted bags, opened by any staff member upon request.
6. Research requiring bear-proof containers for high occupancy dwellings.
7. Increase education efforts for container rules, bear-proof container requirements and special collections services.

Since the Board Retreat, the public works staff has finalized the specification sheet for the new sanitation truck, completed the fenced handling area next to the Town Services building, and secured quotes for the imprinted trash bags. Over the next two weeks, staff will begin developing a handout explaining the new changes and placing the order for the new bags. The purchase of the new truck will have to wait until after the adoption of the new budget in July. It is Staff's intention to have the new changes in place by May 30, 2016. It is important to let our residents and visitors know that the curbside service the Town now provides will not be changing, and that the addition of the new imprinted bags will be a safer and more efficient method of disposing extra kitchen garbage that may accumulate during the week. In addition, the new changes will:

- Reduce illegal dumping and unauthorized use at the compactor site.
- Resolve concerns with the safety and liability of the compactor site to the general public as well as our own employees.
- Encourage the use of curbside collection services

Commissioner Gilliland moved to accept the Sanitation Services Plan as presented. Commissioner Standaert seconded. And the motion passed 5/0.

### **New Business**

- A. **Voluntary Reconciliation Fund Establishment:** Commissioner Standaert moved that in addition to Montreat taxpayer's money being spent to pay the plaintiff's legal expenses in the current lawsuit brought by Crowder, Currie, Thomas and Darden that, as proposed by Mr. Tom Frist, a Voluntary Reconciliation Fund be established by the Town of Montreat to receive the gifts of citizens and other interested parties to help pay for the litigation costs. Commissioner Vinson seconded and the motion carried 5/0.
- B. **Pavement Restriping Project:** Commissioner Vinson moved to award the bid for the Pavement Restriping Project to Carter Asphalt Sealing & Striping in the amount \$13,104 and to authorize the Mayor and Town Administrator to execute the necessary related contract documents. Commissioner Gilliland seconded. In response to a question from Commissioner Gilliland, Mr. Freeman reported that additional striping in the Lookout Road area would not be feasible due to the need for on-street parking and would not meet the lane width requirements. The

motion carried 5/0.

- C. Appalachian Way Paving Project: Commissioner Vinson moved to award the Appalachian Way Paving Project to C & T Paving in the amount \$189,541.80 and to authorize the Mayor and Town Administrator to execute the necessary related contract documents. Commissioner Otto seconded and the motion carried 5/0.
- D. Montreat General Ordinance, Chapter E – Utilities, Article I – Water and Sewer: Commissioner Vinson moved to call for a Public Hearing on May 12, 2016 at 7:00 p.m. or as soon thereafter as possible to discuss proposed revisions to Montreat General Ordinance, Chapter E - Utilities, Article I – Water and Sewer. In 2015, the Board and staff discussed the inconsistencies found in Montreat General Ordinance Chapter E (Utilities) and Chapter M (Extensions of Public Utilities and Streets) as they relate to public utility extensions in the Town’s Extraterritorial Jurisdiction (ETJ). At their 2015 Retreat, the Board agreed that the text of Chapter M would remain unchanged, and that revisions would be needed to Chapter E so that it would clearly state that public water and sewer connections/extensions would be allowed for in the ETJ. Commissioner Gilliland seconded and the motion carried 5/0.
- E. Minute Revision Requests: Commissioner Standaert requested the Town Clerk pull the tapes from the February 8th Annual Board Retreat and to review which Commissioners had voted in favor of the Texas Road Bridge in the consensus vote held that day by Mayor Helms. The Town Clerk advised that while Commissioner Gilliland and Commissioner voted against the Bridge Project, Commissioners Vinson and Standaert and Mayor Pro Tem Fouche voted in favor of moving forward with the Texas Road Bridge Project. Mayor Pro Tem Fouche did go on to say that she would like to gather more public input and information and then make a final decision. Commissioner Standaert moved to accept the amended February 8th Annual Board Retreat Minutes as presented with no further corrections. Commissioner Vinson seconded and the motion passed 5/0.

Commissioner Standaert requested the Town Clerk pull the tapes from the March 10th Town Council Meeting to review a comment that she had made with regards to the Texas Road Bridge Project. The Town Clerk received the email request but was unable to make the change prior to the evening’s meeting. Commissioner Standaert asked these minutes to be pulled until the May Town Council Meeting.

### **Public Comment-Other Topics**

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

Mr. Rusty Frank of 205 Harmony Lane, encouraged the Board to go look underneath the Texas



Road Bridge as it is in very bad shape and might need to be completely torn down.

Mr. Peter Boggs of 338 Chapman Road, wants to respond to a statement made by Joe Standaert at the Board's April Agenda Meeting. Mr. Standaert stated that there was voter fraud during the November 2015 election, he stated that there was an orchestrated effort to get Montreaters to change their Voter registrations to Montreat, and that there were ongoing investigations into the election in Montreat. Mr. Boggs has learned from the Chair of the Buncombe County Board of Elections that, as far as he knows, there are no ongoing investigations of the Election in Montreat. In fact, he feels that all of the statements made by Mr. Standaert are incorrect and that he is ill-informed. As far as he knows, there was no voter fraud in the November 2015 election and if there was fraud, why have there been no arrests or indictments. Mr. Boggs also feels there is no credible evidence of any organized effort to get Montreaters to change their voter registration to Montreat. There were, indeed, many Montreat taxpayers, some of whom have homes elsewhere, that decided to change their voter registration to Montreat in order to vote here in November.

Mrs. Janie Moore of 100 Frist Road referenced the Commissioners who stated that they wanted House Bill 2 removed from this evening's agenda due to not feeling knowledgeable about the topic. Mrs. Moore feels that in the week between the agenda meeting and the regular meeting that the Commissioners could have taken it upon themselves to research HB2 and come prepared to vote on the matter tonight. Mrs. Moore also mentioned that some feel that HB2 is too controversial but in this case it is not about an inanimate object, it is about people, laws and justice. Mrs. Moore feels that the motion should be reintroduced.

Mr. Bill Straughan of 122 Eastminster Terrace, feels that charging people with ethics violations of fraudulent elections is a serious matter and that if the community wants the Town of Montreat to heal, these accusations need to stop.

Mr. Alex Miller of 185 Mississippi Road, represents Montreat College and invited the community to the remainder of the College's Centennial Year Festivities on May 1<sup>st</sup>: an ice cream social on the lawn and later in the day a Pops Concert in Anderson Auditorium. There will be a Grand Centennial Celebration on May 5th at the Cove. The Class of 2016 will graduate on May 14<sup>th</sup> and record enrollment is anticipated for next year.

Mr. Mike Sonnenberg of 125 Virginia Road, wants the Board to remember that future generations will be responsible for the upkeep of the proposed Texas Road Bridge. Mr. Sonnenberg feels that there were some claims made regarding the sanitation site, public safety and access requirements. Mr. Sonnenberg contacted the NC League of Municipalities and local insurance agents and he does not find any information that supports these claims. He would like to see documentation which relates to these matters. Mr. Sonnenberg also does not feel that State Bills need to be placed on the agenda.

### **Commissioner Communications**



Commissioner Gilliland advised that he does read his town email but does not like to respond to them because emails can be misinterpreted. Commissioner Gilliland invites the public to call him and he will be glad to address any issues they may have.

Commissioner Vinson shared her regrets at being unable to attend the April 4<sup>th</sup> unveiling of the beetle signage but she heard there was a great outpouring of the public and was thrilled to hear that Representative John Ager was able to attend and participate in the ceremony. Commissioner Vinson invited everyone to the Native Plant Sale and the Arbor Day Celebration which will be held on April 30th at Moore Center Field. Commissioner Vinson mentioned that the Audit Committee still needs an additional member and that this year the committee will be interviewing prospective auditors.

Commissioner Otto advised that he has spoken to members of the community who are not happy using tax dollars to help Black Mountain with their Montreat Road Sidewalk Project, however residents may be open to the Board establishing a fund to donate to this cause.

Commissioner Standaert responded to Mr. Boggs allegations by reading postings from the “Friends of Montreat” Facebook page which were made on April 20, 2015 and advising that those comments alleged that some residents were encouraged to change their voting registration for the purpose of the November 2015 election. These documents were reported to Board of Elections Director Trena Parker who advised that the comments would be passed on to the Board of Elections at the State level. Commissioner Standaert invited those interested to visit the Board of Elections website and read the full transcripts from the hearings and to form your own opinion on the matter. Commissioner Standaert went on to read a series of conversations concerning 27 challenges that were brought before the Board of Elections. Fourteen of twenty seven challenges were adjudicated and were found not qualified to vote in the Montreat election.

### **Upcoming Meeting Dates**

Mayor Helms reviewed the following list of upcoming meeting dates and deadlines next week.

**Montreat Tree Board**

April 19, 2016, 11:00 a.m.  
Town Services Office

**Planning & Zoning Commission**

April 21, 2016, 7:00 p.m.  
Walkup Building

**Arbor Day Celebration-Native Plant Sale**

April 30, 2016, 9:00 a.m. – 2:00 p.m.  
Moore Center Field

**Montreat Landcare**

May 4, 2016, 9:00 a.m.

**Montreat Board of Commissioners  
Town Council Meeting Minutes  
April 14, 2016**

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Kirk Allen Building  
Swannanoa Room

May Agenda Meeting:

May 6, 2016, 3:30 p.m.  
Public Forum begins at 3:00 p.m.  
Walkup Building

May Town Council Meeting:

May 12, 2016, 7:00 p.m.  
Walkup Building

**Adjournment**

There being no further business, Mayor Pro Tem Fouche moved to adjourn the Town Council Meeting. Commissioner Standaert seconded and the motion carried 5/0. The meeting was adjourned at 8:47 p.m.

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Tim Helms, Mayor

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Angie Murphy, Town Clerk

**TOWN OF MONTREAT  
FISCAL YEAR 2015-2016  
BUDGET AMENDMENT #5**

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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, 2016.

**Department(s):** Administration, Streets

**Purpose:** To amend several line items in the Administration due to higher levels of expenditures than were initially anticipated. The proposed funding is a reallocation from the Streets Capital Outlay budget.

**Section 1.** To amend the General Fund as follows:

Line Item	Account Number	Debit Change	Credit Change	Amended Budget
Administration - Telephone	10-00-4200-110	\$2200		\$6,200
Administration – Contract Svcs	10-00-4200-480	\$2000		\$21,500
Streets – Capital Outlay	10-20-5600-730		\$4,200	1,073,600

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

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Finance Officer

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Date

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

Adopted this 12<sup>th</sup> day of May, 2016.

**Recorded and filed:**

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Budget Officer/Town Administrator

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Date

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Town Clerk

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Date

**TOWN OF MONTREAT BOARD OF COMMISSIONERS**  
**REQUEST FOR BOARD ACTION**  
**Meeting Date: May 12, 2016**

**SUBJECT:** 2016-2017 Annual Budget Presentation

**AGENDA INFORMATION:**

**Agenda Location:** Presentation to Council  
**Item Number:**  
**Department:** Administration  
**Contact:** Ron Nalley, Town Administrator  
**Presenter:** Ron Nalley, Town Administrator

**BRIEF SUMMARY:** In keeping with the Budget Calendar adopted by the Board, the Town Administrator will present the proposed 2016-2017 Annual Budget to the Board of Commissioners and file it with the Town Clerk for public inspection.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** None

**FUNDING SOURCE:** None

**ATTACHMENTS:** Budget material will be distributed at the meeting.

**STAFF COMMENTS AND RECOMMENDATIONS:** At your May 12 meeting, I will be presenting my recommendation to Council for the 2016-2017 Fiscal Year Budget. The purpose of the presentation is for me to discuss the highlights of the proposed budget. Council will have a little over a month to review the budget and can set as many special meetings as you wish during that month to discuss the proposed budget. Following the public hearing on June 9<sup>th</sup>, the Board will have an additional two weeks to deliberate and make any final changes to the budget prior to its scheduled adoption on June 23<sup>rd</sup>.

## **MONTHLY POLICE STATISTICS REPORT**

<b>April</b>	<b>2016</b>	<b>2015</b>	<b>2014</b>	<b>2013</b>	<b>2012</b>
Mileage	3345	2823	2478	3158	2614
Dispatched Calls	141	112	80	96	87
Officer-Initiated Calls	214	262	271	180	244
Fire/EMS Assistance Calls	11F/6E	15F/4E	6F/1E	6F/4E	5
Motorist/Other Assistance Calls	72	56	45	63	22
Traffic Stops	32	25	25/113G	35	39
Parking Issues	7	9	4	9	14
Burglar/Fire Alarm Responses	1B	4B/1F	4B	3B/3F	7
Residential/Building Checks	235	254	112	150	150
Ordinance violations	19	14	15	21	23
LE Agency Assistance Calls	13	11	20	18	47
Animal Calls	3	7	0	3	4
Larcenies	0	0	1	0	1
B&E Calls	0	0	0	1V	0
Suspicious Person/Vehicle Investigations	22P/25V	14P/14V	9P/26V	4P/13V	9
Disturbance Calls	5	3	2	3	7
Accident Responses	0	0	0	1	0
Auxiliary Hours Worked	40R/60T	32R/48T	32R/24T	40R/85T	74
Truck turns at gate	1	1	2	2	5

- Town service: 454
- MRA service: 153
- College service: 20
- On 04/02-03/2016 MPD assisted the BMFD and Montreat Street Department with trees and power lines down on Kentucky Road. Also assisted BMFD and BMPD with trees down on houses, blocking roadways and laying on power lines. This incident started at 4:20 p.m. until 3:00 a.m.
- On 04/03/2016, MPD assisted Street Department reference trees and limbs down all over Town, Kanawha, Shenandoah, Appalachian Way, and Missouri. Also MPD found an illegal camper at Monkey Bottoms, MRA was contacted and the subject moved on.
- On 04/04/2016, MPD, Street Department and Sanitation patrolled throughout the Town looking for any downed trees on houses. MPD also participated in a meeting with the College reference an active shooter scenario.
- On 04/06/2016, MPD participated in a scenario of an active shooter at the Belk Building in which hostages were taken. Montreat College set-off its alarm to shelter-in-place at 1:15 p.m. Officers from BCSD, BMPD, MPD, EMS and BMFD walked around campus to find out how effectively the students received the alarm. At approximately 2:15 p.m. the scenario was put into full motion with the BCSD's Bearcat and Tactical Van in action at Belk Center. The active shooter had barricaded himself in a room with hostages. Buncombe County's Negotiation Team arrived on sight to engage the shooter in communication. The scenario ended around 6:15 p.m. and all participants did a debriefing at the Chapel of the Prodigal. It was determined that if this scenario occurred, Texas Road Bridge could have been useful. (Lookout Road would have been closed, possibly for a day and a half, reference the investigation.)
- On 04/08/2016, MPD received a thank you for a spot check on Assembly Drive.
- On 04/11/2016, MPD received a thank you for a house check on Greybeard Road.

- On 04/16/2016, MPD located a suspicious vehicle on Calvin Trail blocking the gate at the camp ground, the subjects were located trying to setup a campsite. They were advised that the camp was closed and they moved on.
- On 04/25/2016, a brushfire on Nesbitt Lane was called into BMFD, a subject was grinding on a bear box and did not realize he had caught the woods on fire. He attempted to put the fire out and was injured. Thanks to the quick response of BMFD the fire was contained to about the size of a house, the subject was transported to the hospital.
- On 04/27/2016, MPD was called about a 3 foot, 13 button rattlesnake on Suwannee. Thanks to MRA Ranger Jason we were able to relocate the snake. Also on this date MPD located a lost hiker up on Appalachian and escorted him back to Greybeard.

Note: The MPD would like to thank the Water, Street and Sanitation Departments during the high wind activity. We could not operate without them. Also, MPD extends our thanks to our neighbors at the BMFD and BMPD for their assistance during the high wind incident. We are truly blessed that we have so many great agencies that care during such incidents.

Note: MPD would like to thank Montreat College, Montreat Campus Police, BMPD, BCSD, DHHR, and Buncombe County EMS for their participation in this first ever scenario based active shooter at Montreat College. It was a great learning experience for all and hopefully we will continue these types of scenarios in our Town.

**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balances**  
For the Period Ended March, 2016

	FYE 2016 Budgeted	Previously Reported	Current Month	FYE 2016 YTD Actual	FYE 15 Comparison YTD Actual	FYE 2016 Remaining Budget	Actual to Budget %	Statement Period	Variance	3/31/15
								<b>9</b>		
<b>Revenues:</b>										
Ad valorem taxes	\$ 952,500.00	\$ 877,150.64	\$ -	\$ 877,150.64	\$ 938,347.41	\$ 75,349.36				
Other taxes and licenses	\$ 357,400.00	\$ 205,141.38	\$ 39,111.69	\$ 244,253.07	\$ 224,717.01	\$ 113,146.93				
Unrestricted intergovernmental	\$ 60,500.00	\$ 28,672.90	\$ 21,652.72	\$ 50,325.62	\$ 47,417.15	\$ 10,174.38				
Permits and Fees	\$ 46,000.00	\$ 29,554.01	\$ 1,162.00	\$ 30,716.01	\$ 22,652.63	\$ 15,283.99				
Community Service Fee	\$ 50,000.00	\$ 45,558.00	\$ -	\$ 45,558.00	\$ 41,075.00	\$ 4,442.00				
Sales and Services	\$ 13,000.00	\$ 6,430.67	\$ 119.00	\$ 6,549.67	\$ 6,418.37	\$ 6,450.33				
Investment earnings	\$ 2,200.00	\$ 817.24	\$ 210.44	\$ 1,027.68	\$ 702.64	\$ 1,172.32				
Other revenues	\$ 23,718.00	\$ 11,756.69	\$ 26,023.91	\$ 37,780.60	\$ 768.28	\$ (14,062.60)				
Subtotal - Normal Operating	\$ 1,505,318.00	\$ 1,205,081.53	\$ 88,279.76	\$ 1,293,361.29	\$ 1,282,098.49	\$ 211,956.71	85.92%	75.00%	<b>10.92%</b>	<b>11.47%</b>
<i>Restricted intergovernmental</i>	<i>\$ 740,000.00</i>	<i>\$ 156,087.96</i>	<i>\$ -</i>	<i>\$ 156,087.96</i>	<i>\$ 58,093.30</i>	<i>\$ 583,912.04</i>				
<i>Contributions - Landcare</i>	<i>\$ 10,000.00</i>	<i>\$ 14,100.00</i>	<i>\$ -</i>	<i>\$ 14,100.00</i>	<i>\$ -</i>	<i>\$ (4,100.00)</i>				
<i>Contributions - Open Space</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ -</i>				
Total Revenues	<b>2,255,318.00</b>	<b>1,375,269.49</b>	<b>88,279.76</b>	<b>1,463,549.25</b>	<b>\$ 1,340,191.79</b>	<b>791,768.75</b>	64.89%	75.00%	<b>-10.11%</b>	<b>-17.62%</b>
<b>Expenditures:</b>										
Governing Body	\$ 104,700.00	\$ 59,207.22	\$ 1,247.54	\$ 60,454.76	\$ 40,868.76	\$ 44,245.24	57.74%	75.00%	<b>17.26%</b>	<b>14.83%</b>
Administration	\$ 282,800.00	\$ 181,812.69	\$ 15,017.94	\$ 196,830.63	\$ 210,485.81	\$ 85,969.37	69.60%	75.00%	<b>5.40%</b>	<b>-0.36%</b>
Public Buildings	\$ 139,950.00	\$ 37,192.39	\$ 7,703.82	\$ 44,896.21	\$ 188,082.27	\$ 95,053.79	32.08%	75.00%	<b>42.92%</b>	<b>-8.20%</b>
Police	\$ 378,943.00	\$ 258,763.27	\$ 24,972.62	\$ 283,735.89	\$ 260,473.53	\$ 95,207.11	74.88%	75.00%	<b>0.12%</b>	<b>6.97%</b>
Building & Zoning	\$ 82,200.00	\$ 52,804.65	\$ 6,150.49	\$ 58,955.14	\$ 52,602.71	\$ 23,244.86	71.72%	75.00%	<b>3.28%</b>	<b>5.69%</b>
Public Works	\$ 86,100.00	\$ 50,025.41	\$ 3,737.65	\$ 53,763.06	\$ 50,142.36	\$ 32,336.94	62.44%	75.00%	<b>12.56%</b>	<b>7.04%</b>
Streets	\$ 1,271,400.00	\$ 195,442.44	\$ 11,246.98	\$ 206,689.42	\$ 400,188.43	\$ 1,064,710.58	16.26%	75.00%	<b>58.74%</b>	<b>47.34%</b>
Powell Bill	\$ 56,000.00	\$ 5,324.35	\$ 1,454.55	\$ 6,778.90	\$ 5,599.74	\$ 49,221.10	12.11%	75.00%	<b>62.89%</b>	<b>62.13%</b>
Sanitation	\$ 113,600.00	\$ 68,729.68	\$ 6,587.41	\$ 75,317.09	\$ 69,393.11	\$ 38,282.91	66.30%	75.00%	<b>8.70%</b>	<b>2.68%</b>
Env/Cons/Rec	\$ 28,500.00	\$ 9,321.14	\$ 1,070.88	\$ 10,392.02	\$ 90.05	\$ 18,107.98	36.46%	75.00%	<b>38.54%</b>	<b>73.94%</b>
Total expenditures	<b>2,544,193.00</b>	<b>\$ 918,623.24</b>	<b>\$ 79,189.88</b>	<b>\$ 997,813.12</b>	<b>\$ 1,277,926.77</b>	<b>\$ 1,546,379.88</b>	39.22%	75.00%	<b>35.78%</b>	<b>27.68%</b>
<b>Revenues over expenditures</b>	<b>(288,875.00)</b>	<b>\$ 456,646.25</b>	<b>\$ 9,089.88</b>	<b>\$ 465,736.13</b>	<b>\$ 62,265.02</b>	<b>\$ (754,611.13)</b>				
Other financing sources (uses):										
Transfer to/from Water Fund		\$ -	\$ -	\$ -	\$ -	\$ -				
Fund Balance Appropriated:	\$ 288,875.00	\$ -	\$ -	\$ -	\$ -	\$ 288,875.00				
Total other financing source	<b>\$ 288,875.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 288,875.00</b>				
Revenues and other sources over expenditures and other uses	<b>\$ -</b>	<b>\$ 456,646.25</b>	<b>\$ 9,089.88</b>	<b>\$ 465,736.13</b>	<b>\$ 62,265.02</b>	<b>\$ (465,736.13)</b>				
<b>Expenditure Recap:</b>										
Salaries & Benefits	\$ 922,400.00	\$ 615,591.57	\$ 69,858.71	\$ 685,450.28	\$ 658,609.14	\$ 236,949.72				
Other Operating	\$ 405,318.00	\$ 236,478.90	\$ 1,162.51	\$ 237,641.41	\$ 207,630.12	\$ 167,676.59				
<i>CIP/Grant Projects</i>	<i>\$ 1,216,475.00</i>	<i>\$ 66,552.77</i>	<i>\$ 8,168.66</i>	<i>\$ 74,721.43</i>	<i>\$ 411,687.51</i>	<i>\$ 1,141,753.57</i>				
Total Expenditures	<b>\$ 2,544,193.00</b>	<b>\$ 918,623.24</b>	<b>\$ 79,189.88</b>	<b>\$ 997,813.12</b>	<b>\$ 1,277,926.77</b>	<b>\$ 1,546,379.88</b>				

**Water Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balances**  
For the Period Ended March, 2016

	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 9	Variance	3/31/15
<b>Revenues:</b>										
Ad valorem taxes			\$ -			\$ -				
Other taxes and licenses	\$ -	\$ 133,764.64	\$ -	\$ 133,764.64		\$ (133,764.64)				
MRA Comm Svc Fee	\$ -		\$ -			\$ -				
Permits and Fees			\$ -			\$ -				
Sales and Services	\$ 300,000.00	\$ 197,568.17	\$ 22,173.44	\$ 219,741.61	\$ 213,403.23	\$ 80,258.39				
Investment earnings	\$ 500.00	\$ 71.91	\$ 20.40	\$ 92.31	\$ 55.99	\$ 407.69				
Other revenues	\$ 26,500.00	\$ 21,810.13	\$ 493.54	\$ 22,303.67	\$ 28,553.56	\$ 4,196.33				
Subtotal - Normal Operating	\$ 327,000.00	\$ 353,214.85	\$ 22,687.38	\$ 375,902.23	\$ 242,012.78	\$ (48,902.23)				
Restricted intergovernmental			\$ -			\$ -				
Total revenues	\$ 327,000.00	\$ 353,214.85	\$ 22,687.38	\$ 375,902.23	\$ 242,012.78	\$ (48,902.23)	114.95%	75.00%	39.95%	-30.10%
<b>Expenditures:</b>										
Water Department	\$ 327,000.00	\$ 82,136.06	\$ 25,704.10	\$ 107,840.16	\$ 117,370.95	\$ 219,159.84	32.98%	75.00%	42.02%	53.22%
Total expenditures	\$ 327,000.00	\$ 82,136.06	\$ 25,704.10	\$ 107,840.16	\$ 117,370.95	\$ 219,159.84	32.98%	75.00%	42.02%	53.22%
<b>Revenues over expenditures</b>	\$ -	\$ 271,078.79	\$ (3,016.72)	\$ 268,062.07	\$ 124,641.83	\$ (268,062.07)				
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	\$ -	\$ 271,078.79	\$ (3,016.72)	\$ 268,062.07	\$ 124,641.83	\$ (268,062.07)				
<b>Expenditure Recap:</b>										
Salaries & Benefits	\$ -	\$ -	\$ -	\$ -		\$ -				
Other Operating	\$ 327,000.00	\$ 82,136.06	\$ 25,704.10	\$ 107,840.16	\$ 107,501.15	\$ 219,159.84				
CIP/Grant Projects		\$ -	\$ -	\$ -	\$ 9,869.80	\$ -				
Total Expenditures	\$ 327,000.00	\$ 82,136.06	\$ 25,704.10	\$ 107,840.16	\$ 117,370.95	\$ 219,159.84				



04/29/16  
17:42:38

Fiscal Year: 2016  
Fiscal Month Range: 9-9

**TOWN OF MONTREAT**  
**Revenue Statement**  
Period Ending: March 31, 2016  
**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	0.00	2,726.64	-2,226.64	545.32
CY AD VALOREM TAXES	10-00-3005-100	952,000.00	0.00	874,424.00	77,576.00	91.85
TAX INTEREST & PENALTIES	10-00-3050-100	1,000.00	0.00	1,226.45	-226.45	122.64
LOCAL SALES TAX	10-00-3065-100	345,000.00	39,111.69	235,421.88	109,578.12	68.23
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	11,300.00	0.00	7,604.74	3,695.26	67.29
UTILITIES FRANCHISE TAX	10-00-3205-200	55,000.00	21,652.72	50,085.86	4,914.14	91.06
WINE & BEER TAX	10-00-3220-200	3,000.00	0.00	0.00	3,000.00	0.00
SOLID WASTE DISPOSAL TAX	10-00-3235-200	500.00	0.00	239.76	260.24	47.95
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	0.00	1,685.58	1,314.42	56.18
GRANT PROCEEDS - FEDERAL	10-10-3310-300	700,000.00	0.00	0.00	700,000.00	0.00
POWELL BILL	10-20-3325-300	40,000.00	0.00	40,141.21	-141.21	100.35
CONTRIBUTIONS - LANDCARE	10-80-3330-340	10,000.00	0.00	100.00	9,900.00	1.00
GRANT PROCEEDS - NC	10-10-3340-300	0.00	0.00	104,430.75	-104,430.75	0.00
GRANT PROCEEDS-NC-PARTF GREEN	10-80-3340-451	0.00	0.00	11,516.00	-11,516.00	0.00
Landcare - Grants - Hemlock	10-80-3340-452	10,000.00	0.00	14,000.00	-4,000.00	140.00
GRANT PROCEEDS - NCDPS/FEMA 2	10-10-3341-013	0.00	26,023.91	26,023.91	-26,023.91	0.00
COURT COSTS - ARREST FEES & F	10-10-3405-400	200.00	0.00	15.00	185.00	7.50
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	1,162.00	30,701.01	14,298.99	68.22
SANITATION FEES	10-10-3435-400	10,000.00	119.00	4,864.09	5,135.91	48.64
COMMUNITY SERVICE FEE	10-00-3550-800	50,000.00	0.00	45,558.00	4,442.00	91.11
INTEREST ON INVESTMENTS	10-00-3800-800	2,000.00	193.58	880.95	1,119.05	44.04
INTEREST INVESTMNT-POWELL BIL	10-00-3805-800	200.00	16.86	146.73	53.27	73.36
MISC REVENUE	10-00-3815-800	1,000.00	0.00	238.12	761.88	23.81
SALE OF FIXED ASSETS	10-00-3820-800	1,000.00	0.00	0.00	1,000.00	0.00
INSURANCE RECOVERY PROCEEDS	10-00-3850-800	10,018.57	0.00	10,018.57	-0.57	100.00
FUND BALANCE APPROPRIATED	10-00-3905-900	273,075.00	0.00	0.00	273,075.00	0.00

04/29/16  
17:42:38

Fiscal Year: 2016  
Fiscal Month Range: 9-9

**TOWN OF MONTREAT**  
**Revenue Statement**  
Period Ending: March 31, 2016  
**10 GENERAL FUND**

Selected Department    *Page 2*  
(ALL) All Departments

Account Description	Account Number	Estimated Revenue	Activity This Period	Revenue To Date	Uncollected To Date	Percent Collected %
POWELL BILL FUND BALANCE APP.	10-20-3925-900	15,800.00	0.00	0.00	15,800.00	0.00
TOTAL FUND REVENUE:		2,544,193.00	88,279.76	1,463,549.25	1,080,643.75	57.52

04/29/16  
17:42:17  
(D)

Fiscal Year: 2016  
Fiscal Month Range: 9-9

TOWN OF MONTREAT  
**Encumbrances & Expenditure Statement**  
Period Ending: March 31, 2016  
**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	79,700.00	4,600.00	61,221.97	0.00	18,478.03	76.81
FICA EXPENSE	10-00-4100-050	800.00	0.00	374.88	0.00	425.12	46.86
TRAVEL & TRAINING	10-00-4100-140	600.00	0.00	2,230.00	0.00	-1,630.00	371.66
ADVERTISING	10-00-4100-260	6,900.00	0.00	0.00	0.00	6,900.00	0.00
DEPARTMENT SUPPLIES	10-00-4100-330	2,500.00	50.34	1,591.31	0.00	908.69	63.65
SALARY CONTINGENCY	10-00-4100-332	13,000.00	0.00	0.00	0.00	13,000.00	0.00
CONTRACT SERVICES	10-00-4100-450	4,500.00	0.00	0.00	0.00	4,500.00	0.00
INDIRECT COST ALLOCATI	10-00-4100-480	-13,600.00	-3,402.80	-10,208.40	0.00	-3,391.60	75.06
CONTRIBUTIONS	10-00-4100-520	500.00	0.00	345.00	0.00	155.00	69.00
TOTAL DEPT: (4100) GOVERNING BODY		104,700.00	1,247.54	60,454.76	0.00	44,245.24	57.74

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**TOWN OF MONTREAL**  
**Encumbrances & Expenditure Statement**  
Period Ending: March 31, 2016  
**10 GENERAL FUND**

Selected Department      Page 2  
(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	181,100.00	13,680.92	120,988.40	0.00	60,111.60	66.80
FICA EXPENSE	10-00-4200-050	13,900.00	1,054.26	9,326.17	0.00	4,573.83	67.09
GROUP INSURANCE	10-00-4200-060	26,500.00	2,208.47	17,382.57	0.00	9,117.43	65.59
RETIREMENT EXPENSE	10-00-4200-070	23,400.00	1,622.03	14,011.34	0.00	9,388.66	59.87
POSTAGE	10-00-4200-100	2,200.00	420.00	877.62	0.00	1,322.38	39.89
TELEPHONE	10-00-4200-110	4,000.00	461.19	4,467.14	0.00	-467.14	111.67
TRAVEL & TRAINING	10-00-4200-140	3,400.00	670.08	2,511.99	0.00	888.01	73.88
M & R EQUIPMENT	10-00-4200-160	24,400.00	912.50	19,612.55	0.00	4,787.45	80.37
ADVERTISING	10-00-4200-260	1,800.00	211.11	1,694.88	0.00	105.12	94.16
OFFICE EXPENSE	10-00-4200-320	3,000.00	297.33	1,734.10	0.00	1,265.90	57.80
OFFICE EQUIPMENT	10-00-4200-330	1,000.00	0.00	215.00	0.00	785.00	21.50
BANK SERVICE CHARGE EX	10-00-4200-340	1,400.00	84.95	1,683.70	0.00	-283.70	120.26
CONTRACT SERVICES	10-00-4200-450	19,500.00	0.00	19,057.87	0.00	442.13	97.73
INDIRECT COST ALLOCATI	10-00-4200-480	-26,400.00	-6,604.90	-19,814.70	0.00	-6,585.30	75.05
DUES & SUBSCRIPTIONS	10-00-4200-530	3,100.00	0.00	3,082.00	0.00	18.00	99.41
SUPERVISOR'S EXPENSE	10-00-4200-550	500.00	0.00	0.00	0.00	500.00	0.00
TOTAL DEPT: (4200) ADMINISTRATION		282,800.00	15,017.94	196,830.63	0.00	85,969.37	69.60

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TOWN OF MONTREAT  
**Encumbrances & Expenditure Statement**  
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**10 GENERAL FUND**

Selected Department Page 3  
(ALL) All Departments

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	3,500.00	131.24	1,807.89	0.00	1,692.11	51.65
M & R BUILDINGS & GROU	10-00-5000-150	2,500.00	223.97	1,024.85	0.00	1,475.15	40.99
M & R EQUIPMENT	10-00-5000-160	5,200.00	1,029.21	2,715.50	0.00	2,484.50	52.22
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	-5,200.00	-1,305.60	-3,916.80	0.00	-1,283.20	75.32
INSURANCE	10-00-5000-540	36,100.00	0.00	35,639.77	0.00	460.23	98.72
CAPITAL OUTLAY	10-00-5000-730	97,650.00	7,625.00	7,625.00	0.00	90,025.00	7.80
TOTAL DEPT: (5000) PUBLIC BUILDINGS		139,950.00	7,703.82	44,896.21	0.00	95,053.79	32.08

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**TOWN OF MONTREAT**  
**Encumbrances & Expenditure Statement**  
 Period Ending: March 31, 2016  
**10 GENERAL FUND**

Selected Department Page 4  
 (ALL) All Departments

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	228,000.00	17,267.15	178,181.13	0.00	49,818.87	78.15
FICA EXPENSE	10-10-5100-050	17,500.00	1,312.59	13,565.91	0.00	3,934.09	77.51
GROUP INSURANCE	10-10-5100-060	39,700.00	3,598.64	36,331.21	0.00	3,368.79	91.51
RETIREMENT EXPENSE	10-10-5100-070	28,500.00	2,009.68	20,182.91	0.00	8,317.09	70.81
TELEPHONE	10-10-5100-110	2,000.00	185.22	1,533.42	0.00	466.58	76.67
TRAVEL & TRAINING	10-10-5100-140	500.00	0.00	219.80	0.00	280.20	43.96
M & R EQUIPMENT	10-10-5100-160	4,000.00	0.00	2,107.47	0.00	1,892.53	52.68
M & R AUTO	10-10-5100-170	14,018.00	254.23	11,597.22	0.00	2,420.78	82.73
PUBLIC ED - SAFETY SAT	10-10-5100-234	500.00	0.00	140.00	0.00	360.00	28.00
AUTO SUPPLIES (GAS, OI	10-10-5100-310	16,500.00	312.62	4,923.62	0.00	11,576.38	29.84
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	2,100.00	0.00	695.22	0.00	1,404.78	33.10
UNIFORMS	10-10-5100-360	1,700.00	32.49	678.36	0.00	1,021.64	39.90
DUES & SUBSCRIPTIONS	10-10-5100-530	300.00	0.00	0.00	0.00	300.00	0.00
CAPITAL OUTLAY	10-10-5100-730	3,425.00	0.00	4,079.62	0.00	-654.62	119.11
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		378,943.00	24,972.62	283,735.89	0.00	95,207.11	74.87

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**10 GENERAL FUND**

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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 (5400) BUILDING & ZONING							
SALARIES & WAGES	10-10-5400-020	49,800.00	3,773.18	38,394.81	0.00	11,405.19	77.09
FICA EXPENSE	10-10-5400-050	3,900.00	288.66	2,940.18	0.00	959.82	75.38
GROUP INSURANCE	10-10-5400-060	9,100.00	719.72	7,579.91	0.00	1,520.09	83.29
RETIREMENT EXPENSE	10-10-5400-070	6,100.00	444.10	4,430.28	0.00	1,669.72	72.62
TELEPHONE	10-10-5400-110	800.00	43.77	393.74	0.00	406.26	49.21
TRAVEL & TRAINING	10-10-5400-140	2,500.00	36.88	1,735.23	0.00	764.77	69.40
M & R EQUIPMENT	10-10-5400-160	4,700.00	0.00	0.00	0.00	4,700.00	0.00
M&R AUTO	10-10-5400-170	700.00	258.03	583.06	0.00	116.94	83.29
AUTO SUPPLIES	10-10-5400-310	1,100.00	38.97	912.51	0.00	187.49	82.95
DEPARTMENT SUPPLIES	10-10-5400-330	800.00	322.18	603.42	0.00	196.58	75.42
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	52.00	0.00	198.00	20.80
CONTRACT SERVICES - BU	10-10-5400-450	1,250.00	50.00	575.00	0.00	675.00	46.00
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	755.00	0.00	-55.00	107.85
TOTAL DEPT: (5400) BUILDING & ZONING		82,200.00	6,150.49	58,955.14	0.00	23,244.86	71.72

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**TOWN OF MONTREAT**  
**Encumbrances & Expenditure Statement**  
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**10 GENERAL FUND**

Selected Department      Page 6  
(ALL) All Departments

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	53,800.00	4,016.40	41,624.63	0.00	12,175.37	77.36
FICA EXPENSE	10-20-5550-050	4,200.00	307.26	3,187.46	0.00	1,012.54	75.89
GROUP HEALTH INSURANCE	10-20-5550-060	9,100.00	719.72	7,362.79	0.00	1,737.21	80.91
RETIREMENT EXPENSE	10-20-5550-070	6,500.00	472.74	4,804.79	0.00	1,695.21	73.92
TELEPHONE	10-20-5550-110	700.00	0.00	0.00	0.00	700.00	0.00
TRAVEL & TRAINING	10-20-5550-140	200.00	0.00	0.00	0.00	200.00	0.00
M&R TRUCKS	10-20-5550-170	500.00	0.00	203.29	0.00	296.71	40.65
AUTO SUPPLIES	10-20-5550-310	3,800.00	105.85	2,018.58	0.00	1,781.42	53.12
DEPARTMENTAL SUPPLIES	10-20-5550-330	2,000.00	102.98	270.48	0.00	1,729.52	13.52
UNIFORMS	10-20-5550-360	500.00	0.00	252.94	0.00	247.06	50.58
STORMWATER PROGRAM	10-20-5550-370	4,500.00	0.00	0.00	0.00	4,500.00	0.00
INDIRECT COST ALLOCATI	10-20-5550-480	-8,000.00	-1,987.30	-5,961.90	0.00	-2,038.10	74.52
CAPITAL OUTLAY	10-20-5550-730	8,300.00	0.00	0.00	0.00	8,300.00	0.00
TOTAL DEPT: (5550) PUBLIC WORKS		86,100.00	3,737.65	53,763.06	0.00	32,336.94	62.44



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**TOWN OF MONTREAL**  
**Encumbrances & Expenditure Statement**  
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**10 GENERAL FUND**

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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 (5600) STREET DEPARTMENT							
SALARIES & WAGES	10-20-5600-020	109,100.00	8,989.46	84,447.77	0.00	24,652.23	77.40
FICA EXPENSE	10-20-5600-050	8,400.00	687.70	6,460.50	0.00	1,939.50	76.91
GROUP INSURANCE	10-20-5600-060	18,800.00	2,159.19	21,380.25	0.00	-2,580.25	113.72
RETIREMENT EXPENSE	10-20-5600-070	13,200.00	858.11	9,622.12	0.00	3,577.88	72.89
TRAVEL & TRAINING	10-20-5600-140	1,800.00	0.00	2,012.20	0.00	-212.20	111.78
M & R EQUIPMENT	10-20-5600-160	2,000.00	68.56	967.07	0.00	1,032.93	48.35
M & R TRUCKS	10-20-5600-170	3,500.00	57.80	3,270.89	0.00	229.11	93.45
AUTO SUPPLIES (GAS, OI	10-20-5600-310	9,500.00	245.05	4,051.83	0.00	5,448.17	42.65
DEPARTMENT SUPPLIES -	10-20-5600-330	5,500.00	563.55	3,822.40	0.00	1,677.60	69.49
UNIFORMS	10-20-5600-360	2,000.00	0.00	1,468.21	0.00	531.79	73.41
CONTRACT SERVICE	10-20-5600-450	14,000.00	0.00	2,798.00	0.00	11,202.00	19.98
INDIRECT COST ALLOCATI	10-20-5600-480	-23,200.00	-5,799.60	-17,398.80	0.00	-5,801.20	74.99
CAPITAL OUTLAY	10-20-5600-730	1,077,800.00	543.66	63,016.81	0.00	1,014,783.19	5.84
STREET LIGHTING	10-20-5600-740	23,500.00	1,718.60	17,305.47	0.00	6,194.53	73.64
DEBT PAYMENT	10-20-5600-900	0.00	1,154.90	3,464.70	0.00	-3,464.70	0.00
TOTAL DEPT: (5600) STREET DEPARTMENT		1,265,900.00	11,246.98	206,689.42	0.00	1,059,210.58	16.32

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**Encumbrances & Expenditure Statement**  
Period Ending: March 31, 2016  
**10 GENERAL FUND**

Selected Department    *Page 8*  
(ALL) All Departments

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (5700) POWELL BILL							
NEW BRIDGE/CULVERT	10-20-5700-740	3,000.00	0.00	1,855.00	0.00	1,145.00	61.83
ROAD MAINTENANCE	10-20-5700-750	4,000.00	1,405.71	2,492.06	0.00	1,507.94	62.30
SIGNS/PAINTING	10-20-5700-755	17,000.00	48.84	58.82	0.00	16,941.18	0.34
PATCHING	10-20-5700-760	4,000.00	0.00	588.22	0.00	3,411.78	14.70
SURVEYS/MAPS	10-20-5700-765	2,000.00	0.00	1,000.00	0.00	1,000.00	50.00
REPAVING/WIDENING	10-20-5700-770	24,000.00	0.00	0.00	0.00	24,000.00	0.00
SNOW REMOVAL	10-20-5700-775	2,000.00	0.00	784.80	0.00	1,215.20	39.24
TOTAL DEPT: (5700) POWELL BILL		56,000.00	1,454.55	6,778.90	0.00	49,221.10	12.10

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**TOWN OF MONTREAT**  
**Encumbrances & Expenditure Statement**  
Period Ending: March 31, 2016  
**10 GENERAL FUND**

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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 (5800) SANITATION							
SALARIES AND WAGES	10-30-5800-020	41,800.00	2,469.44	25,470.19	0.00	16,329.81	60.93
CONTRACT SERVICES	10-30-5800-040	15,000.00	882.00	11,580.00	0.00	3,420.00	77.20
FICA EXPENSE	10-30-5800-050	3,300.00	188.91	1,948.47	0.00	1,351.53	59.04
GROUP HEALTH INSURANCE	10-30-5800-060	12,100.00	719.72	7,611.81	0.00	4,488.19	62.90
RETIREMENT - LOCAL GOV	10-30-5800-070	4,000.00	290.66	2,939.80	0.00	1,060.20	73.49
TELEPHONE	10-30-5800-110	750.00	45.17	395.14	0.00	354.86	52.68
UTILITIES	10-30-5800-130	500.00	46.59	385.67	0.00	114.33	77.13
M & R EQUIPMENT	10-30-5800-160	400.00	0.00	0.00	0.00	400.00	0.00
M & R - TRUCKS	10-30-5800-170	7,000.00	236.50	6,080.83	0.00	919.17	86.86
AUTO SUPPLIES	10-30-5800-310	5,000.00	45.81	2,436.16	0.00	2,563.84	48.72
SUPPLIES/TOOLS	10-30-5800-330	4,000.00	131.25	533.06	0.00	3,466.94	13.32
UNIFORMS	10-30-5800-360	750.00	0.00	199.95	0.00	550.05	26.66
CONTRACT - DUMPSTER SE	10-30-5800-451	12,500.00	1,141.78	8,719.56	0.00	3,780.44	69.75
TIPPING FEES	10-30-5800-550	12,000.00	389.58	7,016.45	0.00	4,983.55	58.47
TOTAL DEPT: (5800) SANITATION		119,100.00	6,587.41	75,317.09	0.00	43,782.91	63.23

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TOWN OF MONTREAT  
**Encumbrances & Expenditure Statement**  
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**10 GENERAL FUND**

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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 (6190) ENVIRONMENT, CONSERVATION & RECREATION							
LANDCARE	10-80-6190-340	21,000.00	89.88	495.05	0.00	20,504.95	2.35
TOTAL DEPT: (6190) ENVIRONMENT, CONSERVATION & REC		21,000.00	89.88	495.05	0.00	20,504.95	2.35

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## TOWN OF MONTREAT

## Encumbrances &amp; Expenditure Statement

Period Ending: March 31, 2016

Selected Department

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(ALL) All Departments

## 10 GENERAL FUND

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (00000)							
Landcare - Hemlocks	10-80-6190-452	0.00	981.00	9,896.97	0.00	-9,896.97	0.00
TOTAL DEPT: (00000)		0.00	981.00	9,896.97	0.00	-9,896.97	

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**10 GENERAL FUND**

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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 (6190) ENVIRONMENT, CONSERVATION & RECREATION							
OPEN SPACE CONSERVATIO	10-80-6190-710	5,000.00	0.00	0.00	0.00	5,000.00	0.00
CAPITAL OUTLAY	10-80-6190-730	2,500.00	0.00	0.00	0.00	2,500.00	0.00
TOTAL DEPT: (6190) ENVIRONMENT, CONSERVATION & REC		7,500.00	0.00	0.00	0.00	7,500.00	0.00
TOTAL FUND: (10) GENERAL FUND		2,544,193.00	79,189.88	997,813.12	0.00	1,546,379.88	39.21

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**TOWN OF MONTREAT**  
**Revenue Statement**  
Period Ending: March 31, 2016  
**30 WATER FUND**

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Account Description	Account Number	Estimated Revenue	Activity This Period	Revenue To Date	Uncollected Percent To Date	Collected %
MSD BILLING FEES REVENUE	30-91-3400-400	20,000.00	0.00	13,938.32	6,061.68	69.69
WATER SALES	30-91-3500-500	140,000.00	8,441.44	96,357.72	43,642.28	68.82
WATER ACCESS FEES	30-91-3500-600	160,000.00	13,732.00	123,383.89	36,616.11	77.11
BILLING FEE REVENUE	30-91-3500-800	1,000.00	97.22	821.02	178.98	82.10
WATER TAPS	30-91-3505-500	2,000.00	50.00	900.00	1,100.00	45.00
WATER TRANSFER FEES	30-91-3505-700	1,000.00	25.00	650.00	350.00	65.00
SERVICE CHARGE REVENUE	30-91-3515-500	0.00	-25.00	-25.00	25.00	0.00
SPECIAL ASSESSMENTS REVENUE	30-91-3610-600	0.00	0.00	133,764.64	-133,764.64	0.00
INTEREST ON INVESTMENTS	30-91-3805-800	500.00	20.40	92.31	407.69	18.46
MISC REVENUE	30-91-3810-800	500.00	0.00	0.00	500.00	0.00
INSURANCE REIMBURSEMENT	30-91-3810-900	0.00	0.00	3,075.00	-3,075.00	0.00
LATE FEES	30-91-3815-800	2,000.00	528.79	2,963.63	-963.63	148.18
CASH OVER/ CASH SHORT	30-91-3825-800	0.00	-182.47	-19.30	19.30	0.00
TOTAL FUND REVENUE:		327,000.00	22,687.38	375,902.23	-48,902.23	114.95
TOTAL REVENUE:		2,871,193.00	110,967.14	1,839,451.48	1,031,741.52	64.06%

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Fiscal Year: 2016  
Fiscal Month Range: 9-9

TOWN OF MONTREAT  
**Encumbrances & Expenditure Statement**  
Period Ending: March 31, 2016  
**30 WATER FUND**

Selected Department Page 13  
(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	138.00	676.00	0.00	7,824.00	7.95
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	198.83	1,789.47	0.00	1,210.53	59.64
TELEPHONE	30-91-8100-110	2,500.00	167.75	1,378.84	0.00	1,121.16	55.15
UTILITIES	30-91-8100-130	30,000.00	3,549.43	23,209.19	0.00	6,790.81	77.36
TRAVEL & TRAINING	30-91-8100-140	2,000.00	549.00	779.00	0.00	1,221.00	38.95
M & R WELLS	30-91-8100-150	28,000.00	0.00	8,315.84	0.00	19,684.16	29.69
M & R EQUIPMENT	30-91-8100-160	10,000.00	1,680.60	6,076.11	0.00	3,923.89	60.76
AUTO SUPPLIES	30-91-8100-310	5,500.00	231.76	1,799.31	0.00	3,700.69	32.71
DEPARTMENT SUPPLIES	30-91-8100-330	2,500.00	88.53	1,506.95	0.00	993.05	60.27
SPECIAL ASSESSMENTS EX	30-91-8100-340	0.00	0.00	1,250.00	0.00	-1,250.00	0.00
INDIRECT COST ALLOCATI	30-91-8100-480	76,400.00	19,100.20	57,300.60	0.00	19,099.40	75.00
DUES & SUBSCRIPTIONS	30-91-8100-530	2,000.00	0.00	1,286.17	0.00	713.83	64.30
CAPITAL OUTLAY	30-91-8100-730	71,900.00	0.00	0.00	0.00	71,900.00	0.00
DEBT PAYMENT	30-91-8100-900	84,200.00	0.00	2,472.68	0.00	81,727.32	2.93
TOTAL DEPT: (8100) WATER DEPARTMENT		327,000.00	25,704.10	107,840.16	0.00	219,159.84	32.97
TOTAL FUND: (30) WATER FUND		327,000.00	25,704.10	107,840.16	0.00	219,159.84	32.97
TOTAL EXPENDITURES		2,871,193.00	104,893.98	1,105,653.28	0.00	1,765,539.72	38.50



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**TOWN OF MONTREAT**  
**Revenue Statement**  
Period Ending: April 30, 2016  
**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	968.45	3,695.09	-3,195.09	739.01
CY AD VALOREM TAXES	10-00-3005-100	952,000.00	60,069.33	934,493.33	17,506.67	98.16
TAX INTEREST & PENALTIES	10-00-3050-100	1,000.00	608.18	1,834.63	-834.63	183.46
LOCAL SALES TAX	10-00-3065-100	345,000.00	0.00	235,421.88	109,578.12	68.23
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	11,300.00	2,452.01	10,056.75	1,243.25	88.99
UTILITIES FRANCHISE TAX	10-00-3205-200	55,000.00	0.00	50,085.86	4,914.14	91.06
WINE & BEER TAX	10-00-3220-200	3,000.00	0.00	0.00	3,000.00	0.00
SOLID WASTE DISPOSAL TAX	10-00-3235-200	500.00	0.00	239.76	260.24	47.95
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	0.00	1,685.58	1,314.42	56.18
GRANT PROCEEDS - FEDERAL	10-10-3310-300	700,000.00	0.00	0.00	700,000.00	0.00
POWELL BILL	10-20-3325-300	40,000.00	0.00	40,141.21	-141.21	100.35
CONTRIBUTIONS - LANDCARE	10-80-3330-340	10,000.00	0.00	100.00	9,900.00	1.00
CONTRIBUTIONS - Voluntary Rec	10-00-3330-341	0.00	1,000.00	1,000.00	-1,000.00	0.00
GRANT PROCEEDS - NC	10-10-3340-300	0.00	0.00	104,430.75	-104,430.75	0.00
GRANT PROCEEDS-NC-PARTF GREEN	10-80-3340-451	0.00	0.00	11,516.00	-11,516.00	0.00
Landcare - Grants - Hemlock	10-80-3340-452	10,000.00	0.00	14,000.00	-4,000.00	140.00
GRANT PROCEEDS - NCDPS/FEMA 2	10-10-3341-013	0.00	0.00	26,023.91	-26,023.91	0.00
COURT COSTS - ARREST FEES & F	10-10-3405-400	200.00	1.87	16.87	183.13	8.43
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	1,268.20	31,969.21	13,030.79	71.04
SANITATION FEES	10-10-3435-400	10,000.00	181.00	5,045.09	4,954.91	50.45
COMMUNITY SERVICE FEE	10-00-3550-800	50,000.00	0.00	45,558.00	4,442.00	91.11
INTEREST ON INVESTMENTS	10-00-3800-800	2,000.00	0.00	880.95	1,119.05	44.04
INTEREST INVESTMNT-POWELL BIL	10-00-3805-800	200.00	0.00	146.73	53.27	73.36
MISC REVENUE	10-00-3815-800	1,000.00	0.00	238.12	761.88	23.81
SALE OF FIXED ASSETS	10-00-3820-800	1,000.00	0.00	0.00	1,000.00	0.00
INSURANCE RECOVERY PROCEEDS	10-00-3850-800	10,018.00	0.00	10,018.57	-0.57	100.00

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**TOWN OF MONTREAT**  
**Revenue Statement**  
Period Ending: April 30, 2016  
**10 GENERAL FUND**

Selected Department *Page 2*  
(ALL) All Departments

Account Description	Account Number	Estimated Revenue	Activity This Period	Revenue To Date	Uncollected To Date	Percent Collected %
FUND BALANCE APPROPRIATED	10-00-3905-900	273,075.00	0.00	0.00	273,075.00	0.00
POWELL BILL FUND BALANCE APP.	10-20-3925-900	15,800.00	0.00	0.00	15,800.00	0.00
TOTAL FUND REVENUE:		2,544,193.00	66,549.04	1,530,098.29	1,014,094.71	60.14

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**TOWN OF MONTREAT**  
**Encumbrances & Expenditure Statement**  
 Period Ending: April 30, 2016  
**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	79,700.00	850.00	62,071.97	0.00	17,628.03	77.88
FICA EXPENSE	10-00-4100-050	800.00	0.00	374.88	0.00	425.12	46.86
TRAVEL & TRAINING	10-00-4100-140	600.00	0.00	2,230.00	0.00	-1,630.00	371.66
ADVERTISING	10-00-4100-260	6,900.00	189.87	189.87	0.00	6,710.13	2.75
DEPARTMENT SUPPLIES	10-00-4100-330	2,500.00	140.84	1,732.15	0.00	767.85	69.28
SALARY CONTINGENCY	10-00-4100-332	13,000.00	0.00	0.00	0.00	13,000.00	0.00
CONTRACT SERVICES	10-00-4100-450	4,500.00	6,843.37	6,843.37	0.00	-2,343.37	152.07
INDIRECT COST ALLOCATI	10-00-4100-480	-13,600.00	0.00	-10,208.40	0.00	-3,391.60	75.06
CONTRIBUTIONS	10-00-4100-520	500.00	0.00	345.00	0.00	155.00	69.00
TOTAL DEPT: (4100) GOVERNING BODY		104,700.00	8,024.08	68,478.84	0.00	36,221.16	65.40

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**TOWN OF MONTREAL**  
**Encumbrances & Expenditure Statement**  
Period Ending: April 30, 2016  
**10 GENERAL FUND**

Selected Department    *Page 2*  
(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	181,100.00	13,680.92	134,669.32	0.00	46,430.68	74.36
FICA EXPENSE	10-00-4200-050	13,900.00	1,054.25	10,380.42	0.00	3,519.58	74.67
GROUP INSURANCE	10-00-4200-060	26,500.00	2,208.27	19,590.84	0.00	6,909.16	73.92
RETIREMENT EXPENSE	10-00-4200-070	23,400.00	1,622.02	15,633.36	0.00	7,766.64	66.80
POSTAGE	10-00-4200-100	2,200.00	0.00	877.62	0.00	1,322.38	39.89
TELEPHONE	10-00-4200-110	4,000.00	-331.79	4,135.35	0.00	-135.35	103.38
TRAVEL & TRAINING	10-00-4200-140	3,400.00	402.35	2,914.34	0.00	485.66	85.71
M & R EQUIPMENT	10-00-4200-160	24,400.00	1,110.00	20,722.55	0.00	3,677.45	84.92
ADVERTISING	10-00-4200-260	1,800.00	-700.62	994.26	0.00	805.74	55.23
OFFICE EXPENSE	10-00-4200-320	3,000.00	163.37	1,897.47	0.00	1,102.53	63.24
OFFICE EQUIPMENT	10-00-4200-330	1,000.00	54.53	269.53	0.00	730.47	26.95
BANK SERVICE CHARGE EX	10-00-4200-340	1,400.00	-825.86	857.84	0.00	542.16	61.27
CONTRACT SERVICES	10-00-4200-450	19,500.00	1,376.38	20,434.25	0.00	-934.25	104.79
INDIRECT COST ALLOCATI	10-00-4200-480	-26,400.00	0.00	-19,814.70	0.00	-6,585.30	75.05
DUES & SUBSCRIPTIONS	10-00-4200-530	3,100.00	0.00	3,082.00	0.00	18.00	99.41
SUPERVISOR'S EXPENSE	10-00-4200-550	500.00	0.00	0.00	0.00	500.00	0.00
TOTAL DEPT: (4200) ADMINISTRATION		282,800.00	19,813.82	216,644.45	0.00	66,155.55	76.60

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**TOWN OF MONTREAT**  
**Encumbrances & Expenditure Statement**  
 Period Ending: April 30, 2016  
**10 GENERAL FUND**

Selected Department *Page 3*  
 (ALL) All Departments

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	3,500.00	540.95	2,348.84	0.00	1,151.16	67.11
M & R BUILDINGS & GROU	10-00-5000-150	2,500.00	64.13	1,088.98	0.00	1,411.02	43.55
M & R EQUIPMENT	10-00-5000-160	5,200.00	212.45	2,927.95	0.00	2,272.05	56.30
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	-5,200.00	0.00	-3,916.80	0.00	-1,283.20	75.32
INSURANCE	10-00-5000-540	36,100.00	0.00	35,639.77	0.00	460.23	98.72
CAPITAL OUTLAY	10-00-5000-730	97,650.00	0.00	7,625.00	0.00	90,025.00	7.80
TOTAL DEPT: (5000) PUBLIC BUILDINGS		139,950.00	817.53	45,713.74	0.00	94,236.26	32.66

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**TOWN OF MONTREAL**  
**Encumbrances & Expenditure Statement**  
 Period Ending: April 30, 2016  
**10 GENERAL FUND**

Selected Department *Page 4*  
 (ALL) All Departments

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	228,000.00	18,142.23	196,323.36	0.00	31,676.64	86.10
FICA EXPENSE	10-10-5100-050	17,500.00	1,379.55	14,945.46	0.00	2,554.54	85.40
GROUP INSURANCE	10-10-5100-060	39,700.00	3,598.64	39,929.85	0.00	-229.85	100.57
RETIREMENT EXPENSE	10-10-5100-070	28,500.00	2,009.69	22,192.60	0.00	6,307.40	77.86
TELEPHONE	10-10-5100-110	2,000.00	61.26	1,594.68	0.00	405.32	79.73
TRAVEL & TRAINING	10-10-5100-140	500.00	0.00	219.80	0.00	280.20	43.96
M & R EQUIPMENT	10-10-5100-160	4,000.00	0.00	2,107.47	0.00	1,892.53	52.68
M & R AUTO	10-10-5100-170	14,018.00	145.14	11,742.36	0.00	2,275.64	83.76
PUBLIC ED - SAFETY SAT	10-10-5100-234	500.00	0.00	140.00	0.00	360.00	28.00
AUTO SUPPLIES (GAS, OI	10-10-5100-310	16,500.00	416.54	5,340.16	0.00	11,159.84	32.36
MEDICAL CERTIFICATION	10-10-5100-320	1,000.00	322.00	322.00	0.00	678.00	32.20
DEPARTMENT SUPPLIES	10-10-5100-330	2,100.00	287.00	982.22	0.00	1,117.78	46.77
UNIFORMS	10-10-5100-360	1,700.00	0.00	678.36	0.00	1,021.64	39.90
DUES & SUBSCRIPTIONS	10-10-5100-530	300.00	0.00	0.00	0.00	300.00	0.00
CAPITAL OUTLAY	10-10-5100-730	3,425.00	0.00	4,079.62	0.00	-654.62	119.11
DISPATCHER SERVICES	10-10-5100-760	19,200.00	4,750.00	14,250.00	0.00	4,950.00	74.21
TOTAL DEPT: (5100) POLICE		378,943.00	31,112.05	314,847.94	0.00	64,095.06	83.08

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**TOWN OF MONTREAL**  
**Encumbrances & Expenditure Statement**  
 Period Ending: April 30, 2016  
**10 GENERAL FUND**

Selected Department Page 5  
 (ALL) All Departments

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	49,800.00	3,773.18	42,167.99	0.00	7,632.01	84.67
FICA EXPENSE	10-10-5400-050	3,900.00	288.64	3,228.82	0.00	671.18	82.79
GROUP INSURANCE	10-10-5400-060	9,100.00	719.72	8,299.63	0.00	800.37	91.20
RETIREMENT EXPENSE	10-10-5400-070	6,100.00	444.11	4,874.39	0.00	1,225.61	79.90
TELEPHONE	10-10-5400-110	800.00	43.75	437.49	0.00	362.51	54.68
TRAVEL & TRAINING	10-10-5400-140	2,500.00	697.35	2,432.58	0.00	67.42	97.30
M & R EQUIPMENT	10-10-5400-160	4,700.00	0.00	0.00	0.00	4,700.00	0.00
M&R AUTO	10-10-5400-170	700.00	33.23	616.29	0.00	83.71	88.04
AUTO SUPPLIES	10-10-5400-310	1,100.00	41.30	953.81	0.00	146.19	86.71
DEPARTMENT SUPPLIES	10-10-5400-330	800.00	0.00	603.42	0.00	196.58	75.42
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	52.00	0.00	198.00	20.80
CONTRACT SERVICES - BU	10-10-5400-450	1,250.00	0.00	575.00	0.00	675.00	46.00
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	0.00	755.00	0.00	-55.00	107.85
TOTAL DEPT: (5400) BUILDING & ZONING		82,200.00	6,041.28	64,996.42	0.00	17,203.58	79.07

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**TOWN OF MONTREAL**  
**Encumbrances & Expenditure Statement**  
 Period Ending: April 30, 2016  
**10 GENERAL FUND**

Selected Department Page 6  
 (ALL) All Departments

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	53,800.00	4,016.40	45,641.03	0.00	8,158.97	84.83
FICA EXPENSE	10-20-5550-050	4,200.00	307.25	3,494.71	0.00	705.29	83.20
GROUP HEALTH INSURANCE	10-20-5550-060	9,100.00	719.72	8,082.51	0.00	1,017.49	88.81
RETIREMENT EXPENSE	10-20-5550-070	6,500.00	472.74	5,277.53	0.00	1,222.47	81.19
TELEPHONE	10-20-5550-110	700.00	491.04	491.04	0.00	208.96	70.14
TRAVEL & TRAINING	10-20-5550-140	200.00	0.00	0.00	0.00	200.00	0.00
M&R TRUCKS	10-20-5550-170	500.00	0.00	203.29	0.00	296.71	40.65
AUTO SUPPLIES	10-20-5550-310	3,800.00	100.37	2,118.95	0.00	1,681.05	55.76
DEPARTMENTAL SUPPLIES	10-20-5550-330	2,000.00	0.00	270.48	0.00	1,729.52	13.52
UNIFORMS	10-20-5550-360	500.00	0.00	252.94	0.00	247.06	50.58
STORMWATER PROGRAM	10-20-5550-370	4,500.00	0.00	0.00	0.00	4,500.00	0.00
INDIRECT COST ALLOCATI	10-20-5550-480	-8,000.00	0.00	-5,961.90	0.00	-2,038.10	74.52
CAPITAL OUTLAY	10-20-5550-730	8,300.00	0.00	0.00	0.00	8,300.00	0.00
TOTAL DEPT: (5550) PUBLIC WORKS		86,100.00	6,107.52	59,870.58	0.00	26,229.42	69.53



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**TOWN OF MONTREAL**  
**Encumbrances & Expenditure Statement**  
 Period Ending: April 30, 2016  
**10 GENERAL FUND**

Selected Department *Page 7*  
 (ALL) All Departments

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	109,100.00	8,189.67	92,637.44	0.00	16,462.56	84.91
FICA EXPENSE	10-20-5600-050	8,400.00	626.50	7,087.00	0.00	1,313.00	84.36
GROUP INSURANCE	10-20-5600-060	18,800.00	2,159.19	23,539.44	0.00	-4,739.44	125.21
RETIREMENT EXPENSE	10-20-5600-070	13,200.00	963.92	10,586.04	0.00	2,613.96	80.19
TRAVEL & TRAINING	10-20-5600-140	1,800.00	0.00	2,012.20	0.00	-212.20	111.78
M & R EQUIPMENT	10-20-5600-160	2,000.00	519.02	1,486.09	0.00	513.91	74.30
M & R TRUCKS	10-20-5600-170	3,500.00	0.00	3,270.89	0.00	229.11	93.45
AUTO SUPPLIES (GAS, OI	10-20-5600-310	9,500.00	719.85	4,771.68	0.00	4,728.32	50.22
DEPARTMENT SUPPLIES -	10-20-5600-330	5,500.00	350.92	4,173.32	0.00	1,326.68	75.87
UNIFORMS	10-20-5600-360	2,000.00	127.24	1,595.45	0.00	404.55	79.77
CONTRACT SERVICE	10-20-5600-450	14,000.00	0.00	2,798.00	0.00	11,202.00	19.98
INDIRECT COST ALLOCATI	10-20-5600-480	-23,200.00	0.00	-17,398.80	0.00	-5,801.20	74.99
CAPITAL OUTLAY	10-20-5600-730	1,077,800.00	1,410.09	64,426.90	0.00	1,013,373.10	5.97
STREET LIGHTING	10-20-5600-740	23,500.00	0.00	17,305.47	0.00	6,194.53	73.64
DEBT PAYMENT	10-20-5600-900	0.00	1,154.90	4,619.60	0.00	-4,619.60	0.00
TOTAL DEPT: (5600) STREET DEPARTMENT		1,265,900.00	16,221.30	222,910.72	0.00	1,042,989.28	17.60

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Fiscal Year: 2016  
Fiscal Month Range: 10-10

**TOWN OF MONTREAT**  
**Encumbrances & Expenditure Statement**  
Period Ending: April 30, 2016  
**10 GENERAL FUND**

Selected Department    *Page 8*  
(ALL) All Departments

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (5700) POWELL BILL							
NEW BRIDGE/CULVERT	10-20-5700-740	3,000.00	0.00	1,855.00	0.00	1,145.00	61.83
ROAD MAINTENANCE	10-20-5700-750	4,000.00	267.25	2,759.31	0.00	1,240.69	68.98
SIGNS/PAINTING	10-20-5700-755	17,000.00	0.00	58.82	0.00	16,941.18	0.34
PATCHING	10-20-5700-760	4,000.00	0.00	588.22	0.00	3,411.78	14.70
SURVEYS/MAPS	10-20-5700-765	2,000.00	0.00	1,000.00	0.00	1,000.00	50.00
REPAVING/WIDENING	10-20-5700-770	24,000.00	0.00	0.00	0.00	24,000.00	0.00
SNOW REMOVAL	10-20-5700-775	2,000.00	319.40	1,104.20	0.00	895.80	55.21
TOTAL DEPT: (5700) POWELL BILL		56,000.00	586.65	7,365.55	0.00	48,634.45	13.15

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Fiscal Year: 2016  
Fiscal Month Range: 10-10

TOWN OF MONTREAT  
**Encumbrances & Expenditure Statement**  
Period Ending: April 30, 2016  
**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 (5800) SANITATION							
SALARIES AND WAGES	10-30-5800-020	41,800.00	2,469.44	27,939.63	0.00	13,860.37	66.84
CONTRACT SERVICES	10-30-5800-040	15,000.00	870.00	12,450.00	0.00	2,550.00	83.00
FICA EXPENSE	10-30-5800-050	3,300.00	188.91	2,137.38	0.00	1,162.62	64.76
GROUP HEALTH INSURANCE	10-30-5800-060	12,100.00	719.72	8,331.53	0.00	3,768.47	68.85
RETIREMENT - LOCAL GOV	10-30-5800-070	4,000.00	290.66	3,230.46	0.00	769.54	80.76
TELEPHONE	10-30-5800-110	750.00	43.75	438.89	0.00	311.11	58.51
UTILITIES	10-30-5800-130	500.00	0.00	385.67	0.00	114.33	77.13
M & R EQUIPMENT	10-30-5800-160	400.00	0.00	0.00	0.00	400.00	0.00
M & R - TRUCKS	10-30-5800-170	7,000.00	0.00	6,080.83	0.00	919.17	86.86
AUTO SUPPLIES	10-30-5800-310	5,000.00	167.76	2,603.92	0.00	2,396.08	52.07
SUPPLIES/TOOLS	10-30-5800-330	4,000.00	329.35	862.41	0.00	3,137.59	21.56
UNIFORMS	10-30-5800-360	750.00	0.00	199.95	0.00	550.05	26.66
CONTRACT - DUMPSTER SE	10-30-5800-451	12,500.00	1,098.30	9,817.86	0.00	2,682.14	78.54
TIPPING FEES	10-30-5800-550	12,000.00	292.83	7,309.28	0.00	4,690.72	60.91
TOTAL DEPT: (5800) SANITATION		119,100.00	6,470.72	81,787.81	0.00	37,312.19	68.67

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Fiscal Year: 2016  
Fiscal Month Range: 10-10

TOWN OF MONTREAT  
**Encumbrances & Expenditure Statement**  
Period Ending: April 30, 2016  
**10 GENERAL 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 (6190) ENVIRONMENT, CONSERVATION & RECREATION							
LANDCARE	10-80-6190-340	1,000.00	264.62	759.67	0.00	240.33	75.96
TOTAL DEPT: (6190) ENVIRONMENT, CONSERVATION & REC		1,000.00	264.62	759.67	0.00	240.33	75.96

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Fiscal Year: 2016  
Fiscal Month Range: 10-10

TOWN OF MONTREAT  
**Encumbrances & Expenditure Statement**  
Period Ending: April 30, 2016  
**10 GENERAL FUND**

Selected Department  
(ALL) All Departments  
Page 11

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (00000)							
Landcare - Hemlocks	10-80-6190-452	20,000.00	0.00	9,896.97	0.00	10,103.03	49.48
TOTAL DEPT: (00000)		20,000.00	0.00	9,896.97	0.00	10,103.03	49.48

05/09/16 Fiscal Year: 2016  
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**TOWN OF MONTREAT**  
**Encumbrances & Expenditure Statement**  
Period Ending: April 30, 2016  
**10 GENERAL FUND**

Selected Department Page 12  
(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							
OPEN SPACE CONSERVATIO	10-80-6190-710	5,000.00	0.00	0.00	0.00	5,000.00	0.00
CAPITAL OUTLAY	10-80-6190-730	2,500.00	0.00	0.00	0.00	2,500.00	0.00
TOTAL DEPT: (6190) ENVIRONMENT, CONSERVATION & REC		7,500.00	0.00	0.00	0.00	7,500.00	0.00
TOTAL FUND: (10) GENERAL FUND		2,544,193.00	95,459.57	1,093,272.69	0.00	1,450,920.31	42.97

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Fiscal Year: 2016  
Fiscal Month Range: 10-10

**TOWN OF MONTREAT**  
**Revenue Statement**  
Period Ending: April 30, 2016  
**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	0.00	13,938.32	6,061.68	69.69
WATER SALES	30-91-3500-500	140,000.00	8,406.70	104,764.42	35,235.58	74.83
WATER ACCESS FEES	30-91-3500-600	160,000.00	13,500.47	136,884.36	23,115.64	85.55
BILLING FEE REVENUE	30-91-3500-800	1,000.00	86.45	907.47	92.53	90.74
WATER TAPS	30-91-3505-500	2,000.00	0.00	900.00	1,100.00	45.00
WATER TRANSFER FEES	30-91-3505-700	1,000.00	0.00	650.00	350.00	65.00
SERVICE CHARGE REVENUE	30-91-3515-500	0.00	0.00	-25.00	25.00	0.00
SPECIAL ASSESSMENTS REVENUE	30-91-3610-600	0.00	5,334.03	139,098.67	-139,098.67	0.00
INTEREST ON INVESTMENTS	30-91-3805-800	500.00	0.00	92.31	407.69	18.46
MISC REVENUE	30-91-3810-800	500.00	0.00	0.00	500.00	0.00
INSURANCE REIMBURSEMENT	30-91-3810-900	0.00	0.00	3,075.00	-3,075.00	0.00
RECONNECT FEES	30-91-3815-700	0.00	200.00	200.00	-200.00	0.00
LATE FEES	30-91-3815-800	2,000.00	-453.99	2,509.64	-509.64	125.48
CASH OVER/ CASH SHORT	30-91-3825-800	0.00	0.00	-19.30	19.30	0.00
TOTAL FUND REVENUE:		327,000.00	27,073.66	402,975.89	-75,975.89	123.23
TOTAL REVENUE:		2,871,193.00	93,622.70	1,933,074.18	938,118.82	67.32%

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Fiscal Year: 2016  
Fiscal Month Range: 10-10

**TOWN OF MONTREAL**  
**Encumbrances & Expenditure Statement**  
Period Ending: April 30, 2016  
**30 WATER FUND**

Selected Department      Page 13  
(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	1,310.00	1,986.00	0.00	6,514.00	23.36
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	192.76	1,982.23	0.00	1,017.77	66.07
TELEPHONE	30-91-8100-110	2,500.00	43.75	1,422.59	0.00	1,077.41	56.90
UTILITIES	30-91-8100-130	30,000.00	0.00	23,209.19	0.00	6,790.81	77.36
TRAVEL & TRAINING	30-91-8100-140	2,000.00	50.00	829.00	0.00	1,171.00	41.45
M & R WELLS	30-91-8100-150	28,000.00	0.00	8,315.84	0.00	19,684.16	29.69
M & R EQUIPMENT	30-91-8100-160	10,000.00	222.56	6,298.67	0.00	3,701.33	62.98
AUTO SUPPLIES	30-91-8100-310	5,500.00	266.72	2,066.03	0.00	3,433.97	37.56
DEPARTMENT SUPPLIES	30-91-8100-330	2,500.00	1,228.67	2,735.62	0.00	-235.62	109.42
SPECIAL ASSESSMENTS EX	30-91-8100-340	0.00	1,478.90	2,728.90	0.00	-2,728.90	0.00
INDIRECT COST ALLOCATI	30-91-8100-480	76,400.00	0.00	57,300.60	0.00	19,099.40	75.00
DUES & SUBSCRIPTIONS	30-91-8100-530	2,000.00	0.00	1,286.17	0.00	713.83	64.30
CAPITAL OUTLAY	30-91-8100-730	71,900.00	0.00	0.00	0.00	71,900.00	0.00
DEBT PAYMENT	30-91-8100-900	84,200.00	28,994.83	31,467.51	0.00	52,732.49	37.37
TOTAL DEPT: (8100) WATER DEPARTMENT		327,000.00	33,788.19	141,628.35	0.00	185,371.65	43.31
TOTAL FUND: (30) WATER FUND		327,000.00	33,788.19	141,628.35	0.00	185,371.65	43.31
TOTAL EXPENDITURES		2,871,193.00	129,247.76	1,234,901.04	0.00	1,636,291.96	43.01



Town of Montreat			Cash & Investments Report			As of	April 30, 2016	
Institution	Type	Maturity Date	Balance	Central	General	Water	Int. Rate	Int for mo
Avl Sav Bank	Checking x2519		\$ 246,427.39	\$ 246,427.39			0.00%	\$ -
Avl Sav Bank	Cent'l Dep x 6863		\$ 2,943.21	\$ 2,943.21			0.00%	\$ -
Avl Sav Bank	Savings - Powell Bill 3572		\$ 198,605.62		\$ 198,605.62		0.10%	\$ 16.32
Avl Sav Bank	Savings - Water Res. 7727		\$ 58,133.96			\$ 58,133.96	0.10%	\$ 4.78
Avl Sav Bank	MMkt Acct xxx1204		\$ 1,721,904.23		\$ 1,721,904.23		0.10%	\$ 143.72
Avl Sav Bank	Subtotal		\$ 2,228,014.41					
BB&T	MMkt Act - General Fund		\$ 449,898.94		\$ 449,898.94		0.10%	\$ 36.88
BB&T	MMkt Act - Water Fund		\$ 157,444.95			\$ 157,444.95	0.10%	\$ 12.90
BB&T	Subtotal		\$ 607,343.89					
NCCMT	Investment - General Fund		\$ 6,435.14		\$ 6,435.14		0.36%	\$ 1.94
NCCMT	Investment - Water Fund		\$ 6,720.48			\$ 6,720.48	0.36%	\$ 2.02
NCCMT	Subtotal		\$ 13,155.62					
All Accts	Subtotal		\$ 2,848,513.92	\$ 249,370.60	\$ 2,376,843.93	\$ 222,299.39	0.09%	\$ 218.56
All Accts	Fiscal Year to Date		\$ 2,240,511.46				0.07%	\$ 1,322.09
			(average)				(average)	(cumulative)
Avl Sav Bank	CD, 1yr x6827 Empl Benf	11/24/2016	\$ 54,415.89		\$ 54,415.89		0.15%	\$ 23.40
Avl Sav Bank	CD x5119	11/12/2016	\$ 10,342.18		\$ 10,342.18		0.15%	\$ 4.61
CDs	Subtotal		\$ 64,758.07				0.15%	\$ 28.01
All Accts + CDs	Total		\$ 2,913,271.99				0.10%	\$ 246.57
All Accts + CDs	Fiscal Year to Date		\$ 2,305,182.85				0.09%	\$ 1,486.63
			(average)				(average)	

**Town of Montreat**  
**April 2016 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>
MRA		Assembly Drive	N/A	5157	4/1/2016	Commercial-Structural Repairs Montreat Gate
Sloop	Gray	151 Overbrook Lane	N/A	5158	4/4/2016	Mechanical - LP Gas Tank Set/Line
Silas Max Vaughn Trust		141 Holsten Lane	N/A	5159	4/8/2016	Mechanical - Change Out
Evans	Craig	123 Mississippi Road	*Pending Survey	5160	4/11/2016	Residential-Interior Renovation
Sloop	Gray	151 Overbrook Lane	N/A	5161	4/13/2016	Electrical-Optional Standby Genset
Wiles	Agnes	329-A Lookout Road	N/A	5162	4/12/2016	Residential - Porch Repairs
Dowd Montreat, LLC		325 North Carolina Terrace	N/A	5163	4/18/2016	Electrical-Service Upgrade
Shaikewitz	Ted	94 Westminster Terrace	N/A	5164	4/19/2016	Mechanical-Change Out
Culpepper	Richard	95 Kanawha Drive	N/A	5165	4/19/2016	Residential-Bathroom Renovation

**ZONING ACTIVITY**

**Zoning Permit Applications:** 1  
**Variance/Interpretation Requests:** None  
**Conditional Use Requests:** None  
**Permit Extensions Requested:** None  
**Sign Permit Applications:** None  
**Violations Reported:** 3

**BUILDING INSPECTIONS**

**Building Permit Applications:** 9  
**Building Inspections Requested:** 44  
**Re-inspections Requested/Required:** 5  
**Fire Inspections Requested/Required:** 9  
**Fire Permit Applications:** None

**Totals**

**Approved Zoning Permits:** None  
**Denied Zoning Permits:** None  
**Pending Zoning Permits:** 1  
**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:** 9  
**Pending Building Permits:** 1  
**Building Inspections Performed:** 49  
**\*Stop Work Order Issued:** None  
**\*\*Defective Building Posted:** None  
**Denied Building Permits** None  
**Fire Inspections Performed:** None  
**Fire Re-Inspections Performed:** 9  
**Fire Permits Issued:** None

# Combo Basic Report

Permits for 04/01/2016 to 04/29/2016

Report Date 04/29/2016

Source: Building Permit: U2012-5157 Date Issued: 04/01/2016 Permit Expires: 10/01/2016 ID:200070-B000619  
 Applicant: WILLIAM SARGENT Location: ASSEMBLY DRIVE  
 Permit Type: COMM. REPAIRS Structure: MONTREAT GATE Cost Est: 20000  
 Property Owner: MOUNTAIN RETREAT ASSOCIATION PIN: 072100597200000-FG

Source: Mechanical Permit: U2012-5158 Date Issued: 04/04/2016 Permit Expires: 10/04/2016 ID:100198-M000243  
 Applicant: SUBURBAN PROPANE, LLP: Location: 151 OVERBROOK LN  
 Permit Type: GAS Structure: EXISTING SFR/RENTAL Cost Est: 0  
 Property Owner: FRANK G SLOOP III PIN: 071066706100000

Source: Mechanical Permit: U2012-5159 Date Issued: 04/08/2016 Permit Expires: 04/08/2017 ID:100711-M000244  
 Applicant: MCNUTT SERVICE GROUP, INC.: CO Location: 141 HOLSTON LN  
 Permit Type: CHANGE OUT Structure: EXISTING SFR/RENTAL Cost Est: 0  
 Property Owner: SILAS MAX VAUGHN TRUST PIN: 071053994200000

Source: Building Permit: U2012-5160 Date Issued: 04/11/2016 Permit Expires: 04/11/2017 ID:100446-B000620  
 Applicant: E CRAIG EVANS Location: 123 MISSISSIPPI RD  
 Permit Type: RES. REPAIRS Structure: EXISTING HOME Cost Est: 40000  
 Property Owner: E CRAIG EVANS PIN: 071055123000000

Source: Electrical Permit: U2012-5161 Date Issued: 04/13/2016 Permit Expires: 10/12/2016 ID:100198-E000125  
 Applicant: CAROLINA ELECTRICAL Location: 151 OVERBROOK LN  
 Permit Type: OPT. STANDBY SYSTEM Structure: EXISTING HOME Cost Est: 0  
 Property Owner: FRANK G SLOOP III PIN: 071066706100000

Source: Building Permit: U2012-5162 Date Issued: 04/12/2016 Permit Expires: 04/12/2017 ID:100644-B000621  
 Applicant: EWING & MCCONNAUGHY, INC.: Location: 329-A LOOKOUT RD  
 Permit Type: RES. REPAIRS Structure: EXISTING HOME Cost Est: 5000  
 Property Owner: AGNES E WILES PIN: 072015077700000-A

Source: Electrical Permit: U2012-5163 Date Issued: 04/18/2016 Permit Expires: 10/18/2016 ID:200039-E000126  
 Applicant: AMBASSADOR PROPERTIES INC.: HA Location: 325 NORTH CAROLINA TERRACE  
 Permit Type: SERVICE CHANGE Structure: EXISTING HOME Cost Est: 0  
 Property Owner: DOWD MONTREAT, LLC PIN: 071096598200000-1

Source: Mechanical Permit: U2012-5164 Date Issued: 04/19/2016 Permit Expires: 04/19/2017 ID:100141-M000245  
 Applicant: TW & COMPANY: DANIEL HUGH Location: 94 WESTMINSTER TER  
 Permit Type: CHANGE OUT Structure: EXISTING SFR/RENTAL Cost Est: 0  
 Property Owner: NORA FRANCESCHINI & S. SHAIKEWITZ PIN: 071044414600000

Source: Building Permit: U2012-5165 Date Issued: 04/19/2016 Permit Expires: 10/19/2016 ID:100049-B000622  
 Applicant: CURTIS WHITE Location: 95 KANAWHA DR  
 Permit Type: RES. IMPROVEMENTS Structure: EXISTING HOME Cost Est: 14700  
 Property Owner: RICHARD DALE CULPEPPER PIN: 071044821500000

# Fee Detail Subsort Report

Report for 04/01/2016 to 04/29/2016

Sorted by Permit Number

Report Date 04/29/2016

Source	Permit	Date	Permit Type	Fee Type	Account	Fee Amount	Surcharge
Building	U2012-5157	04/01/2016	COMM. REPAIRS	COMM. REPAIRS		\$300.00	
Item Count	1				Fee Totals	\$300.00	
Mechanical	U2012-5158	04/04/2016	GAS	GAS	23552951	\$75.00	
Item Count	1				Fee Totals	\$75.00	
Mechanical	U2012-5159	04/08/2016	CHANGE OUT	MECHANICAL	23621184	\$100.00	
Item Count	1				Fee Totals	\$100.00	
Electrical	U2012-5163	04/18/2016	SERVICE	ELECTRICAL		\$100.00	
Item Count	1				Fee Totals	\$100.00	
Mechanical	U2012-5164	04/19/2016	CHANGE OUT	MECHANICAL		\$100.00	
Item Count	1				Fee Totals	\$100.00	
Building	U2012-5165	04/19/2016	RES.	ELECTRICAL	23807591	\$100.00	
Building	U2012-5165	04/19/2016	RES.	HR FUND	23807591	\$10.00	
Building	U2012-5165	04/19/2016	RES.	PLUMBING	23807591	\$100.00	
Building	U2012-5165	04/19/2016	RES.	PERMIT	23807591	\$88.20	
Item Count	4				Fee Totals	\$298.20	
Item Count	9				Fee Totals	\$973.20	

# Fee Detail Subsort Report

Report for 04/01/2015 to 04/30/2015

Sorted by Permit Number

Report Date 04/29/2016

Source	Permit	Date	Permit Type	Fee Type	Account	Fee Amount	Surcharge
Mechanical	U2012-5052	04/06/2015	GAS	GAS		\$75.00	
Item Count	1				Fee Totals	\$75.00	
Project	U2012-5053	04/10/2015	RESIDENTIAL	RES. GRADING		\$150.00	
Item Count	1				Fee Totals	\$150.00	
Plumbing	U2012-5054	04/14/2015	REPLACE WATER PLUMBING			\$100.00	
Item Count	1				Fee Totals	\$100.00	
Building	U2012-5055	04/23/2015	DECK ADDITION	ELECTRICAL		\$100.00	
Building	U2012-5055	04/23/2015	DECK ADDITION	BUILDING		\$144.00	
Item Count	2				Fee Totals	\$244.00	
Building	U2012-5056	04/24/2015	DECK ADDITION	ELECTRICAL		\$100.00	
Item Count	1				Fee Totals	\$100.00	
Plumbing	U2012-5057	04/27/2015	REPLACE SEWER PLUMBING			\$100.00	
Item Count	1				Fee Totals	\$100.00	
Item Count	7				Fee Totals	\$769.00	

# Fee Detail Subsort Report

Report for 04/01/2014 to 04/30/2014

Sorted by Permit Number

Report Date 04/29/2016

Source	Permit	Date	Permit Type	Fee Type	Account	Fee Amount	Surcharge
Mechanical	U2012-4931-M	04/11/2014	NEW	INSPECTION FEE		\$100.00	
<b>Item Count</b>	<b>1</b>				<b>Fee Totals</b>	<b>\$100.00</b>	
Building	U2012-4952	04/01/2014	RES.	MECHANICAL		\$200.00	
Building	U2012-4952	04/01/2014	RES.	PERMIT		\$186.00	
<b>Item Count</b>	<b>2</b>				<b>Fee Totals</b>	<b>\$386.00</b>	
Building	U2012-4953	04/01/2014	RES. REPAIRS	PLUMBING		\$200.00	
Building	U2012-4953	04/01/2014	RES. REPAIRS	CERT OF OCC		\$60.00	
Building	U2012-4953	04/01/2014	RES. REPAIRS	RES. REPAIRS		\$300.00	
Building	U2012-4953	04/01/2014	RES. REPAIRS	ELECTRICAL		\$200.00	
<b>Item Count</b>	<b>4</b>				<b>Fee Totals</b>	<b>\$760.00</b>	
Building	U2012-4954	04/01/2014	RES. REPAIRS	RES. REPAIRS		\$150.00	
<b>Item Count</b>	<b>1</b>				<b>Fee Totals</b>	<b>\$150.00</b>	
Building	U2012-4955	04/04/2014	RES.	PERMIT		\$51.00	
<b>Item Count</b>	<b>1</b>				<b>Fee Totals</b>	<b>\$51.00</b>	
Building	U2012-4956	04/07/2014	RES.	PERMIT		\$288.00	
Building	U2012-4956	04/07/2014	RES.	MECHANICAL		\$100.00	
Building	U2012-4956	04/07/2014	RES.	PLUMBING		\$200.00	
Building	U2012-4956	04/07/2014	RES.	HR FUND		\$10.00	
Building	U2012-4956	04/07/2014	RES.	ELECTRICAL		\$200.00	
<b>Item Count</b>	<b>5</b>				<b>Fee Totals</b>	<b>\$798.00</b>	
Mechanical	U2012-4957	04/08/2014	CHANGE OUT	MECHANICAL		\$100.00	
<b>Item Count</b>	<b>1</b>				<b>Fee Totals</b>	<b>\$100.00</b>	
Mechanical	U2012-4958	04/10/2014	CHANGE OUT	MECHANICAL		\$100.00	
Mechanical	U2012-4958	04/10/2014	CHANGE OUT	ELECTRICAL		\$100.00	
<b>Item Count</b>	<b>2</b>				<b>Fee Totals</b>	<b>\$200.00</b>	
Building	U2012-4960	04/17/2014	RES.	ELECTRICAL		\$100.00	
Building	U2012-4960	04/17/2014	RES.	PERMIT		\$132.00	
<b>Item Count</b>	<b>2</b>				<b>Fee Totals</b>	<b>\$232.00</b>	
Building	U2012-4961	04/29/2014	COMM. REPAIRS	COMM. REPAIRS		\$380.00	
Building	U2012-4961	04/29/2014	COMM. REPAIRS	ADJUSTMENT		\$-80.00	
<b>Item Count</b>	<b>2</b>				<b>Fee Totals</b>	<b>\$300.00</b>	
Mechanical	U2012-4962	04/30/2014	NEW	ELECTRICAL		\$200.00	
Mechanical	U2012-4962	04/30/2014	NEW	MECHANICAL		\$100.00	

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# Fee Detail Subsort Report

Report for 04/01/2014 to 04/30/2014

Sorted by Permit Number

Report Date 04/29/2016

Source	Permit	Date	Permit Type	Fee Type	Account	Fee Amount	Surcharge
Item Count	2				Fee Totals	\$300.00	
Item Count	23				Fee Totals	\$3,377.00	

# Last Inspect Records

Report for 04/01/2016 to 04/29/2016

Report Date 04/29/2016

Permit	Location	Applicant	Permit Type	Insp Detail	Source	Last Insp	Time	Result	Next Insp	Who
U2012-5132	161 VIRGINIA RD	EWING &	RES	PARTIAL FRAMING	Building	04/01/2016	11:00 AM	APPROVED	//	DEC
U2012-5139	176 MISSISSIPPI RD	STAFFORD	RES.	ELECTRICAL R.I.	Building	04/01/2016	11:30 AM	FAILED	//	DEC
U2012-5139	176 MISSISSIPPI RD	STAFFORD	RES.	PLUMBING R.I.	Building	04/01/2016	11:45 AM	FAILED	//	DEC
U2012-5139	176 MISSISSIPPI RD	STAFFORD	RES.	MECHANICAL R.I.	Building	04/01/2016	12:00 PM	APPROVED	//	DEC
U2012-5139	176 MISSISSIPPI RD	STAFFORD	RES.	ELEC. RE-INSPECT	Building	04/01/2016	_4:00 PM	APPROVED	//	DEC
U2012-5139	176 MISSISSIPPI RD	STAFFORD	RES.	PLUMBING	Building	04/01/2016	_4:15 PM	APPROVED	//	DEC
U2012-5139	176 MISSISSIPPI RD	STAFFORD	RES.	FRAMING	Building	04/04/2016	10:30 AM	*APPROVED	//	DEC
U2012-5121-B	117 KANAWHA DR	EWING &	RES.	PARTIAL	Building	04/04/2016	_3:00 PM	APPROVED	//	DEC
U2012-4914	364 OKLAHOMA RD	KERR REVOCABLE	RES.	INSULATION	Building	04/05/2016	_6:00 PM	APPROVED	//	DEC
U2012-5139	176 MISSISSIPPI RD	STAFFORD	RES.	INSULATION	Building	04/07/2016	_2:00 PM	APPROVED	//	DA
U2012-5141	554 COVENANT LANE	EWING &	SINGLE FAMILY	DECK POST	Building	04/08/2016	12:30 PM	APPROVED	//	DEC
U2012-5154	103 VIRGINIA RD	ANCHOR	PLUMBING	WTR. SERVICE	Plumbing	04/08/2016	_1:00 PM	APPROVED	//	DEC
U2012-5158	151 OVERBROOK LN	SUBURBAN	GAS	GAS-YARD LINE	Mechanical	04/08/2016	_1:30 PM	APPROVED	//	DEC
U2012-5131	310 GAITHER CIRCLE	NORTHSTAR	COMM.	FINAL	Building	04/08/2016	_3:30 PM	APPROVED	//	DEC
U2012-5131	310 GAITHER CIRCLE	NORTHSTAR	COMM.	PLUMBING FINAL	Building	04/08/2016	_4:00 PM	*APPROVED	//	DEC
U2012-5131	310 GAITHER CIRCLE	NORTHSTAR	COMM.	BUILDING FINAL	Building	04/08/2016	_4:30 PM	FAILED	//	DEC
U2012-5131	310 GAITHER CIRCLE	NORTHSTAR	COMM.	MECH. FINAL	Building	04/08/2016	_4:40 PM	APPROVED	//	DEC
U2012-5061	102 KANAWHA DR	AARON VOIGT:	SINGLE FAMILY	WALL	Building	04/11/2016	10:30 AM	APPROVED	//	DEC
U2012-5112	406 APPALACHIAN WAY	MOUNTAIN	SINGLE FAMILY	PARTIAL	Building	04/11/2016	11:30 AM	APPROVED	//	DEC
U2012-5143	129 VIRGINIA RD	SINEATH	RES.	ELEC. RE-INSPECT	Building	04/12/2016	11:00 AM	APPROVED	//	DEC
U2012-5156	299 GEORGIA TER	SINEATH	RES.	PLUMBING R.I.	Building	04/12/2016	11:20 AM	FAILED	//	DEC
U2012-5143	129 VIRGINIA RD	SINEATH	RES.	FRMNG.	Building	04/12/2016	11:30 AM	APPROVED	//	DEC
U2012-5138	218 TENNESSEE ROAD	SINEATH	RES.	SLAB PLUMBING	Building	04/12/2016	12:00 PM	FAILED	//	DEC
U2012-5156	299 GEORGIA TER	SINEATH	RES.	PLUMBING	Building	04/12/2016	_3:00 PM	APPROVED	//	DEC
U2012-5138	218 TENNESSEE ROAD	SINEATH	RES.	SLAB PLMBNG.	Building	04/12/2016	_3:30 PM	APPROVED	//	DEC
U2012-5138	218 TENNESSEE ROAD	SINEATH	RES.	UNDERSLAB DUCT	Building	04/12/2016	_3:30 PM	APPROVED	//	DEC
U2012-5159	141 HOLSTON LN	MCNUTT SERVICE	CHANGE OUT	MECH.	Mechanical	04/12/2016	_4:15 PM	FAILED	//	DEC
U2012-5162	329-A LOOKOUT RD	EWING &	RES. REPAIRS	FOOTING	Building	04/14/2016	11:00 AM	APPROVED	//	DA
U2012-5149	146 EASTMINSTER	LIVING STONE	RES.	FOOTING RE-INSPE.	Building	04/14/2016	11:00 AM	APPROVED	//	DA
U2012-5141	554 COVENANT LANE	EWING &	SINGLE FAMILY	DECK COLUMN	Building	04/15/2016	11:00 AM	APPROVED	//	DEC
U2012-5061	102 KANAWHA DR	AARON VOIGT:	SINGLE FAMILY	UNDERFLR. PREP	Building	04/15/2016	_4:30 PM	APPROVED	//	DEC
U2012-5162	329-A LOOKOUT RD	EWING &	RES. REPAIRS	FOOTING	Building	04/18/2016	09:30 AM	APPROVED	//	DEC
U2012-5112	406 APPALACHIAN WAY	MOUNTAIN	SINGLE FAMILY	CONC.	Building	04/19/2016	_1:00 PM	APPROVED	//	DEC
U2012-5163	325 NORTH CAROLINA	AMBASSADOR	SERVICE	ELECTRICAL INSP.	Electrical	04/20/2016	_3:30 PM	APPROVED	//	DEC
U2012-5138	218 TENNESSEE ROAD	SINEATH	RES.	SLAB PREP. INSP.	Building	04/21/2016	10:00 AM	APPROVED	//	DEC



# Last Inspect Records

Report for 04/01/2016 to 04/29/2016

Report Date 04/29/2016

Permit	Location	Applicant	Permit Type	Insp Detail	Source	Last Insp	Time	Result	Next Insp	Who
U2012-5138	218 TENNESSEE ROAD	SINEATH	RES.	RETAINING WALL	Building	04/21/2016	10:15AM	APPROVED	/ /	DEC
U2012-5160	123 MISSISSIPPI RD	E CRAIG EVANS	RES. REPAIRS	PART. ELECTRICAL	Building	04/21/2016	10:30 AM	FAILED	/ /	DEC
U2012-5149	146 EASTMINSTER	LIVING STONE	RES.	PLUMBING R.I.	Building	04/25/2016	09:00 AM	APPROVED	/ /	DA
U2012-5141	554 COVENANT LANE	EWING &	SINGLE FAMILY	FOOTING	Building	04/25/2016	10:30 AM	FAILED	/ /	DEC
U2012-5147	435 KENTUCKY RD	EWING &	RES.	FRAMING	Building	04/25/2016	11:00 AM	APPROVED	/ /	DA
U2012-5132	161 VIRGINIA RD	EWING &	RES	BUILDING FINAL	Building	04/25/2016	11:30 AM	APPROVED	/ /	DA
U2012-5132	161 VIRGINIA RD	EWING &	RES	ELECTRICAL	Building	04/25/2016	12:00 PM	APPROVED	/ /	DA
U2012-5132	161 VIRGINIA RD	EWING &	RES	PLUMBING FINAL	Building	04/25/2016	12:30 PM	APPROVED	/ /	DA
U2012-5154	103 VIRGINIA RD	ANCHOR	PLUMBING	PLUMBING FINAL	Plumbing	04/26/2016	09:30 AM	APPROVED	/ /	DA
U2012-5141	554 COVENANT LANE	EWING &	SINGLE FAMILY	FOOTING RE-INSP.	Building	04/26/2016	10:00 AM	APPROVED	/ /	DEC
U2012-5160	123 MISSISSIPPI RD	E CRAIG EVANS	RES. REPAIRS	ELEC. RE-INSPECT	Building	04/27/2016	12:00 PM	FAILED	/ /	DA
U2012-5140	523 BIG PINEY RD	ROB ROBINSON	RES.	MECHANICAL	Building	04/27/2016	_2:30 PM	APPROVED	/ /	DA
U2012-5140	523 BIG PINEY RD	ROB ROBINSON	RES.	FRAMING	Building	04/27/2016	_3:00 PM	APPROVED	/ /	DA
U2012-5161	151 OVERBROOK LN	CAROLINA	OPT. STANDBY	STANDBY	Electrical	04/27/2016	_3:30 PM	APPROVED	/ /	DA

Inspection Count 49

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

**Meeting Date:** May 12, 2016

**SUBJECT:** Proposed Revisions to Montreat General Ordinance, Chapter E – Utilities, Article I – Water and Sewer

**AGENDA INFORMATION:**

**Agenda Location:** Public Hearing and Old Business  
**Item Number:** A  
**Department:** Administration  
**Contact:** Ron Nalley, Town Administrator  
**Presenter:** Ron Nalley, Town Administrator

**BRIEF SUMMARY:** In 2015, the Board and staff discussed the inconsistencies found in Montreat General Ordinance Chapter E (Utilities) and Chapter M (Extensions of Public Utilities and Streets) as they relate to public utility extensions in our Extraterritorial Jurisdiction (ETJ). At their 2015 Retreat, the Board agreed that the text of Chapter M would remain unchanged, and that revisions would be needed to Chapter E so that it would clearly state that public water and sewer connections/extensions would be allowed for in the ETJ. Proposed revisions to Chapter E have been developed by staff, reviewed by the Town Attorney and are attached for the Board's consideration.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** To adopt Ordinance #16-05-0001 Amending Montreat General Ordinance, Chapter E - Utilities, Article I – Water and Sewer as presented/amended.

**FUNDING SOURCE:** None

**ATTACHMENTS:** Proposed Revisions to Montreat General Ordinance Chapter E – Utilities and Background Information Prepared for the 2015 Board Retreat

**STAFF COMMENTS AND RECOMMENDATIONS:** I have attached a PDF file of the Minutes from April 22<sup>nd</sup> where this matter was discussed and decided on along with the background information that was provided to the Board during the 2015 Retreat. The revisions that are being presented, now follow closely to the language contained in Chapter M of the General Ordinances.



## TOWN OF MONTREAT

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

### **ORDINANCE #16-05-0001 AMENDING MONTREAT GENERAL ORDINANCE CHAPTER E – UTILITIES, ARTICLE I: WATER AND SEWER**

**WHEREAS**, the Town of Montreat General Ordinances were adopted by the Board of Commissioners of the Town of Montreat, North Carolina on May 13, 1999 and amended on several occasions since the date of their adoption; and

**WHEREAS**, Montreat General Ordinance Chapter E – Utilities, Article I: Water and Sewer was adopted by the Board of Commissioners on May 13, 1999; and

**WHEREAS**, in following with the current procedures, regulations and policies, changes within the Ordinances have been recommended;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF MONTREAT**, that the Montreat General Ordinances be amended as follows:

Section 1. Board to Regulate Water. The water system of the Town shall be under the control of the Board or its authorized agent, which shall have the duty of prescribing and enforcing full compliance with all the rules and regulations governing all connections with the water system.

Section 2. Metropolitan Sewerage District (MSD) to Regulate Sewer. The Town's sewer system operates under the jurisdiction of the Metropolitan Sewerage District of Buncombe County, North Carolina (MSD), on behalf of the Town.

Section 3. Scope. This Article applies to all water lines and sewer lines within the Town and within the extraterritorial jurisdiction of the Town. Regulations and procedures for the extension of public water lines and sewer lines by individual property owners or by the Town upon petition by affected property owners or on its own initiative can be found in Chapter M of the Montreat Code of General Ordinances.

Section ~~3~~4. Permit for Connection Required. No Person or Entity shall connect with the water system of the Town until he/she/it has made written application for permission to the Town Administrator for such connection, paid the appropriate application and tap fee and received approval for such connection. This application shall be made before any part of the sewer system of a building or other connection shall be laid or constructed and the application shall be accompanied by a plan or drawing which states the name of the Street where the building is located and the name of the Person or Entity and shows the location of the building and entire proposed



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connection to a sewerage system through the building to its terminus and the location of all of the fixtures, traps, ventilating pipes, etc.

Section ~~4~~ 5. Separate Connections Required. Each building shall have separate water and sewer connections.

Section ~~5~~ 6. Water and Sewer Required. All owners of improved property within the Town and within the extraterritorial jurisdiction of the Town ~~limits~~ shall connect with the public water system for water intake purposes. All owners of improved property within the Town and within the extraterritorial jurisdiction of the Town ~~limits~~ shall be required to connect to the sanitary sewer system of the Metropolitan Sewerage District.

Section ~~6~~ 7. Private Wells and Septic Systems. The owners of any improved property located in the Town and within the extraterritorial jurisdiction of the Town shall connect to the public water line and MSD sewer line in accordance with this Ordinance and MSD requirements. Some property owners have built private wells and septic systems. The Town no longer allows this practice. When public water or sewer lines are extended in accordance with Chapter M of the Montreat Code of General Ordinances, or in the case of private well or septic system failure, property owners who have built private wells and septic systems will be required to connect to the public water system and sanitary sewer system.

Section ~~7~~ 8. Privies and Septic Tanks Regulated.

- 1) No privy of any kind shall be permitted in the Town.
- 2) Existing septic systems installed prior to the revision of this ordinance must be pumped and serviced at the recommended intervals, as specified by the Buncombe County Health Department. For typical residential systems serving fewer than four people, the recommended interval is five (5) years. For typical residential systems serving four or more people the recommended service interval is three (3) years. The Zoning Official, with consultation from the property owner and the Buncombe County Health Department, shall determine the service interval for each septic system. Proof the service must be filed with the Zoning Official within 30 days of the service.
- 3) The Zoning Official shall maintain a list of all the septic systems installed in the Town along with a record of the maintenance performed on each system. Property owners shall be fined if they do not perform the recommended pumping and service within 30 days from the time the service is due, as defined



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in Subsection ~~6~~ 8.2 above. The fine shall be two hundred dollars (\$200) each day, plus the cost of any clean-up activities caused by the septic system.

### Section ~~8~~ 9. Use of Town Water.

- 1) No Person or Entity shall supply or sell water to other Persons or entities, nor shall any Person or Entity take or carry away water from any hydrant, watering trough, or public fountain.
- 2) The fire hydrants are for the use of the Fire Department for fighting fires and are not to be used by an unauthorized Person for any purpose, without written permission from the Board.

### Section ~~9~~ 10. Water and Sewer Rates.

- 1) Water rates and water access fees ~~connection charges~~ shall be determined from time to time by the Board and shall be kept on file in the office of the Town Administrator.
- 2) Sewer rates and connection charges shall be determined by the MSD.

Section ~~10~~ 11. Tampering with or Obstructing Water and Sewer Lines Prohibited. No Person shall touch, tamper, or in any manner manipulate or turn the cut-offs on the water mains forming a part of the water system of the Town, nor shall any Person tamper with or harm in any manner whatsoever any water or sewer line, main or any appurtenance thereto. No Person shall throw or deposit any material or substance in any water or sewer line that will in any manner obstruct such line.

### Section ~~11~~ 12. Private Water Supply Regulated.

- 1) It shall be unlawful for any Person or Entity to furnish, supply, or provide for gain or profit, any water from a private well or pump in or to any dwelling house, boarding house, inn, hotel, cafe or other commercial establishment, or any room or rooms of the same, when said dwelling house or any room or rooms therein are rented, or offered for rent to the public, or when said boarding house, inn, hotel, cafe, or other commercial establishment is open to, or used by, the public, unless and until an analysis of the water from such private well or pump shall have first been submitted to and approved by the Building Inspector.
- 2) The water analysis referred to in Sub-Section (1) hereof shall be made by or under the direction of the Buncombe County Health Department or the



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Department of Public Health of the State of North Carolina.

- 3) If said water analysis bears the approval of either of the authorities referred to in Sub-Section (2) hereof, the Building Inspector shall approve the same. If, however, the analysis shows that the water is contaminated and unfit for human consumption, the Building Inspector shall not approve said analysis.

Section ~~12~~ 13. Director of Public Works. The Director, or his/her assistant, shall at all reasonable hours have free access to all buildings or structures in the Town for the purpose of examining hydrants, fixtures or connections on which Town water pressure is maintained.

Section ~~13~~ 14. Work on Water System. All work on the water system and all connections or disconnections thereto shall be performed by authorized Employees of the Town, or by plumbers approved by the Town. All work shall be performed in accordance with the Plumbing Code of the State of North Carolina and such amendments thereto that the Board may from time to time adopt.

**READ, APPROVED, AND ADOPTED**, this the 12<sup>th</sup> day of May, 2016.

---

Tim Helms, Mayor

ATTEST:

I hereby certify this is a true and correct copy of this Ordinance, duly adopted by the Town of Montreat on the 12<sup>th</sup> day of May, 2016 as it appears of record in the official minutes.

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Angela Murphy  
Town Clerk

Greenways and Trails Plan: The next project recommended for completion in the Town's Pedestrian, Bicycle and Greenways Master Plan is a sidewalk connection along Assembly Drive between the Lookout Road and the Lake Susan Dam area. This project is scheduled for completion during the 2016-2017 in the Town's adopted Capital Improvements Plan, but will be subject to funding availability.

Native Plant Garden Park Plan: Phase II of the Native Plant Garden Park Plan has been delayed due to funding availability and continued land acquisition negotiations with the Mountain Retreat Association.

Gate Lot Landscaping Plan: The Cooley family, who reside on Montreat Road just outside the Town's municipal limits, will provide a \$500 donation to purchase native plants for the woodland garden section of this project once the work commences.

### **Annexation/Extra-Territorial Jurisdiction Discussion**

The plats establishing lots in much of Montreat were first recorded in 1906, with a second set of plats being recorded in 1935. At the time, the Buncombe County zoning and subdivision ordinances were not in place, so the current minimum lot size and other development requirements did not apply. Some of the lots outside of the Town limits do not meet the current minimum lot size requirement in the Buncombe County ordinance and it is possible that some of those lot owners may not be able to obtain well and septic permits if their neighbors already have wells or septic systems in place. There is a discrepancy between General Ordinance Chapter E – Utilities and Chapter M - Extensions of Public Utilities and Streets pertaining to how public utility connection requirements are applied to properties in the Town's Extra-Territorial Jurisdiction (ETJ) area.

Montreat Code of General Ordinances Chapter E – Utilities, Article 1: "Water and Sewer" refers to "all owners of improved property within the Town limits" and requires the owner to connect to the public water system and the MSD sanitary sewer. This Chapter does not provide policy direction for connection of utilities outside the Town limits. However, Chapter M – "Extensions of Public Utilities and Streets" states that the provisions of this section apply "to all extensions of public water lines, sewer lines, and streets within the Town and within the extraterritorial jurisdiction of the Town." Chapter M also states that private wells and septic systems are no longer allowed in Town or in ETJ, and property owners who wish to develop these lots must connect to public water and sewer lines. Such utility extensions are subject to Board approval and must be installed according to current Town and Metropolitan Sewerage District (MSD) standards at the property owner's expense. Once installed, the Town and/or MSD will approve the connections and assume responsibility for their maintenance if, upon inspection, it is determined that the lines comply with all applicable standards and regulations.



The application of Chapter M to the ETJ area is based on three subsections of NCGS Chapter 160A, Article 19 - Planning and Regulation of Development. In recent years, the General Assembly has enacted legislation removing ETJ authority in Boone, Weaverville and Asheville. Two House Bills currently under consideration propose to either eliminate or restrict ETJ authority state-wide, and it is difficult at this time to predict whether these or other bills will be adopted into law. Statutes pertaining to both voluntary and city-initiated annexation have also changed significantly in recent years.

The Board may choose to amend Chapter E so that it is consistent with Chapter M, or to revise Chapter M to remove the provisions making it applicable to lots in the ETJ. If Montreat loses its ETJ land use regulation authority, lot owners could obtain well and septic system permits from Buncombe County regardless of the potential negative impact on neighboring properties. In this event, the affected property owners might seek relief from the Town, and the Board may wish to consider developing a plan for addressing these situations through ordinance language amendments and collaboration with Buncombe County officials. If ETJ authority for Montreat remains, the Board will need to decide whether ETJ residents are allowed to connect to the Town's public water and sewer systems, or if these services are to be provided only to Montreat residents.

During discussion, the Board confirmed that requests for public utility and street assessments are equally available to owners of property located both within Montreat's Town limits and in its ETJ areas. Mr. Currie summarized the pre-development meeting procedures he follows to make property owners and contractors aware of the relevant ordinances and building code requirements affecting their projects and to discuss compliance options. Relief from certain development hardships is available through administrative approvals or requests for variances from the Board of Adjustment. Mr. Nalley also advised that engineering and design work for a new 100,000 gallon water storage tank on Greybeard Trail is nearing completion.

The Board agreed by consensus to leave the current text of Chapter M unchanged. Revisions will be needed to Chapter E for consistency with Chapter M, so that the language more clearly indicates that public water and sewer system connections may be allowed in ETJ areas subject to a vote to approve a received public utility assessment petition or at the property owner's personal expense if installed to applicable standards.

The Board also reviewed a draft letter intended for all affected property owners in the Upper Greybeard Trail area, detailing the costs and both the tangible and intangible benefits of voluntarily incorporating the Upper Greybeard Trail area into the Town's municipal limits. The final paragraph of this letter will be revised to more clearly reflect the Town's willingness to extend 8" sewer trunk lines to this area in exchange for a voluntary annexation petition from the benefitted property owners. At staff's recommendation, the Board also agreed by consensus to pursue satellite annexation of all Town-owned properties in ETJ areas as a Governing Body goal for the coming fiscal year.



**Town of Montreat**  
**Extension of Public Infrastructure**  
**In Extraterritorial Jurisdiction**

**Background:** The plats establishing lots in much of Montreat were first recorded in 1906, with a second set of plats being recorded in 1935. At the time, the Buncombe County zoning and subdivision ordinances were not in place, so the current minimum lot size and other development requirements did not apply. Some of the lots outside of the Town limits do not meet the current minimum lot size requirement in the Buncombe County ordinance and it is possible that some of those lot owners may not be able to obtain well and septic permits if their neighbors already have wells or septic systems in place. Chapter M addresses this concern by requiring property owners in both the Town and the ETJ to connect to public water and sewer lines.

**Current Montreat Ordinances:** Chapter E and Chapter M of the Montreat Code of General Ordinances are not entirely consistent in their application to lots in the ETJ.

- **Chapter E – Utilities**

Section 5. Water and Sewer Required. This section applies to property located in the Town limits and requires the owner to connect to the public water system and the MSD sanitary sewer.

Section 6. Private Wells and Septic Systems. This section also applies to property located in the Town limits and requires property owners to connect to the public water line and MSD sewer line.

Section 6. Privies and Septic Tanks Regulated. This section prohibits privies in the Town and provides for regulation of existing septic systems.

- **Chapter M – Extensions of Public Utilities and Streets**

Section 1. Private wells and septic systems no longer allowed in Town or in ETJ. Property owners must connect to public water and sewer lines.

Section 6. Extensions Outside Town Limits. Extensions of public utilities outside Town limits must be in ETJ and are subject to approval by Board of Commissioners.

- 1) Application. Written application with preliminary utility plan prepared by engineer and meeting Town standards and map prepared by engineer or surveyor showing property to be served, location of existing public lines, and location of streets.
- 2) Approval of Proposed Extension. Director of Public Works reviews application and attachments and makes recommendation to Board for consideration at next regular meeting.
- 3) Dedication of System. Waterlines dedicated to Town and sewer lines to MSD.

- 4) Easements. Applicant must acquire any necessary easements for construction, maintenance, repair of utility lines and access.
- 5) Cost of Extension. Upon receiving approvals, applicant installs utility lines to Town standards at no cost to Town.
- 6) Inspection and Approval. Upon completion of construction, Town/MSD will inspect and if it approves, applicant may connect to public utility lines.
- 7) Map of System. Applicant must provide accurate map of utility system. Map is subject to approval by Director of Public Works.
- 8) Non-liability of Town. Applicant assumes all risk of installation of lines and gives one-year warranty. Cost of repair during warranty period is applicant's responsibility.
- 9) Control by Town. Public lines and systems subject to Town regulation and inspection.

The application of Chapter M to the ETJ is based on the following statutes in Chapter 160A, Article 19. Planning and Regulation of Development:

NCGS § 160A-360(a): "All of the powers granted in this Article may be exercised by any city within its corporate limits. In addition, any city may exercise these powers within a defined area extending not more than a mile beyond its limits."

NCGS § 160A-381(a): "For the purpose of promoting health, safety, morals, or the general welfare of the community, any city may adopt zoning and development regulation ordinances."

NCGS § 160A-383: "Zoning regulations shall be designed to promote the public health, safety, and general welfare. To that end, the regulations may address, among other things, the following public purposes: . . . to facilitate the efficient and adequate provision of . . . water, sewerage, . . ."

See also David Currie's research and the Coats Cannons article by David Owens.

#### **Legislation:**

- In recent years, the NC Legislature has passed amendments to NCGS § 160A-360 removing the ETJ authority of Boone, Weaverville and Asheville. House Bill 51 would eliminate ETJ. House Bill 548 would reorganize and change statutes addressing local government planning and development regulation. There could also be other pending legislation and we do not know which bills might be enacted.
- Annexation statutes have changed significantly in recent years and now allow annexation by petition of all affected property owners and annexation approved by a referendum vote. The annexation statutes address the extension of water and sewer service to the annexed areas. If the Town plans to consider annexation either by petition or by referendum vote, we will need to review the applicable statutes carefully.

**Possible changes in Town Ordinances:**

**Chapter E.** The Town could amend Chapter E so that it is consistent with Chapter M.

**Chapter M.** The Town could amend Chapter M to remove the provisions making it applicable to lots in the ETJ.

**Amend both Chapter E and Chapter M.** Under the current Town ordinances, lot owners in the ETJ are protected from development on a “first come/first serve” basis. If Chapter M were amended or the Montreat ETJ were eliminated and under Buncombe County ordinances lot owners could obtain permits for wells and septic systems regardless of the impact on the development of neighboring lots, some of the lot owners in the ETJ could be precluded from building on their lots because they cannot obtain well and septic permits from Buncombe County. In that event, the affected property owners might come to the Town seeking a resolution of their dilemma. For this reason, the Town might consider developing a plan for addressing these situations if they arise.

**TOWN OF MONTREAT BOARD OF COMMISSIONERS**  
**REQUEST FOR BOARD ACTION**  
**Meeting Date: May 12, 2016**

**SUBJECT:** House Bill 2 – Public Facilities Privacy and Security Act

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** A  
**Department:** Administration  
**Contact:** Ron Nalley, Town Administrator  
**Presenter:** Ron Nalley, Town Administrator

**BRIEF SUMMARY:** At the formal request of a Commissioner, this item has been added to the agenda for consideration and possible action.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** As The Town of Montreat strives to be a welcoming and inclusive community, the Town of Montreat Board of Commissioners disagrees with the discriminatory language of House Bill 2, the Public Facilities Privacy and Security Act enacted by the North Carolina General Assembly and signed into law on March 24, 2016.

**FUNDING SOURCE:** None

**ATTACHMENTS:** House Bill 2

**STAFF COMMENTS AND RECOMMENDATIONS:** None

GENERAL ASSEMBLY OF NORTH CAROLINA  
SECOND EXTRA SESSION 2016

SESSION LAW 2016-3  
HOUSE BILL 2

1 AN ACT TO PROVIDE FOR SINGLE-SEX MULTIPLE OCCUPANCY BATHROOM AND  
2 CHANGING FACILITIES IN SCHOOLS AND PUBLIC AGENCIES AND TO CREATE  
3 STATEWIDE CONSISTENCY IN REGULATION OF EMPLOYMENT AND PUBLIC  
4 ACCOMMODATIONS.

5 Whereas, the North Carolina Constitution directs the General Assembly to provide for  
6 the organization and government of all cities and counties and to give cities and counties such  
7 powers and duties as the General Assembly deems advisable in Section 1 of Article VII of the  
8 North Carolina Constitution; and

9 Whereas, the North Carolina Constitution reflects the importance of statewide laws  
10 related to commerce by prohibiting the General Assembly from enacting local acts regulating  
11 labor, trade, mining, or manufacturing in Section 24 of Article II of the North Carolina  
12 Constitution; and

13 Whereas, the General Assembly finds that laws and obligations consistent statewide for  
14 all businesses, organizations, and employers doing business in the State will improve intrastate  
15 commerce; and

16 Whereas, the General Assembly finds that laws and obligations consistent statewide for  
17 all businesses, organizations, and employers doing business in the State benefit the businesses,  
18 organizations, and employers seeking to do business in the State and attracts new businesses,  
19 organizations, and employers to the State; Now, therefore,

20  
21 The General Assembly of North Carolina enacts:

22  
23  
24 **PART I. SINGLE-SEX MULTIPLE OCCUPANCY BATHROOM AND CHANGING**  
25 **FACILITIES**

26 **SECTION 1.1.** G.S. 115C-47 is amended by adding a new subdivision to read:

27 "(63) To Establish Single-Sex Multiple Occupancy Bathroom and Changing  
28 Facilities. – Local boards of education shall establish single-sex multiple  
29 occupancy bathroom and changing facilities as provided in G.S. 115C-521.2."

30 **SECTION 1.2.** Article 37 of Chapter 115C of the General Statutes is amended by  
31 adding a new section to read:

32 **"§ 115C-521.2. Single-sex multiple occupancy bathroom and changing facilities.**

33 **(a) Definitions. – The following definitions apply in this section:**

34 **(1) Biological sex. – The physical condition of being male or female, which is**  
35 **stated on a person's birth certificate.**

36 **(2) Multiple occupancy bathroom or changing facility. – A facility designed or**  
37 **designated to be used by more than one person at a time where students may be**  
38 **in various states of undress in the presence of other persons. A multiple**  
39 **occupancy bathroom or changing facility may include, but is not limited to, a**  
40 **school restroom, locker room, changing room, or shower room.**

41 **(3) Single occupancy bathroom or changing facility. – A facility designed or**  
42 **designated to be used by only one person at a time where students may be in**  
43 **various states of undress. A single occupancy bathroom or changing facility**  
44 **may include, but is not limited to, a single stall restroom designated as unisex**  
45 **or for use based on biological sex.**

46 **(b) Single-Sex Multiple Occupancy Bathroom and Changing Facilities. – Local boards of**  
47 **education shall require every multiple occupancy bathroom or changing facility that is designated**  
48 **for student use to be designated for and used only by students based on their biological sex.**



1 (c) Accommodations Permitted. – Nothing in this section shall prohibit local boards of  
2 education from providing accommodations such as single occupancy bathroom or changing  
3 facilities or controlled use of faculty facilities upon a request due to special circumstances, but in  
4 no event shall that accommodation result in the local boards of education allowing a student to use  
5 a multiple occupancy bathroom or changing facility designated under subsection (b) of this section  
6 for a sex other than the student's biological sex.

7 (d) Exceptions. – This section does not apply to persons entering a multiple occupancy  
8 bathroom or changing facility designated for use by the opposite sex:

9 (1) For custodial purposes.

10 (2) For maintenance or inspection purposes.

11 (3) To render medical assistance.

12 (4) To accompany a student needing assistance when the assisting individual is an  
13 employee or authorized volunteer of the local board of education or the  
14 student's parent or authorized caregiver.

15 (5) To receive assistance in using the facility.

16 (6) To accompany a person other than a student needing assistance.

17 (7) That has been temporarily designated for use by that person's biological sex."

18 **SECTION 1.3.** Chapter 143 of the General Statutes is amended by adding a new  
19 Article to read:

20 "Article 81.

21 "Single-Sex Multiple Occupancy Bathroom and Changing Facilities.

22 **"§ 143-760. Single-sex multiple occupancy bathroom and changing facilities.**

23 (a) Definitions. – The following definitions apply in this section:

24 (1) Biological sex. – The physical condition of being male or female, which is  
25 stated on a person's birth certificate.

26 (2) Executive branch agency. – Agencies, boards, offices, departments, and  
27 institutions of the executive branch, including The University of North Carolina  
28 and the North Carolina Community College System.

29 (3) Multiple occupancy bathroom or changing facility. – A facility designed or  
30 designated to be used by more than one person at a time where persons may be  
31 in various states of undress in the presence of other persons. A multiple  
32 occupancy bathroom or changing facility may include, but is not limited to, a  
33 restroom, locker room, changing room, or shower room.

34 (4) Public agency. – Includes any of the following:

35 a. Executive branch agencies.

36 b. All agencies, boards, offices, and departments under the direction and  
37 control of a member of the Council of State.

38 c. "Unit" as defined in G.S. 159-7(b)(15).

39 d. "Public authority" as defined in G.S. 159-7(b)(10).

40 e. A local board of education.

41 f. The judicial branch.

42 g. The legislative branch.

43 h. Any other political subdivision of the State.

44 (5) Single occupancy bathroom or changing facility. – A facility designed or  
45 designated to be used by only one person at a time where persons may be in  
46 various states of undress. A single occupancy bathroom or changing facility  
47 may include, but is not limited to, a single stall restroom designated as unisex  
48 or for use based on biological sex.

49 (b) Single-Sex Multiple Occupancy Bathroom and Changing Facilities. – Public agencies  
50 shall require every multiple occupancy bathroom or changing facility to be designated for and only  
51 used by persons based on their biological sex.

52 (c) Accommodations Permitted. – Nothing in this section shall prohibit public agencies  
53 from providing accommodations such as single occupancy bathroom or changing facilities upon a  
54 person's request due to special circumstances, but in no event shall that accommodation result in  
55 the public agency allowing a person to use a multiple occupancy bathroom or changing facility  
56 designated under subsection (b) of this section for a sex other than the person's biological sex.

57 (d) Exceptions. – This section does not apply to persons entering a multiple occupancy  
58 bathroom or changing facility designated for use by the opposite sex:

59 (1) For custodial purposes.



- (2) For maintenance or inspection purposes.  
(3) To render medical assistance.  
(4) To accompany a person needing assistance.  
(4a) For a minor under the age of seven who accompanies a person caring for that minor.  
(5) That has been temporarily designated for use by that person's biological sex."

## PART II. STATEWIDE CONSISTENCY IN LAWS RELATED TO EMPLOYMENT AND CONTRACTING

SECTION 2.1. G.S. 95-25.1 reads as rewritten:

"§ 95-25.1. Short title and legislative purpose-purpose; local governments preempted.

(a) This Article shall be known and may be cited as the "Wage and Hour Act."

(b) The public policy of this State is declared as follows: The wage levels of employees, hours of labor, payment of earned wages, and the well-being of minors are subjects of concern requiring legislation to promote the general welfare of the people of the State without jeopardizing the competitive position of North Carolina business and industry. The General Assembly declares that the general welfare of the State requires the enactment of this law under the police power of the State.

(c) The provisions of this Article supersede and preempt any ordinance, regulation, resolution, or policy adopted or imposed by a unit of local government or other political subdivision of the State that regulates or imposes any requirement upon an employer pertaining to compensation of employees, such as the wage levels of employees, hours of labor, payment of earned wages, benefits, leave, or well-being of minors in the workforce. This subsection shall not apply to any of the following:

- (1) A local government regulating, compensating, or controlling its own employees.  
(2) Economic development incentives awarded under Chapter 143B of the General Statutes.  
(3) Economic development incentives awarded under Article 1 of Chapter 158 of the General Statutes.  
(4) A requirement of federal community development block grants.  
(5) Programs established under G.S. 153A-376 or G.S. 160A-456."

SECTION 2.2. G.S. 153A-449(a) reads as rewritten:

"(a) Authority. – A county may contract with and appropriate money to any person, association, or corporation, in order to carry out any public purpose that the county is authorized by law to engage in. A county may not require a private contractor under this section to abide by ~~any restriction that the county could not impose on all employers in the county, such as paying minimum wage or providing paid sick leave to its employees, regulations or controls on the contractor's employment practices or mandate or prohibit the provision of goods, services, or accommodations to any member of the public as a condition of bidding on a contract, contract or a qualification-based selection, except as otherwise required or allowed by State law."~~

SECTION 2.3. G.S. 160A-20.1(a) reads as rewritten:

"(a) Authority. – A city may contract with and appropriate money to any person, association, or corporation, in order to carry out any public purpose that the city is authorized by law to engage in. A city may not require a private contractor under this section to abide by ~~any restriction that the city could not impose on all employers in the city, such as paying minimum wage or providing paid sick leave to its employees, regulations or controls on the contractor's employment practices or mandate or prohibit the provision of goods, services, or accommodations to any member of the public as a condition of bidding on a contract, contract or a qualification-based selection, except as otherwise required or allowed by State law."~~

## PART III. PROTECTION OF RIGHTS IN EMPLOYMENT AND PUBLIC ACCOMMODATIONS

SECTION 3.1. G.S. 143-422.2 reads as rewritten:

"§ 143-422.2. Legislative declaration.

(a) It is the public policy of this State to protect and safeguard the right and opportunity of all persons to seek, obtain and hold employment without discrimination or abridgement on account of race, religion, color, national origin, age, biological sex or handicap by employers which regularly employ 15 or more employees.

(b) It is recognized that the practice of denying employment opportunity and discriminating in the terms of employment foments domestic strife and unrest, deprives the State of the fullest utilization of its capacities for advancement and development, and substantially and adversely affects the interests of employees, employers, and the public in general.

(c) The General Assembly declares that the regulation of discriminatory practices in employment is properly an issue of general, statewide concern, such that this Article and other applicable provisions of the General Statutes supersede and preempt any ordinance, regulation, resolution, or policy adopted or imposed by a unit of local government or other political subdivision of the State that regulates or imposes any requirement upon an employer pertaining to the regulation of discriminatory practices in employment, except such regulations applicable to personnel employed by that body that are not otherwise in conflict with State law."

SECTION 3.2. G.S. 143-422.3 reads as rewritten:

**"§ 143-422.3. Investigations; conciliations.**

The Human Relations Commission in the Department of Administration shall have the authority to receive charges of discrimination from the Equal Employment Opportunity Commission pursuant to an agreement under Section 709(b) of Public Law 88-352, as amended by Public Law 92-261, and investigate and conciliate charges of discrimination. Throughout this process, the agency shall use its good offices to effect an amicable resolution of the charges of discrimination. This Article does not create, and shall not be construed to create or support, a statutory or common law private right of action, and no person may bring any civil action based upon the public policy expressed herein."

SECTION 3.3. Chapter 143 of the General Statutes is amended by adding a new Article to read:

**"Article 49B.**

**"Equal Access to Public Accommodations.**

**"§ 143-422.10. Short title.**

This Article shall be known and may be cited as the Equal Access to Public Accommodations Act.

**"§ 143-422.11. Legislative declaration.**

(a) It is the public policy of this State to protect and safeguard the right and opportunity of all individuals within the State to enjoy fully and equally the goods, services, facilities, privileges, advantages, and accommodations of places of public accommodation free of discrimination because of race, religion, color, national origin, or biological sex, provided that designating multiple or single occupancy bathrooms or changing facilities according to biological sex, as defined in G.S. 143-760(a)(1), (3), and (5), shall not be deemed to constitute discrimination.

(b) The General Assembly declares that the regulation of discriminatory practices in places of public accommodation is properly an issue of general, statewide concern, such that this Article and other applicable provisions of the General Statutes supersede and preempt any ordinance, regulation, resolution, or policy adopted or imposed by a unit of local government or other political subdivision of the State that regulates or imposes any requirement pertaining to the regulation of discriminatory practices in places of public accommodation.

**"§ 143-422.12. Places of public accommodation – defined.**

For purposes of this Article, places of public accommodation has the same meaning as defined in G.S. 168A-3(8), but shall exclude any private club or other establishment not, in fact, open to the public.

**"§ 143-422.13. Investigations; conciliations.**

The Human Relations Commission in the Department of Administration shall have the authority to receive, investigate, and conciliate complaints of discrimination in public accommodations. Throughout this process, the Human Relations Commission shall use its good offices to effect an amicable resolution of the complaints of discrimination. This Article does not create, and shall not be construed to create or support, a statutory or common law private right of action, and no person may bring any civil action based upon the public policy expressed herein."

#### **PART IV. SEVERABILITY**

SECTION 4. If any provision of this act or its application is held invalid, the invalidity does not affect other provisions or applications of this act that can be given effect without the invalid provisions or application, and to this end the provisions of this act are severable. If any provision of this act is temporarily or permanently restrained or enjoined by judicial order, this act shall be enforced as though such restrained or enjoined provisions had not



1 been adopted, provided that whenever such temporary or permanent restraining order or injunction  
2 is stayed, dissolved, or otherwise ceases to have effect, such provisions shall have full force and  
3 effect.  
4

5 **PART V. EFFECTIVE DATE**

6 **SECTION 5.** This act is effective when it becomes law and applies to any action  
7 taken on or after that date, to any ordinance, resolution, regulation, or policy adopted or amended  
8 on or after that date, and to any contract entered into on or after that date. The provisions of  
9 Sections 2.1, 2.2, 2.3, 3.1, 3.2, and 3.3 of this act supersede and preempt any ordinance, resolution,  
10 regulation, or policy adopted prior to the effective date of this act that purports to regulate a  
11 subject matter preempted by this act or that violates or is not consistent with this act, and such  
12 ordinances, resolutions, regulations, or policies shall be null and void as of the effective date of  
13 this act.

14 In the General Assembly read three times and ratified this the 23<sup>rd</sup> day of March, 2016.  
15

16  
17 s/ Daniel J. Forest  
18 President of the Senate  
19

20  
21 s/ Tim Moore  
22 Speaker of the House of Representatives  
23

24  
25 s/ Pat McCrory  
26 Governor  
27

28  
29 Approved 9:57 p.m. this 23<sup>rd</sup> day of March, 2016

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

**Meeting Date:** May 12, 2016

**SUBJECT:** Contract to Audit Accounts – Martin Starnes & Associates, P.A.

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** A  
**Department:** Administration/Finance  
**Contact:** Steve Stackhouse  
**Presenter:** Steve Stackhouse and Ann Vinson – Audit Committee Chair

**BRIEF SUMMARY:** It is the Town's policy to request proposals for auditing services every five to six years. As the six year tenure of Martin Starnes expired with the completion of the FYE 15 audit, the Audit Committee has undertaken an RFQ process to select auditors for the next five year period. Our RFQ was developed with guidance from the North Carolina Local Government Commission, and sent to ten firms recommended by other municipal finance officers in Western North Carolina. We received responses from three, and invited the three respondents to meet with us: Gould Killian; Carland & Andersen; and Martin Starnes. Representatives from these three firms were interviewed by the Audit Committee on April 27<sup>th</sup>. On the basis of their review of the submitted proposals and the interviews, it is the unanimous recommendation of the Audit Committee that Martin Starnes & Associates be selected as the Town's auditors for the next five year term, and engaged for the FYE 2016 audit.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** To approve the selection of Martin Starnes & Associates, P.A., as the Town's auditors and to approve an annual audit contract in the amount of \$19,000.

**FUNDING SOURCE:** Governing Board – Professional Services

**ATTACHMENTS:** Report from Audit Committee, Martin Starnes Audit Contract

**ADMINISTRATOR'S COMMENTS AND RECOMMENDATIONS:** The audit contract amount of \$19,000 is slightly lower than last year's amount of \$19,675. The Audit Committee has been satisfied with the work completed by Martin Starnes & Associates during the past six years and recommends approval of a five year renewal term and audit contract for the upcoming fiscal year.

**CONTRACT TO AUDIT ACCOUNTS**

Of Town of Montreat, NC  
Primary Governmental Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

On this 2nd day of May, 2016,

Auditor: Martin Starnes & Associates, CPAs, P.A. Auditor Mailing Address: \_\_\_\_\_

730 13th Avenue Drive SE, Hickory, NC 28602 Hereinafter referred to as The Auditor

and Board of Commissioners (Governing Board(s)) of Town of Montreat, NC  
 (Primary Government)

and N/A : hereinafter referred to as the Governmental Unit(s), agree as follows:  
 (Discretely Presented Component Unit)

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning July 1, 2015, and ending June 30, 2016. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated workpapers may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and/or workpapers are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC CPA Board).

County and Multi-County Health Departments: The Office of State Auditor will designate certain programs that have eligibility requirements to be considered major programs in accordance with OMB Circular A-133 for the State of North Carolina. The LGC will notify the auditor and the County and Multi-Health Department of these programs. A County or a Multi-County Health Department may be selected to audit any of these programs as major.

3. If an entity is determined to be a component of another government as defined by the group audit standards - the entity's auditor will make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government*



Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

*Auditing Standards.* The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract (See Item 22). **If the audit firm received a peer review rating other than pass**, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment..

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the State and Local Government Finance Division (SLGFD) within four months of fiscal year end. Audit report is due on: October 31, 2016. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. **Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC.** (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work must be submitted by email in PDF format to the Secretary of the LGC for approval. The invoices must be sent via upload through the current portal address: <http://nctreasurer.slgfd.leapfile.net> Subject line should read "Invoice – [Unit Name]. The PDF invoice marked 'approved' with approval date will be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. (Note: **Fees listed on signature pages.**)
10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall include documentation either in the notes to the audited financial statements or as a separate report submitted to the SLGFD along with the audit report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the SLGFD simultaneously with the Governmental Unit's audited financial statements unless otherwise specified in the bond documents.



Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the client or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.
12. If the audit firm is required by the NC CPA Board or the Secretary of the LGC to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Governmental Unit will not be billed for the pre-issuance review. The pre-issuance review must be performed **prior** to the completed audit being submitted to the LGC. The pre-issuance report must accompany the audit report upon submission to the LGC.
13. The Auditor shall electronically submit the report of audit to the LGC as a text-based PDF file when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings, by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and other lawful purposes of the Governmental Unit without subsequent consent of the Auditor. If it is determined by the LGC that corrections need to be made to the Governmental Unit's financial statements, they should be provided within three days of notification unless another time frame is agreed to by the LGC.

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, agreed-upon procedures report, a turnaround document and a representation letter addressed to the OSA shall be submitted to the LGC.

The LGC's process for submitting contracts, audit reports and invoices is subject to change. Auditors should use the submission process in effect at the time of submission. The most current instructions will be found on our website: <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor
15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee. This amended contract needs to be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract, and then must be submitted through the audit contract portal to the Secretary of the LGC for approval. The portal address to upload your amended contract is <http://nctreasurer.slgfd.leapfile.net>. No change shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.
16. Whenever the Auditor uses an engagement letter with the Governmental Unit, Item #17 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of

Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #22 of this contract. Engagement letters containing indemnification clauses will not be approved by the LGC.

17. Special provisions should be limited. Please list any special provisions in an attachment.

See attached engagement letter.

18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU must be named along with the parent government on this audit contract. Signatures from the DPCU Board chairman and finance officer also must be included on this contract.
19. The contract must be executed, pre-audited, physically signed by all parties including Governmental Unit and Auditor signatures and submitted in PDF format to the Secretary of the LGC. The current portal address to upload your contractual documents is <http://nctreasurer.slgfd.leapfile.net> Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of October 2015. These instructions are subject to change. Please check the NC Treasurer's web site at [www.nctreasurer.com](http://www.nctreasurer.com) for the most recent instructions.
20. The contract is not valid until it is approved by the LGC Secretary. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. **The audit should not be started before the contract is approved.**
21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
22. **E-Verify.** Auditor **shall comply** with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor **shall require** such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
23. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

***SIGNATURE PAGES FOLLOW***



Contract to Audit Accounts (cont.) Town of Montreat, NC  
Governmental Unit N/A  
Discretely Presented Component Units (DPCU) if applicable

Town of Montreat, NC - FEES  
Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards]

Audit \$15,300

Preparation of the annual financial Statements \$3,700

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ 14,250  
\*\* NA if there is to be no interim billing

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

Audit Firm Signature:

Martin Starnes & Associates, CPAs, P.A.  
Name of Audit Firm

By Amber Y. McGhinnis, Senior Audit Manager

Authorized Audit firm representative name: Type or print

Amber Y. McGhinnis  
Signature of authorized audit firm representative

Date May 2, 2016

amcghinnis@martinstarnes.com  
Email Address of Audit Firm

Governmental Unit Signatures:

Town of Montreat, NC  
Name of Primary Government

By Timothy Helms, Mayor

Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board

Date \_\_\_\_\_

By Ann Vinson, Audit Committee Chair  
Chair of Audit Committee - Type or print name

Signature of Audit Committee Chairperson

Date \_\_\_\_\_  
\*\* If Governmental Unit has no audit committee, mark this section "N/A"

Town of Montreat, NC

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By Stefan Stackhouse, Finance Officer  
Primary Governmental Unit Finance Officer:  
Type or print name

Primary Government Finance Officer Signature

Date \_\_\_\_\_  
(Pre-audit Certificate must be dated.)

sstackhouse@townofmontreat.org  
Email Address of Finance Officer

Date Primary Government Governing Body  
Approved Audit Contract - G.S. 159-34(a)

Contract to Audit Accounts (cont.) Town of Montreat, NC  
Governmental Unit  
N/A  
Discretely Presented Component Units (DPCU) if applicable

**\*\* This page to only be completed by Discretely Presented Component Units \*\***

N/A FEES  
Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards] \_\_\_\_\_

Audit N/A

Preparation of the annual financial Statements N/A  
Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ N/A  
**\*\* NA if there is to be no interim billing**

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

DPCU Governmental Unit Signatures:

N/A  
Name of Discretely Presented Component Unit

By N/A  
DPCU Board Chairperson: Type or print name and title

Signature of Chairperson of DPCU governing board

Date N/A

By N/A  
Chair of Audit Committee - Type or print name

N/A \*\*  
Signature of Audit Committee Chairperson

Date N/A  
**\*\* If Governmental Unit has no audit committee, mark this section "N/A"**

N/A  
**PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)**  
This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By N/A  
**DPCU Finance Officer:**  
Type or print name

N/A  
**DPCU Finance Officer Signature**  
Date N/A  
(Pre-audit Certificate **must be dated.**)

N/A  
**Email Address of Finance Officer**

**Date DPCU Governing Body Approved Audit Contract - G.S. 159-34(a)**

N/A



Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

**Steps to Completing the Audit Contract**

1. Complete the Header Information – **NEW: If a DPCU is subject to the audit requirements as detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not issued for the DPCU and is to be included in the Primary Government's audit, the DPCU must be named with the parent government on this Audit contract. The Board chairman of the DPCU also must sign the Audit contract.**
2. Item No. 1 – Complete the period covered by the audit
3. Item No. 6 – Fill in the audit due date. For Governmental Unit (s), the contract due date can be no later than 4 months after the end of the fiscal year, even though amended contracts may not be required until a later date.
4. Item No. 8 – If the process for invoice approval instructions changed, the Auditor should make sure he and his administrative staff are familiar with the current process. Instructions for each process can be found at the following link. <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>
5. Item No. 9 – **NEW: Please note that the fee section has been moved to the signature pages, Pages 5 & 6.**
6. Item No. 16 – If there is a reference to an engagement letter or other document (ex: Addendum), has the engagement letter or other document been acknowledged by the Governmental Unit and attached to the contract submitted to the SLGFD?
  - a. Do the terms and fees specified in the engagement letter agree with the Audit contract? *"In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control."*
  - b. Does the engagement letter contain an indemnification clause? **The audit contract will not be approved if there is an indemnification clause – refer to LGC Memo # 986.**
7. Complete the fee section for BOTH the Primary Government and the DPCU (if applicable) on the signature pages, please note:
  - The cap on interim payments is 75% of the current audit fee for services rendered if the contracted fee amount is a fixed amount. If any part of the fee is variable, interim payments are limited to 75% of the prior year's total audit fee. If the contract fee is partially variable, we will compare the authorized interim payment on the contract to 75% of last year's actual approved total audit fee amount according to our records. There is a report of audit fees paid by each governmental unit on our web site: <https://www.nctreasurer.com/slg/Pages/Non-Audit-Services-and-Audit-Fees.aspx> - Auditors and Audit Fees.  
Please call or email Steven Holmberg of our office at 919-807-2394 [steven.holmberg@nctreasurer.com](mailto:steven.holmberg@nctreasurer.com) if you have any questions about the fees on this list.
  - For variable fees for services, are the hourly rates or other rates clearly stated in detail? If issued separately in an addendum, has the separate page been acknowledged in writing by the Governmental Unit?

Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

- For fees for services that are a combination of fixed and variable fees, are the services to be provided for the fixed portion of the fee clearly stated? Are the hourly rates or other rates clearly stated for the variable portion of the fee? (Note: See previous bullet point regarding variable fees.)
  - If there is to be no interim billing, please indicate N/A instead of leaving the line blank.
8. Signature Area – There are now 2 Signature Pages: one for the Primary Government and one for the DPCU. Send the page(s) that are applicable to your Unit of Government. Make sure all signatures have been obtained, and properly dated. The contract must be approved by Governing Boards pursuant to G.S. 159-34(a). NEW - If this contract includes auditing a DPCU that is a Public Authority under the Local Government Budget and Fiscal Control Act it must be named in this Audit contract and the Board chairperson of the DPCU must also sign the Audit contract in the area indicated. If the DPCU has a separate Audit, a separate Audit contract is required for the DPCU.
9. Please place the date the Unit's Governing Board and the DPCU's governing Board (if applicable) approved the audit contract in the space provided.
- a. Please make sure that you provide email addresses for the audit firm and finance officer as these will be used to communicate official approval of the contract.
  - b. Has the pre-audit certificate for the Primary Government (and the DPCU if applicable) been signed and dated by the appropriate party?
  - c. Has the name and title of the Mayor or Chairperson of the Unit's Governing Board and the DPCU's Chairperson (if applicable) been typed or printed on the contract and has he/she signed in the correct area directly under the Auditor's signature?
10. If the Auditor is performing an audit under the yellow book or single audit rules, has year-end bookkeeping assistance been limited to those areas permitted under the revised GAO Independence Standards? Although not required, we encourage Governmental Units and Auditors to disclose the nature of these services in the contract or an engagement letter. Fees for these services should be shown in the space indicated on the applicable signature page(s) of the contract.
11. Has the most recently issued peer review report for the audit firm been included with the contract? This is required if the audit firm has received a new peer review report that has not yet been forwarded to us. The audit firm is only required to send the most current Peer Review report to us once – not multiple times.
12. After all the signatures have been obtained and the contract is complete, please convert the contract and all other supporting documentation to be submitted for approval into a PDF file. Peer Review Reports should be submitted in a separate PDF file. These documents should be submitted using the most current submission process which can be obtained at the NC Treasurer's web site – <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.
13. NEW: If an audit is unable to be completed by the due date, an Amended Contract should be completed and signed by the unit and auditor, using the new "Amended LGC-205" form (Rev. 2015). The written explanation for the delay is now included on the contract itself to complete, and must be signed by the original parties to the contract.





**Koonce, Wooten & Haywood, LLP**  
CERTIFIED PUBLIC ACCOUNTANTS

## SYSTEM REVIEW REPORT

To the Partners of Martin Starnes & Associates, CPAs, P.A.  
and the Peer Review Committee of the North Carolina Association  
of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of *pass*.

*Koonce, Wooten & Haywood, LLP*

Koonce, Wooten & Haywood, LLP

May 21, 2015

**Raleigh**  
4060 Barrett Drive  
Post Office Box 17806  
Raleigh, North Carolina 27619  
919 782 9265  
919 783 8937 FAX

**Durham**  
3511 Shannon Road  
Suite 100  
Durham, North Carolina 27707  
919 354 2584  
919 489 8183 FAX

**Pittsboro**  
10 Sanford Road  
Post Office Box 1399  
Pittsboro, North Carolina 27312  
919 542 6000  
919 542 5764 FAX

# MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

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*"A Professional Association of Certified Public Accountants and Management Consultants"*

May 2, 2016

Stefan Stackhouse, Finance Officer  
Town of Montreat  
96 Rainbow Terrace  
Black Mountain, NC 28711

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Montreat, NC, as of June 30, 2016, and for the year then ended, and the related notes to the financial statements, which collectively comprise the Town of Montreat's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit.

Accounting principles generally accepted in the United States of America require that certain supplementary information, such as Management's Discussion and Analysis, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Law Enforcement Officer's Special Separation Allowance schedules
- Local Government Employees' Retirement System's schedules

Supplementary information other than RSI will accompany the Town of Montreat's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Budgetary schedules
- Supplemental ad valorem tax schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- Introductory section
- Statistical tables

### **The Objective of an Audit**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in accordance with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph (if any) when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

### **General Audit Procedures**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

## **Internal Control Audit Procedures**

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards*.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

## **Compliance with Laws and Regulations**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Montreat's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

## **Management's Responsibilities**

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit; and
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
4. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by the entity's auditor;
5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities
6. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole; and
7. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

## **Reporting**

We will issue a written report upon completion of our audit of the Town of Montreat's basic financial statements. Our report will be addressed to the governing body of the Town of Montreat. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

## **Other**

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

We will provide copies of our reports to the Town of Montreat; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.



## **Provisions of Engagement Administration and Fees**

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Paula Hodges is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are stated in the Contract to Audit Accounts. Our invoices for these fees will be rendered in four installments as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the Town of Montreat's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

### *Changing Laws and Regulations*

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

### *Incorrect Accounting Methods or Errors in Client Records*

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

### *Failure to Prepare for the Engagement*

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.



### *Starting and Stopping Our Work*

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

The contract fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from \$75-\$250 per hour.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or State agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature. With respect to any nonattest services we perform, the Town of Montreat's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

*Government Auditing Standards* require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or discloses as these actions are deemed a non-audit service.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

*Martin Starnes & Associates, CPAs, P.A.*

Martin Starnes & Associates, CPAs, P.A.  
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth the understanding of the Town of Montreat.

Acknowledged and agreed on behalf of the Town of Montreat by:

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

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

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



## TOWN OF MONTREAT

---

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

### **RESOLUTION #16-05-01 HONORING ERNEST ALBERT “ANDY” ANDREWS**

**WHEREAS**, Ernest Albert “Andy” Andrews was an active resident of Montreat for over 30 years and continued to be active in the community following his move to Highland Farms in Black Mountain in 1999; and

**WHEREAS**, Mr. Andrews was drafted into the Army at the age of 18 upon graduation from high school, and began his military career as a machine gunner during the D-Day invasion during WWII and served in 26 ground battles on the European front, including the Battle of the Bulge and received 4 Purple Hearts and 4 Bronze Stars for Bravery, and will be buried at the Western North Carolina Veterans’ Cemetery in Black Mountain; and

**WHEREAS**, Mr. Andrews was married to Hellon Andrews for almost 60 years, was a father to a daughter and a son, and four grandchildren; and

**WHEREAS**, Mr. Andrews was first called to Montreat as conference director for the Montreat Conference Center in 1965, a position he held until 1980; and

**WHEREAS**, Mr. and Mrs. Andrews served the Montreat community for a combined total of nearly 60 years as administrators, instructors, spiritual guides, and Montreat College “campus parents” and were honored by the College with the establishment of the Hellon and Andy Andrews Service Scholarship in 2001; and

**WHEREAS**, Mr. Andrews was a devoted friend and advocate of Montreat College and served on its Board of Trustees for more than 15 years;

**WHEREAS**, Mr. Andrews was a long-time and active member of Christ Community Church; and

**WHEREAS**, Mr. Andrews was an active member of the Montreat and Black Mountain communities serving in many capacities including founder and director of the Montreat College Conservation Club, director of the Black Mountain Chamber of Commerce, President of the Asheville Area Chamber Executives, Chairman of the Land of Sky Regional Council and president of the Black Mountain Rotary Club; and

**WHEREAS**, Mr. Andrews received two honorary doctorates, one from Montreat College for his service to the College, and a second from King University in Bristol, TN for his contributions to the humanities and to human welfare; and

**WHEREAS**, Mr. Andrews served the Town of Montreat for a total of 20 years including two terms as Mayor; and

**WHEREAS**, Mr. Andrews passed away on April 22, 2016 at the age of 92;

**NOW, THEREFORE, BE IT RESOLVED** that the Town of Montreat Board of Commissioners hereby mourns the passing and celebrates the life of Ernest Albert “Andy” Andrews, honors his service to his country, community, family and faith, and directs that a certified copies of this Resolution be presented to his family members.

**READ, APPROVED AND ADOPTED**, this the 12th day of May, 2016.

[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 12<sup>th</sup> day of May, 2016, as it appears of record in the official minutes.

---

Angie Murphy  
Town Clerk

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
FILE NO. 14 CV 05367

CAROLYN ZOE CROWDER, Trustee of )  
the Carolyn Zoe Crowder Living Trust; )  
NANCY B. THOMAS; and HENRY W. )  
DARDEN, JR. and wife, CAROLYN V. )  
DARDEN )  
Plaintiffs, )

vs. )

TOWN OF MONTREAT; STEFAN )  
BRENT STACKHOUSE in his individual )  
capacity and in his official capacity as the )  
Town Finance Officer; SELECTIVE )  
INSURANCE COMPANY OF AMERICA; )  
and FLORIDA TERRACE, LLC, )  
Defendants. )

**DRAFT SETTLEMENT AGREEMENT**

WHEREAS Carolyn Zoe Crowder, Trustee of the Carolyn Zoe Crowder Living Trust; Nancy B. Thomas; and Henry W. Darden, Jr. and wife, Carolyn V. Darden, (collectively “the Plaintiffs”) have filed suit against the Town of Montreat, Florida Terrace, LLC, Stefan Brent Stackhouse (individually and in his official capacity) and Selective Insurance Company of America (collectively, “the Defendants”);

WHEREAS, in their Amended Complaint the Plaintiffs have alleged that the Town of Montreat’s Offer to Purchase and Contract dated July 2, 2013, for the purchase of a 0.776 acre tract of land located on Florida Terrace in Montreat, North Carolina, and owned by Florida Terrace, LLC (the “Florida Terrace Tract”) did not contain a pre-audit certificate by the Town of Montreat’s finance officer, and further, that the Town failed to properly allocate funds for the purchase of the Florida Terrace Tract, as required by N.C. Gen. Stat. § 159- 28; that the decision to construct a new Town Hall on the Florida Terrace Tract constituted an abuse of discretion; and that the funds received by the Defendant Florida Terrace, LLC, arising from its conveyance of the Florida Terrace Tract to the Town of Montreat are wrongfully held by Florida Terrace, LLC and must be remitted to the Town for the benefit of Town of Montreat taxpayers;

WHEREAS, the Town of Montreat has Answered and denied that Plaintiffs are entitled to any of the relief sought in their Amended Complaint;

WHEREAS, subsequent to the execution of the Offer to Purchase and Contract for the purchase of the Florida Terrace Tract (the “Purchase Agreement”), and in accordance with the terms of the Purchase Agreement, the Town of Montreat and Florida Terrace, LLC performed their obligations under the Purchase Agreement; Florida Terrace, LLC, conveyed by General

Warranty Deed, all its right, title and interest in the Florida Terrace Tract to the Town of Montreat, and that said Warranty Deed was duly recorded on October 31, 2013, in Book 5159 at Page 190 of the Buncombe County Registry and is attached hereto as Exhibit A and incorporated herein by reference;

WHEREAS, N.C. Gen. Stat. § 159-28(a) provides that “[a]n obligation incurred in violation of this subsection is invalid and may not be enforced” and the Plaintiffs in their Amended Complaint have requested an order declaring the purchase of the Florida Terrace Tract to be void *ab initio*;

WHEREAS, in an Order entered on February 24, 2015 issuing a Preliminary Injunction in this matter, the Court found that the Plaintiffs had not shown a likelihood of success as to their contention that the decision of the Town Council to construct a new Town Hall on the Florida Terrace Tract constituted an abuse of discretion but did find that the Plaintiffs had shown a likelihood of success concerning the Town’s alleged violations of the requirements of N.C. Gen. Stat. § 159- 28;

WHEREAS, it has always been and remains the intent of the Florida Terrace, LLC that the Town of Montreat have clear and unencumbered fee simple marketable title to the Florida Terrace Tract with full warranties of title as contemplated in the Warranty Deed between Florida Terrace, LLC and the Town of Montreat;

WHEREAS, without any admission of fault or liability as to any party, the Plaintiffs and the Defendants desire to enter into a settlement agreement which will fully resolve all claims which are now pending or which could have been brought concerning the Town of Montreat’s purchase of the Florida Terrace Tract from Florida Terrace, LLC, and its decision to construct a Town Hall on the Florida Terrace Tract, and further that such settlement result in the Town of Montreat possessing a clear and unencumbered fee simple title to the Florida Terrace Tract.

NOW, THEREFORE, Carolyn Zoe Crowder, Trustee of the Carolyn Zoe Crowder Living Trust; Nancy B. Thomas; and Henry W. Darden, Jr. and wife, Carolyn V. Darden, the Town of Montreat, Florida Terrace, LLC, Stefan Brent Stackhouse (in his individual and official capacity) and Selective Insurance Company of America all in consideration of and in accordance with the terms and conditions set out in this Settlement Agreement, agree as follows:

1. Upon the entry of the Consent Order to which this Settlement Agreement is attached, the Parties agree that the Town of Montreat shall hold title in fee simple to the Florida Terrace Tract. The Town of Montreat shall undertake to obtain an Opinion of Title prepared by an attorney at law licensed in the State of North Carolina, which Opinion shall state that the attorney at law has searched the title of the Florida Terrace Tract from May 16, 1963, to the date of the Settlement Agreement and that no other ownership or possessory interests in the Florida Terrace Tract appear as a matter of record.

2. The material terms of this Agreement shall be embodied in a Consent Order, which the Parties agree to present to the Court for its approval, execution and entry, and which

Order is intended to be a full and final resolution as to all claims, issues and remedies pled in this action or which could have been pled. The Parties intend that the entry of the Consent Order shall vest title to the Florida Terrace Tract in the Town of Montreat and shall have the effect of and be regarded as a deed of conveyance in accordance with Rule 70 of the North Carolina Rules of Civil Procedure. The Parties agree upon entry of the Consent Order, the Town of Montreat shall be entitled to register the Consent Order and Certificate of the Buncombe County Clerk of Superior Court in the Office of the Register of Deeds for Buncombe County, North Carolina, in accordance with North Carolina General Statute Section 1-228.

3. The Town of Montreat agrees that it will not now nor in the future construct a Town Hall or any building on the Florida Terrace Tract. This condition is a material term of this Settlement Agreement and shall be fully enforceable in the future by any party with standing to enforce this provision. This provision applies only to the Town of Montreat's ownership of the property and shall not be construed to constitute a covenant or restriction running with the Florida Terrace Tract.

4. The Parties agree to enter into the mutual release document which is attached hereto as "Attachment A," the terms of which, once executed, are fully incorporated herein.

5. Upon the execution and entry of the Consent Order in this case the Plaintiffs agree to file a Voluntary Dismissal with Prejudice of all claims contained in their Amended Complaint.

6. Upon the filing of a Voluntary Dismissal with Prejudice of all claims by the Plaintiffs, the Defendants agree to file Voluntary Dismissals with Prejudice of all cross claims filed in this action by any Defendant as to any other Defendant.

7. The Town of Montreat agrees to pay the following designated amounts for attorney fees and costs incurred in this matter: to Plaintiffs' Counsel - \$50,000.00; to Counsel for Florida Terrace, LLC- \$7,226.57; to Counsel for Selective Insurance Company of America - \$ 7,315.00; to Counsel for Stefan Brent Stackhouse - \$ 17,821.25. With the exception of the foregoing, the parties shall bear their own costs and expenses in this matter, including any remaining or additional attorney fees.

8. This agreement is contingent upon the entry by the Court of the Consent Order set out in No. 2 above and the failure or refusal of the Court to enter such an Order shall render this agreement null and void.

IN TESTIMONY WHEREOF WE CONSENT, STIPULATE AND AGREE to the terms and conditions herein upon the approval of the Court thereto.

SIGNATURE PAGES TO BE ATTACHED

## **DRAFT MUTUAL RELEASE**

Pursuant to the terms of the Settlement Agreement dated \_\_\_\_\_, this Mutual Release is executed and entered into by and among the following, CAROLYN ZOE CROWDER, Trustee of the Carolyn Zoe Crowder Living Trust, NANCY B. THOMAS, HENRY W. DARDEN, JR. and wife, CAROLYN V. DARDEN, (herein collectively referred to as "Plaintiffs") and TOWN OF MONTREAT, STEFAN BRENT STACKHOUSE in his individual capacity and in his official capacity as the Town Finance Officer, SELECTIVE INSURANCE COMPANY OF AMERICA, and FLORIDA TERRACE, LLC, (herein collectively referred to as "Defendants").

Plaintiffs and Defendants are collectively referred to herein as "Parties".

"Lawsuit" as used in this Mutual Release refers to civil action 14 CV 05367 filed in Buncombe County Superior Court on December 17 2014, and all claims, cross-claims and subsequent proceedings therein.

1. **RELEASE BY PLAINTIFFS.** In return for the mutual consideration as set out in the Settlement Agreement executed by the parties hereto and the Consent Order to be entered herein (to which the parties agree they are not otherwise entitled), the Plaintiffs, individually, collectively, and in their representative capacities as taxpayers of the Town of Montreat, each on behalf themselves, their dependents, heirs, executors, trustees, fiduciaries, beneficiaries, administrators, assigns, attorneys, successors, and any other relative or representative, hereby fully and forever release and discharge each and all of the Defendants, including, for any individual Defendant, that Defendant's dependents, heirs, executors, administrators, assigns, attorneys, successors, and any other relative or representative, and for any corporate or municipal Defendant, that Defendant's directors, officers, members, managers, employees, former employees, agents, attorneys, and all current and former elected and appointed officials and representatives, including but not limited to, Commissioners, former Commissioners, the Mayor, and former Mayors, from any and all claims, demands, liens, actions, suits, causes of action, damages, obligations, debts, costs, expenses, attorneys' fees, judgments, orders or liabilities of whatever kind or nature in law, equity, or otherwise, whether now known or unknown, whether asserted or not asserted, which Plaintiffs may have had or have to the date that this Mutual Release is signed, specifically including, but not limited to, any claims, actions or causes of action that Plaintiffs have had or may have had in connection with or arising out of those events relating in any way to the Lawsuit or any of the events described in the Lawsuit. These released claims include, but are not limited to, all claims whatsoever whether in contract, tort, or equity, arising under federal, state, and/or local statutory and/or common law. Provided, however, that as to the Defendant Town of Montreat, including its directors, officers, managers, employees (in their individual or official capacity), former employees, agents, attorneys, current and former elected and appointed officials and representatives, Plaintiffs release all such claims only to the extent such claim is related to claims, actions or causes of action that Plaintiffs have had or may have had in connection with or arising out of the Lawsuit, those events relating in any way to the subject of the Lawsuit or any of the events described in the Lawsuit.



## 2. RELEASE BY DEFENDANTS.

A. RELEASE AS TO OTHER DEFENDANTS. In return for the mutual consideration as set out in the Settlement Agreement executed by the parties hereto and the Consent Order to be entered herein (to which the parties agree they are not otherwise entitled), Stefan Brent Stackhouse, as an individual Defendant and in his official capacity, on behalf of himself, his dependents, heirs, executors, administrators, assigns, attorneys, successors, and any other relative or representative, and the Town of Montreat, Florida Terrace, LLC, and Selective Insurance Company of America, as municipal or corporate Defendants, on behalf of their directors, officers, members, managers, employees, former employees, agents, attorneys, elected officials and representatives, each hereby fully and forever release and discharge each and all of the Defendants, including, for any individual Defendant that Defendant's dependents, heirs, executors, administrators, assigns, attorneys, successors, and any other relative or representative, and for any corporate or municipal Defendant, that Defendant's directors, officers, members, managers, employees, former employees, agents, attorneys, current and elected or appointed officials and representatives, from any and all claims, cross-claims, demands, requests for indemnification, liens, actions, suits, causes of action, damages, obligations, debts, costs, expenses, attorneys' fees, judgments, orders or liabilities of whatever kind or nature in law, equity, or otherwise, whether now known or unknown, whether asserted or not asserted, which any Defendant may have had or have through the date that this Mutual Release is signed in connection with or arising out of those events relating in any way to the Lawsuit or any of the events described in the Lawsuit. These released claims include, but are not limited to all claims whatsoever whether in contract, tort, or equity, arising under federal, state, and/or local statutory and/or common law. Notwithstanding the above, nothing in this release is intended and shall not be construed to in any manner limit or affect the rights or authority of the Town of Montreat as those relate to any former or current agent, attorney, insurer or representative of the Town or to any Personnel or Employment matter as those relate to any former or current employee of the Town, including but not limited to any matters arising from or in any manner related to the events described in the Lawsuit. Further notwithstanding the above, nothing in this release is intended to limit any of Selective Insurance Company of America's rights under any and all indemnity agreements between it and Stefan Brent Stackhouse for claims not brought in this lawsuit and not arising from the subject matter of this lawsuit.

B. RELEASE AS TO PLAINTIFFS. In return for the mutual consideration as set out in the Settlement Agreement executed by the parties hereto and the Consent Order to be entered herein (to which the parties agree they are not otherwise entitled), Stefan Brent Stackhouse, as an individual Defendant and in his official capacity, on behalf of himself, his dependents, heirs, executors, administrators, assigns, attorneys, successors, and any other relative or representative, and the Town of Montreat, Florida Terrace, LLC, and Selective Insurance Company of America, as municipal or

corporate Defendants, on behalf of their directors, officers, members, managers, employees, former employees, agents, attorneys, elected officials and representatives, each hereby fully and forever release and discharge each and all of the Plaintiffs, including their dependents, heirs, executors, trustees, fiduciaries, beneficiaries, administrators, assigns, attorneys, successors, and any other relative or representative, from any and all claims, demands, liens, actions, suits, causes of action, damages, obligations, debts, costs, expenses, attorneys' fees, judgments, orders or liabilities of whatever kind or nature in law, equity, or otherwise, whether now known or unknown, whether asserted or not asserted, which any Defendant may have had or have through the date that this Mutual Release is signed in connection with or arising out of the filing of the Lawsuit, those events relating in any way to the Lawsuit or any of the events described in the Lawsuit.

[SIGNATURES TO BE ADDED]

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
FILE NO. 14 CV 05367

CAROLYN ZOE CROWDER, Trustee of )  
the Carolyn Zoe Crowder Living Trust; )  
NANCY B. THOMAS; and HENRY W. )  
DARDEN, JR. and wife, CAROLYN V. )  
DARDEN )  
Plaintiffs, )

vs. )

TOWN OF MONTREAT; STEFAN )  
BRENT STACKHOUSE in his individual )  
capacity and in his official capacity as the )  
Town Finance Officer; SELECTIVE )  
INSURANCE COMPANY OF AMERICA; )  
and FLORIDA TERRACE, LLC, )  
Defendants. )

**DRAFT**  
**CONSENT ORDER APPROVING**  
**SETTLEMENT AGREEMENT**

THIS MATTER is before the Court on the parties' joint request for the entry of a Consent Order approving their proposed Settlement Agreement. The Court has given thorough consideration to all matters and things relating to the claims at issue in this matter, including the following:

1. Plaintiffs Carolyn Zoe Crowder, Trustee of the Carolyn Zoe Crowder Living Trust, Nancy B. Thomas, and Henry W. Darden, Jr. and wife, Carolyn V. Darden (collectively "Plaintiffs") initiated this action on December 17, 2014.

2. Plaintiffs' Amended Complaint alleges that the Town of Montreat's Offer to Purchase and Contract dated July 2, 2013, for the purchase of a 0.776 acre tract of land located on Florida Terrace in Montreat, North Carolina, and owned by Florida Terrace, LLC (the "Florida Terrace Tract") did not contain a pre-audit certificate by the Town of Montreat's Finance Officer, and further, that the Town failed to properly allocate funds for the purchase of the Florida Terrace Tract, all as required by N.C. Gen. Stat. § 159- 28. It further alleges that the decision to construct a new Town Hall on the Florida Terrace Tract constituted an abuse of discretion by the Town Council of Montreat, and that the funds received by the Defendant Florida Terrace, LLC, arising from its conveyance of the Florida Terrace Tract to the Town of Montreat are wrongfully held by Florida Terrace, LLC and must be remitted to the Town for the benefit of Town of Montreat taxpayers.

3. The Plaintiffs have requested that the Court issue an order declaring the Town's decision to construct a new town hall on the Florida Terrace Tract was invalid as having been made with an abuse of discretion, for an order declaring the purchase of the Florida Terrace

Tract to be void *ab initio*, for an injunction against the Town to prohibit the construction of the new town hall on the Florida Terrace Tract, for an order requiring payments by Stackhouse in his individual and/or official capacities and by Selective Insurance Company of America, the surety for his official bond, as required by N.C. Gen. Stat. § 159-28, and for the payment of attorney fees to Plaintiffs under N.C. Gen. Stat. § 6-21.7, the Common Fund Doctrine and any other applicable law.

4. Defendant Florida Terrace, LLC filed a cross claim against the Town asserting a claim of negligent misrepresentation and seeking a declaratory judgment vesting title of the Florida Terrace Tract in Florida Terrace, LLC should the Court grant a constructive trust as to the proceeds of the purchase of the Tract by the Town. Defendant Stefen Brent Stackhouse filed a cross claim against the Town for indemnification for any liability imposed on him individually as a result of the Town's purchase of the Florida Terrace Tract.

5. The parties, having had the opportunity to engage in litigation concerning all of the claims set out in the Amended Complaint and cross claims, now desire to settle all claims and issues raised in this action or that could have been raised in this action. For that purpose the parties agree to the continuing jurisdiction of this Court over them and over the subject matter of this action for the purpose of the entry and enforcement of this Order. All parties further waive the entry of findings of fact or conclusions of law except as to those findings of fact and conclusions of law set forth herein concerning title to the Florida Terrace Tract.

As evidenced by the signatures below of counsel of record, and by the executed Settlement Agreement attached hereto as "Exhibit A," the parties have settled this dispute and have agreed to the disposition of this action by entry of this agreed Consent Order, and to comply with the following terms:

1. The parties agree, and the Court finds as a matter of both fact and law, that the legal description of the Florida Terrace Tract is set forth in the North Carolina General Warranty Deed from Florida Terrace, LLC, to the Town of Montreat recorded October 31, 2013, in Book 5159 at Page 190 in the Office of the Register of Deeds for Buncombe County, North Carolina (herein referred to as the "Warranty Deed"), and described in the Warranty Deed as follows:

BEING all of Lots 387, 388 and 389 as shown on the Map of Montreat recorded in Plat Book 16 at Page 97 in the Office of the Register of Deeds for Buncombe County, North Carolina, said lots being more particularly described as follows:

BEGINNING at an iron pin located in the eastern margin of Florida Terrace at the southwest corner of Lot 386 and northwest corner of Lot 387 as shown on the above-referenced plat and from said Beginning point thus established South 89° 22' 35" East 171.28 feet to an iron pin in the western margin of Arkansas Trail located at the southeastern corner of Lot 386 and the northeastern corner of Lot 387; thence with the western margin of Arkansas Trail South 13° 39' 25" East 185.59 feet to an iron pin at the southeast corner of Lot 389 and the northeast corner of Lot 390 as shown on the above-referenced plat; thence North 89°19' 21" West 192.10 feet to an iron pin located in the eastern margin of Florida

Terrace at the northwestern corner of Lot 390 and the southwestern corner of Lot 389; thence with the eastern margin of Florida Terrace North 16° 49' 11" West 76.31 feet to a point; thence North 00° 29' 47" West 106.89 feet to the point and place of Beginning. BEING 0.776 acres as shown on the survey for the Town of Montreat by High Country Surveyors dated August 1, 2013 (drawing no. 2013-150).

BEING all of the same property described in the General Warranty Deed from Montreat College to Florida Terrace, LLC, dated June 22, 2012, and recorded June 25, 2012, in Deed Book 4993 at Page 1649. Reference is also made to a consent to sale by Mountain Retreat Association recorded in Record Book 4998 at Page 481 and to a consent to sale by Mountain Retreat Association and a Waiver and Termination of Option by Montreat College recorded contemporaneously herewith.

The above-described property is referred to herein as the "Florida Terrace Tract."

2. The parties have obtained an Opinion of Title prepared an attorney at law licensed in the State of North Carolina, which Opinion states that the Attorney at Law has searched the title of the Florida Terrace Tract from May 16, 1963, to the date of the Settlement Agreement and that no ownership or possessory interests in the Florida Terrace Tract other than those of Florida Terrace, LLC, and the Town of Montreat appear as a matter of record.

3. Pursuant to Rule 70 of the North Carolina Rules of Civil Procedure, the Court orders that Florida Terrace, LLC, is hereby divested of any and all title interest it holds in the Florida Terrace Tract and the Court orders that fee simple title to the Florida Terrace Tract is hereby vested in the Town of Montreat.

4. The parties agree and the Court orders that upon the execution and entry of this Consent Order, the Town of Montreat shall be entitled to register this Consent Order, certified by the Buncombe County Clerk of Superior Court under seal of the Court, in the Office of the Register of Deeds for Buncombe County, North Carolina, and that upon registration of this Consent Order and the certificate of the Clerk of Superior Court, this Consent Order shall be regarded as a deed of conveyance in accordance with North Carolina General Statute Section 1-228.

5. The parties agree, and the Court finds as a matter of both fact and law pursuant to Rule 70 of the North Carolina Rules of Civil Procedure, that the Town of Montreat is vested with and holds title in fee simple to the Florida Terrace Tract and that this Consent Order has the effect of a conveyance executed in due form of law in accordance with Rule 70 and North Carolina General Statute Section 1-228.

6. The Town of Montreat agrees that it will not now nor in the future construct a Town Hall or any building on the Florida Terrace Tract. This condition is a material term of this Order and shall be fully enforceable in the future by any party with standing to enforce this provision. This provision applies only to the Town of Montreat's ownership of the property and shall not be construed to constitute a covenant or restriction running with the Florida Terrace Tract.

7. Upon the execution and entry of the Consent Order in this case, the parties shall execute and enter into the mutual release documents which are attached hereto as "Exhibit B."

8. Upon the execution and entry of the Consent Order in this case, the Plaintiffs shall file a Voluntary Dismissal with Prejudice of all claims contained in their Amended Complaint.

9. Upon the filing of a Voluntary Dismissal with Prejudice of all claims by the Plaintiffs, the Defendants shall file Voluntary Dismissals with Prejudice of all cross claims filed in this action by any Defendant as to any other Defendant.

10. Nothing in this Consent Order is intended to be, or may be construed as, an admission by any party or constitute a finding or judgment by the Court that any party has violated any statute, regulation, common law or other legal obligation.

11. This Consent Order and accompanying Settlement Agreement shall operate as a final resolution as to all claims, issues and remedies pled in this action or which could have been pled and shall bar any future litigation as to any such claims, issues and remedies.

12. The Preliminary Injunction entered on February 24, 2015 in this action is dissolved effective with the entry of this Order and the bond posted by the Plaintiffs pursuant to that order is hereby released.

13. Within ten (10) business days of the entry of this Consent Order, the Town of Montreat agrees to pay attorney fees and costs in the following amounts: to Plaintiffs' Counsel - \$50,000.00; to Counsel for Florida Terrace, LLC- \$7,226.57; to Counsel for Selective Insurance Company of America - \$ 7,315.00; to Counsel for Stefan Brent Stackhouse - \$ 17,821.25. With the exception of the foregoing, the parties shall bear their own costs and expenses in this matter, including any remaining or additional attorney fees.

SO ORDERED, this the \_\_\_\_ day of \_\_\_\_\_, 2016.

/s/ DRAFT  
Superior Court Judge

CONSENTED TO AND AGREED:

SIGNATURE PAGES ATTACHED

**TOWN OF MONTREAT  
FISCAL YEAR 2015-2016  
BUDGET AMENDMENT #6**

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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, 2016.

**Department(s):** Governing Board

**Purpose:** To amend Governing Board Professional Services line item to cover the legal costs and costs to be incurred in the settlement of the civil action Carolyn Zoe Crowder et al v. Town of Montreat et al, Civil Action No 14 CVS 05367 (Buncombe County). The proposed funding is from Appropriated Fund Balance.

**Section 1.** To amend the General Fund as follows:

Line Item	Account Number	Debit Change	Credit Change	Amended Budget
Governing Board – Professional Services	10-00-4100-040	\$85000		\$164,700
Appropriated Fund Balance	10-00-3905-900		\$85000	(\$358,075)

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

---

Finance Officer

---

Date

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

Adopted this 12<sup>th</sup> day of May, 2016.

**Recorded and filed:**

---

Budget Officer/Town Administrator

---

Date

---

Town Clerk

---

Date