

**Town of Montreat
Board of Commissioners Meeting Agenda – Public Forum
August 9, 2018 – 6:30 p.m.
Walkup Building**

I. Call to Order

- Welcome
- Moment of Silence

II. Agenda Adoption

III. Public Comments

IV. Adjournment

**Town of Montreat
Board of Commissioners
Town Council Meeting
August 9, 2018 – 7:00 p.m.
Walkup Building**

I. Call to Order

- Pledge of Allegiance
- Moment of Silence

II. Agenda Adoption

III. Mayor's Communications

IV. Presentations & Reports: Mason Blake on behalf of the Bridge Aesthetics Committee

V. Consent Agenda

A. Meeting Minutes Adoption

- July 12, 2018, Town Council Public Forum Meeting Minutes
- July 12, 2018, Town Council Meeting Minutes

B. Local Water Supply Plan (LWSP) Resolution 18-008-0001

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.

VI. Town Administrator's Communications

- Consent Agenda Review
- Capital Projects Update
- Legislative Update
- Other Items

VII. Administrative Reports

- Administration
- Finance
- Planning and Zoning
- Police
- Public Works and Water
- Sanitation
- Streets

VIII. Public Comment – Agenda Items

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

IX. Old Business

X. New Business

A. Contract Approval: Frist Road Paving Project

- **Suggested Motion:** Move to approve C&T Paving Inc contract in the amount of \$29,378.32 for the Frist Road Paving Project.

B. Contract Approval: Calvin Trail and Texas Road Paving Project

- **Suggested Motion:** Move to approve C&T Paving Inc contract in the amount of \$222,717.26 for the Calvin Trail and Texas Road Paving Project.

I. Public Comment – Other Topics

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

II. Commissioner Communications

III. Meeting Dates

Bid Opening: Town Hall Design-Build Project
Number 2018-004:

Thursday, August 16, 2018
Time & Location to be determined

Bid Selection: Town Hall Design-Build Project
Number 2018-004

Monday, August 20, 2018
1:00 p.m. Location to be determined

Meeting with Top Firms: Town Hall Design-
Build Project Number 2018-004:

Monday, August 27, 2018
Time & Location to be determined

**Montreat Board of Commissioners
Town Council Meeting
August 9, 2018**

Montreat Landcare

Wednesday, September 5, 2018
9:00 a.m. Location to be determined

September Town Council Meeting:

Thursday, September 13, 2018
7:00 p.m. Walkup Building
Public Forum begins at 6:30 p.m.

IV. Closed Session

- **Suggested Motion: To enter into Closed Session in accordance with NCGS §143-318.11(6) for discussion of a personnel matter”**

V. Adjournment

REPORT AND RECOMMENDATIONS OF THE MONTREAT BRIDGE AESTHETICS
COMMITTEE TO THE MONTREAT TOWN COUNCIL

August 1, 2018

The Montreat Bridge Aesthetics Committee (the “Committee”) was formed to study and provide recommendations to the Montreat Town Council concerning the design and aesthetic features of the Texas Road Extension Bridge. The bridge is scheduled to be repaired and converted to a pedestrian bridge. Although the Committee’s primary charge was to make design and aesthetic recommendations, the Committee was required to make a preliminary assessment and analysis of the safety improvements and repairs to the bridge that will be required to arrive at its recommendations.

The Montreat Town Council initially appointed the following persons to serve as members of the Committee: Jane Alexander, Mason Blake, Randi Collie, Shannon Ingersoll, Robin Melvin, Walter Somerville and Robert Wynne. Robert Wynne resigned as a member of the Committee after its first meeting due to conflicts between the Committee’s meeting schedule and his prior commitments. After the first meeting, the Montreat Town Council appointed Kent Otto as an additional member of the Committee.

The initial and organizational meeting of the Committee was held on April 26, 2018. Subsequent meetings were held on May 24th, June 14th, July 10th, July 26th and August 1st. The following is a brief summary of each meeting of the Committee:

April 26, 2018 Meeting

A. Persons Attending

- Committee members present: Jane Alexander, Mason Blake, Randi Collie, Shannon Ingersoll, Robin Melvin and Walter Somerville
- Town staff present: Angie Murphy, Town Clerk
- Members of public attending: Kent Otto

B. Matters Discussed and Actions Taken

- Election of officers: Mason Blake was selected to be chairperson, Robin Melvin was selected to be vice-chairperson and Jane Alexander was selected to be secretary
- Rules and Procedures: The Committee adopted a proposed set of Rules and Procedures to govern its deliberations.
- Meeting Dates and Times Set: The Committee scheduled meetings on May 24th, June 14th, July 10th, July 26th, August 9th and the second Thursday of

each month thereafter if needed until the Committee had concluded its deliberations.

C. Committee Goals and Objectives

- The Committee agreed that its meetings and deliberations should encourage maximum public participation. Multiple meetings were scheduled in June and July to give summer residents the ability to provide input to the Committee's deliberations. Public comment was included as a part of every agenda. Announcements and publications concerning the Committee's meetings were authorized and encouraged. Pursuant to this decision, notifications concerning the Committee's meetings were published in the Montreat Cottagers Association newsletter, announced at the Montreat Cottagers Association meeting and sent on-line by the Town to subscribers of its "Sunshine List."
- The Committee also recognized that it was important to educate the public about the role of the Committee. The future function of the bridge as a pedestrian only bridge had already been decided and was not an issue before the Committee.
- The Committee reviewed the need to obtain input from the Town staff concerning various technical issues related to the current condition and needed repairs to the bridge, required safety improvements and the Town's budget for the project. The Committee decided to make these topics the focus of its May 24th meeting.

May 24, 2018 Meeting

A. Persons Attending

- Committee members present: Jane Alexander, Mason Blake, Robin Melvin, Kent Otto and Walter Somerville
- Town staff present: Alex Carmichael, Town Administrator, and Angie Murphy, Town Clerk
- Members of public attending: none

B. Public Discussion

- There were no members of the public present at the meeting. Mason Blake shared with the committee the stone bridge suggestions he received in the mail from Nancy Thomas. The materials received from Ms. Thomas included pictures, a sketch and other materials. Robin Melvin suggested that the Committee solicit the advice and participation of members of the public who have expertise that could assist the Committee's deliberations. The Committee concluded that was a good suggestion and encouraged members to do so.

C. Matters Discussed and Actions Taken

- The Committee again discussed the importance of public involvement, and of the Committee being open, transparent, welcoming of public input and respectful of all views and suggestions. Mason Blake reported that he prepared an article concerning the Committee's meetings that was submitted for publication in the Montreat Cottagers Association newsletter.
- The Town Administrator reviewed the results of the 2017 Texas Road Bridge Inspection Report prepared by KCI Associates of NC ("KCI"), an engineering firm that had been engaged by the Town, and an Executive Summary of the Inspection Report and Recommendations for Maintenance Repairs prepared by the Town staff. KCI has determined that the bridge structure in its current condition can support pedestrian loading. Safety concerns that need to be addressed are (i) installing new pedestrian bridge rails, (ii) correcting the current uneven bridge surface, (iii) installing bollards to prevent vehicles from using the bridge, and (iv) design features to direct traffic to the center of the bridge and away from the structurally compromised edges of the bridge. Although the bridge is in fair condition and has a remaining useful life of 20 years, structural concerns, particularly the structurally compromised 3 1/2' edge of the timbers along each side of the bridge, must be addressed as well as safety concerns.
- The Town administrator explained that the budget for the project in the current budget would be \$20,000.00. The Committee discussed the possibility of raising additional funds for the bridge project through private donations if the recommended improvements exceeded the Town's budget.
- The Committee discussed preliminary ideas and suggestions concerning the aesthetic aspects of the bridge. The possible use of planters and landscaping were discussed, with reference the bridge at Lake Lure as an example of this approach. A possible covered bridge was discussed and examples of this approach in other communities were noted. The style and design of other pedestrian wood bridges in Montreat were discussed.
- The Committee decided that before proceeding further to discuss the design of the bridge, more information regarding the required repair of the bridge was needed. The Committee decided that the members would take tours, two at a time, of the bridge with Public Works Director Barry Creasman. Pursuant to this discussion, each member of the Committee met with Barry Creasman to inspect the bridge and its condition between the May 24th meeting and the June 14th meeting of the Committee.

June 14, 2018 Meeting

A. Persons Attending

- Committee members present: Jane Alexander, Mason Blake, Randi Collie, Shannon Ingersoll, Robin Melvin, Kent Otto and Walter Somerville
- Town staff present: Alex Carmichael, Town Administrator, and Barry Creasman, Town Public Works Director
- Members of public attending: Peggy Scheu, Tom Frist, Suzanne Sloan, Sam Sloan, Margaret Bauer, George Sanger and Hugh Alexander

B. Public Discussion

- Peggy Scheu indicated she wanted to ensure the Town's budget was adhered to and was concerned that any plantings and landscaping recommended were appropriate to the growing conditions and did not result in significant maintenance costs.
- Tom Frist stated that he favored a covered bridge that would be accompanied by seating areas on the bridge, pots with plants at various location and a small park area with seating and picnic tables on the Town's land located west of the bridge. He suggested using wood and stone materials. He presented a conceptual drawing of the bridge he proposed and proposed the name "Shalom Bridge."
- Sam and Suzanne Sloan agreed with the concept of a covered bridge and stated that it would be an attractive addition to the community.
- Margaret Bauer also agrees that a covered bridge would be a very attractive design for the bridge.
- George Sawyer expressed his support for the concept of a covered bridge.
- Hugh Alexander indicated he liked the covered bridge and other concepts articulated by Tom Frist, including the use of wood and stone materials and design elements.
- Emailed suggestions received from Patti Pyle (using birdhouses as a design element) and Bruce Burdett (suggesting a covered bridge, with benches along the sides, landscaping, and brick paving of the pathways leading up to the bridge) were also discussed.

C. Matters Discussed and Actions Taken

- Several members of the Committee, including Jane Alexander and Robin Melvin, expressed their support for a covered bridge design. Randi Collie shared various pictures of a covered pedestrian bridge in another community and pointed out design elements that were incorporated in that bridge. Other members of the Committee remarked that using the design elements of stone and wood would be attractive and reflect the character of Montreat. It was noted that the bridge could be a major visual landmark in Montreat, and that a small park area next to the bridge would provide a location for informal

gatherings and to view the activities on Welch Field. The Committee discussed the possibility of constructing the bridge in two phases. The first phase would include at a minimum the required structural repairs and safety improvements. The second phase would include design and aesthetic elements and improvements that cost in excess of the Town's \$20,000 budget.

- The Committee discussed their bridge inspections and related discussions with Barry Creasman, and discussed repair alternatives. An important factor is avoiding obtaining a permit from the U.S. Army Corps of Engineers ("ACOE") in connection with the bridge repairs. Obtaining an ACOE permit would cause inordinate delay and expense. Thus, the bridge repair strategy adopted must not require an ACOE permit. Shannon Ingersoll pointed out that the repair strategy adopted must also be cognizant of repairs that will be required in approximately 20 years to the head wall and wing walls of the bridge.
- The Committee discussed several possible approaches and combinations thereof to the bridge project. These included (i) building a "bridge over the bridge" or "floating bridge" to eliminate the need to repair the existing bridge surface and/or timbers, (ii) cutting down the sides of the existing timbers, which are structurally degraded, reducing the current width of the bridge to the width of the outside steel beams, and (iii) resurfacing the current bridge (including replacing the existing timbers on top of the steel beams if that could be done without obtaining an ACOE permit). The Committee also noted that costs could be saved if the repairs could be completed using the Town's public works crew instead of an outside contractor.
- The Committee determined that it could not move forward with a discussion of recommendations until more was known concerning the amount and type of repair work that could be accomplished without an ACOE permit. Alex Carmichael was asked to have further discussions with KCI to determine the extent of the repair work to the bridge that could be accomplished without an ACOE permit.

July 10, 2018 Meeting

A. Persons Attending

- Committee members present: Jane Alexander, Mason Blake, Robin Melvin, Kent Otto and Walter Somerville
- Town staff present: none
- Members of public: Laura Spangler, Judy Gregory and Scott Gregory

B. Public Discussion

- Laura Spangler expressed her desire for the bridge to be strictly pedestrian and indicated she liked the concept of a covered bridge.

- Scott Gregory suggested that the Town utilize the existing bridge structure to the extent reasonably possible. He indicated his support for a covered bridge design.

C. Matters Discussed and Actions Taken

- Mason Blake reported on his meeting with Alex Carmichael, who was unable to attend the Committee's meeting due to a conference he was attending. Alex had spoken with KCI regarding the repair of the bridge and what repairs could be accomplished without the need for an ACOE permit. He reported that the approximate 3 1/2' edge of the timbers along each side of the bridge can be removed without obtaining an ACOE permit. KCI also indicated that all of the timbers on top of the steel beams can be removed without the need for an ACOE permit. Alex indicated, however, that due to the current heavy workload of the public works department staff, it might be more appropriate for an outside contractor to make the bridge repairs. The design of the bridge which is adopted and the timetable for the repairs will impact the ability of the Town staff to do the work. Alex also indicated he had received a favorable response to his inquiry to the UNC School of Government concerning the ability to raise private funds to pay for the cost of the bridge project if it exceeded the Town's budget. The Committee discussed asking the Montreat Cottagers Association to form a "Friends of the Montreat Bridge Committee." The Friends of the Montreat Bridge Committee would provide a fundraising vehicle for members of the community who desire to raise funds to pay for bridge improvements that exceed the Town's budget. Walter Somerville noted that the community had the ability to create another "landmark" for Montreat, but that this would cost substantially more than the Town's \$20,000 budget.
- The Committee then discussed a schedule for concluding its deliberations and recommendations. The Committee will continue to obtain public input and suggestions at its meeting on July 26th. At that meeting, the Committee will begin discussions concerning, and attempt to reach preliminary agreement on, a report and recommendations to the Town Council concerning the bridge and related improvements. The Committee will endeavor to adopt a final report and recommendation to the Town Council at its meeting on August 9th.

July 26, 2018 Meeting

A. Persons Attending

- Committee members present: Jane Alexander, Mason Blake, Randi Collie, Shannon Ingersoll, Robin Melvin, Kent Otto and Walter Somerville
- Town staff present: Alex Carmichael, Town Administrator, and Angie Murphy, Town Clerk
- Members of public: Amy Blake, John Hinkle and Tom Frist

B. Public Discussion

- Members of the public did not have any comments to make during the public discussion portion of the meeting. Tom Frist and John Hinkle did offer some comments during the Committee's later discussions.

C. Matters Discussed and Actions Taken

- In further discussions regarding structural and safety improvements, Randi Collie noted she had concerns about locating seating on the bridge and suggested seating be limited to the proposed park area. In further discussion about structural improvements, Shannon Ingersoll noted that the construction plans should take into consideration the remaining life of, and future need to replace, the headwalls and wing walls.
- In further discussion of potential aesthetic improvements, Walter Somerville circulated a picture of a covered walking bridge with open sides and various wood and stone design elements. Numerous positive comments concerning the design of this bridge were made by those in attendance. Randi Collie circulated a picture of the design of the beams at the entry of the Chapel of the Prodigal and suggested this type of design could be replicated on the bridge. Numerous positive comments concerning this suggestion were made by those in attendance.
- The Committee discussed a draft outline of recommendations to the Town Council regarding the construction and design of the bridge. Numerous suggestions and comments were made by various Committee members. As part of the recommendation, the Committee suggests the bridge project be separated conceptually into two phases, with the first phase including needed safety and structural improvements and the second phase including (i) a roof (with supporting columns) for the bridge, (ii) stone and design elements that could not be included in the Town's initial budget, and (iii) a park area on the west side of the bridge. Robin Melvin suggested that if fundraising efforts for phase two were successful early on, the bridge could be constructed in a single phase. The Committee agreed that this would be the best approach if it is feasible.
- The Committee discussed a draft Report to the Town Council that will incorporate its recommendations. The Committee also discussed providing a preliminary verbal report to the community at the Montreat Cottagers, Inc. meeting scheduled for August 4, 2018. The Committee agreed to schedule an additional meeting on August 2, 2018 to finalize approval of a recommendation to the Town Council in advance of the Council's meeting on August 9, 2018. Finally, there was general discussion of possible fundraising strategies for phase two of the bridge, with John Hinkle offering several very excellent suggestions.

August 1, 2018 Meeting

A. Persons Attending

- Committee members present: Jane Alexander, Mason Blake, Randi Collie, Shannon Ingersoll, Robin Melvin, Kent Otto and Walter Somerville
- Town staff present: Angie Murphy, Town Clerk
- Members of public: Emory Underwood, Ashton Phelps and Mary Standaert

B. Public Discussion

- Members of the public did not have any comments.

C. Matters Discussed and Actions Taken

- Mason Blake reported that he spoke with both Mayor Helms and Righton McCallum regarding the Committee making a report of its deliberations to the community at the Montreat Cottagers meeting on August 4, 2018. Neither had any objection.
- The Committee discussed a revised draft of its Report to the Town Council that incorporated its recommendations. Robin Melvin suggested adding a statement recommending that the Town Council consider including funding for any unfunded portion of the first phase or the second phase of the bridge project in its budget for the fiscal year 2019-2020 (and if needed later years). The Committee agreed with this suggestion. The Committee unanimously approved the report and recommendations of the Montreat Bridge Aesthetics Committee with this revision.
- Various aspects of the presentation and report to be given at both the Cottagers Association and Town Council meetings were discussed. The Committee, having concluded its assigned duties, determined that it would not meet on August 9, 2018.

Final Recommendations

Based on the foregoing meetings and deliberations, the Montreat Bridge Aesthetics Committee respectfully submits the following recommendations to the Montreat Town Council:

1. The Committee recommends the existing Texas Road bridge be reconstructed as a covered pedestrian bridge with wood and stone design elements and open sides. The concept of a covered bridge was suggested and strongly supported by members of the public that appeared before the Committee. The Committee believes the covered bridge will be a project that unifies the community and adds a significant new landmark feature to the Montreat landscape.
2. Due to the amount of funding included in the 2018-2019 Town budget (i.e., \$20,000.00), the Committee recommends the bridge project be separated, at

least conceptually, into two phases. The first phase would use the current 2018-2019 Town budget of \$20,000.00 to (a) design and estimate the cost of both phases, and (b) construct the first phase.

3. The Committee recommends the first phase of construction utilize the existing bridge structure to the extent reasonably possible. The Committee advises the Town Council that the engineer, in designing the project, will need to consider the useful life of, and need to repair or replace in the future, the existing headwalls and wingwalls of the bridge. The Committee also advises the Town Council that a structural engineer may need to be consulted in the design process.
4. The Committee recommends that the first phase of construction make needed structural improvements to the bridge. The first phase would include either (a) removing the approximate 3 1/2' edge of the timbers along each side of the bridge (to the edge of the underlying steel beams), and then resurfacing the top of the remaining portion of the timbers, or (b) removing all of the existing timbers along the top surface of the bridge and install new narrower timbers in their place. A more expensive alternative that would not utilize the existing structure as extensively would be to construct a "bridge over the bridge," with new supporting structures being installed.
5. The Committee recommends that the first phase of construction also include needed safety improvements to the bridge. These include resurfacing the bridge, installing a handrail along each side of the bridge, installing bollards to prevent vehicular traffic on the bridge, and installing design elements directing pedestrian traffic onto the bridge.
6. The Committee recommends that the Town Council combine the first phase of construction and the second phase of construction if a fundraising effort for the second phase (which is discussed below) raises the funds needed for construction of the second phase within a time frame that allows combining the two phases. The Committee also recommends that the Town Council consider including funding for any unfunded portion of the first phase or the second phase of the bridge project in its budget for the fiscal year 2019-2020 (and if needed later years).
7. The Committee recommends that the second phase of construction include (a) a cover/roof over bridge, (b) a small park area in the area west of the bridge, and (c) design elements and features that cannot be included in the first phase due to budgetary constraints. In creating the design for the bridge and park area, the installation of appropriate seating should be considered, and the incorporation of appropriate, low-maintenance landscaping/plantings and/or stone features at or near the entrance to the bridge should be considered. An "Arts and Crafts" or similar design theme consistent with Montreat architectural styles should be utilized.
8. Both phases of construction should use wood and stone as materials and design elements. Careful attention should be given to these design elements. The Committee has attached to its report pictures of bridges in other localities that reflect the type of design and design detail favored by the Committee. Sketches

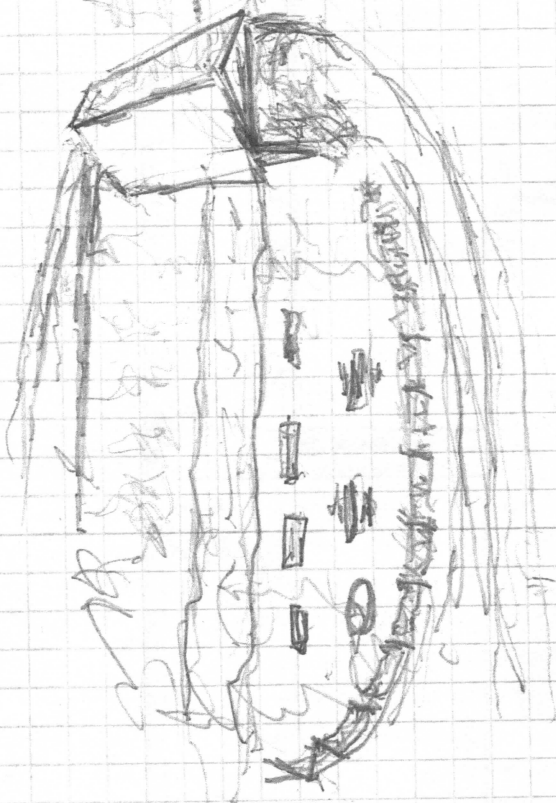
and materials submitted to the Committee by members of the public are also attached to the Committee's report.

9. The Town Council should enter into discussions with a Friends of the Montreat Bridge Committee, assuming the same is formed under the auspices of the Montreat Cottagers, Inc. or another community organization. It is contemplated that the Friends of the Montreat Bridge Committee and the Town would enter a donation agreement under the terms of which the committee would raise funds for all or a significant portion of the cost of constructing the second phase of the bridge. Naming rights, the installation of plaques and memorials, and other matters relevant to fundraising would be incorporated in the donation agreement. Under the terms of the donation agreement, the Friends of the Montreat Bridge Committee would also advise and consult with the Town Council concerning the design of each phase of the bridge.

Respectfully submitted to the Town Council by the members of the Montreat Bridge Aesthetics Committee this 1st day of August, 2018.

Jane Alexander
Mason Blake
Randi Collie
Shannon Ingersoll
Robin Melvin
Kent Otto
Walter Somerville

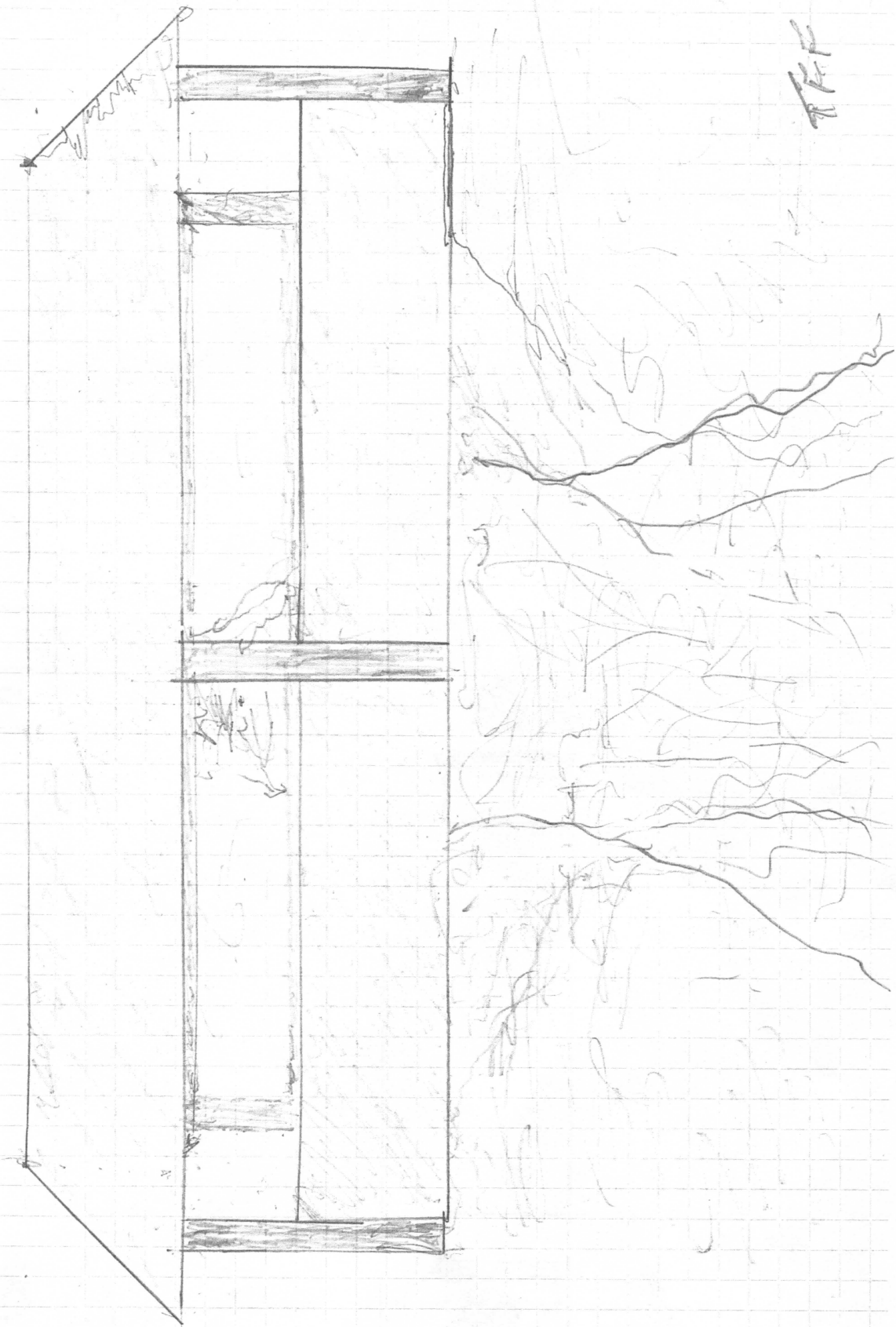




Shalom Bridge

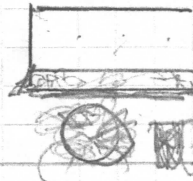
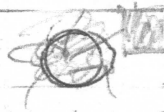
1/15/12

10





11
12
13



April 18, 2018

Dear Mason -

Sorry about Wednesday - was looking forward to meeting you!

Enclosed is a memory sketch of that stone "Montreat" style that is original and unique to Montreat.

It's what our original bridges looked like.

H When cars and teenagers were merged after the 1960's this bridge* was destroyed, piece by piece, until the NC DOT put the current fortified one in place of it, along with bigger + bigger guard rails creeping in until the shiny metals became dominant. The peaceful aesthetics had disappeared. Many of us consider it a real eyesore compared to what we grew up with.

I became very concerned about the loss of original character when plans for the Texas Rd. replacement bridge was unveiled at a town meeting. I contacted the wonderful people in Asheville - well Olen - our Cultural and Natural Resources representatives, Annie McDonald and Jennifer Kathey. They brought

(* at Lockout and Assembly)

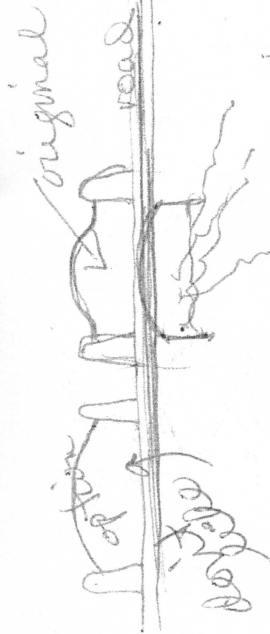
in René G-Early in Raleigh. She came to the site at their request, because she, too, along with many others, were concerned about the impact of such an unsightly replacement idea from NCDOT. She reviews the applications, works for the NCDOT, and knew the plan wasn't historically appropriate.

In trying to suggest a possible replacement design I sketched my memory of the other Lookout/Assom. bridge and sent it to her - before she reviewed the big bridge application.

I tell you this so you'll know how & why the sketches were made - to try and give her a picture of what a replacement bridge at Texas Rd. might possibly look like, blending into the surroundings quietly.

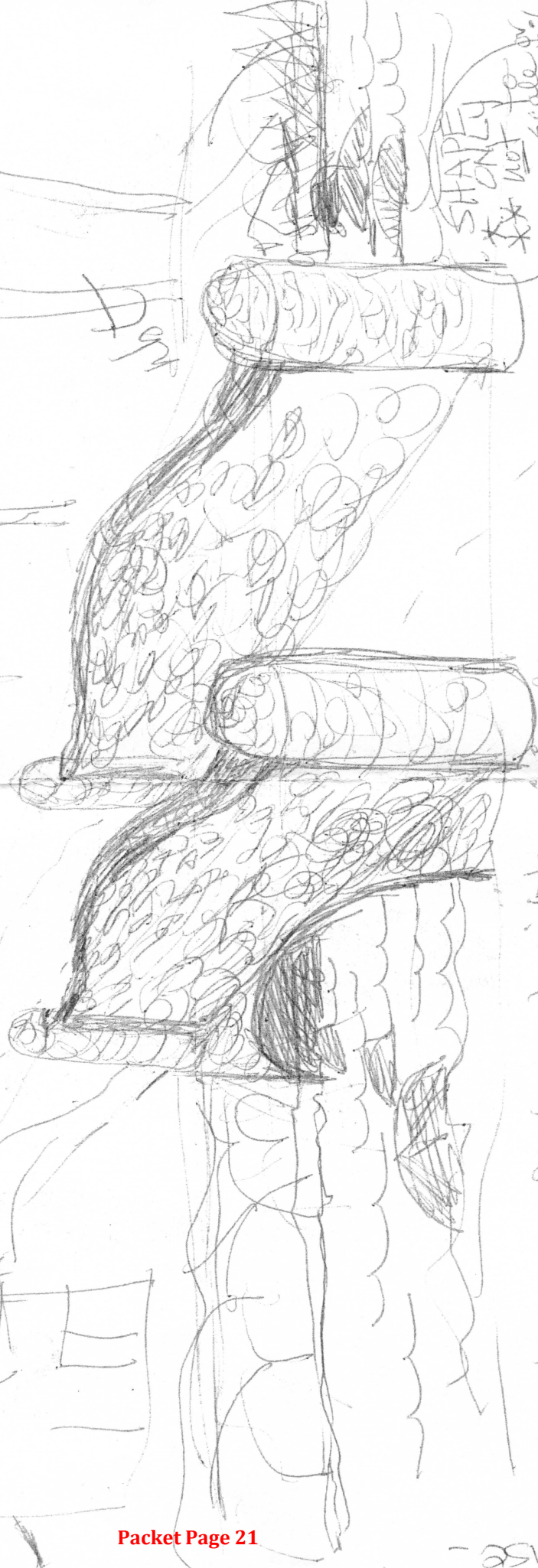
Being seasonal, and not part of the core residents dealing with the Texas Rd. project, I just sorta faded into the moss, attending to other matters. Now that your committee has been formed and ready to tackle it, I wanted you to have this background on the stone approach, in the event it is appealing, structurally possible, and so on.

Many thanks - Nancy Thomas



road river stone

"Montreal
style"



options - flat + straight - original

- raised curve with arch beneath - no original proportion
- could fit curve in road
- could be foot bridge - or wider
- could be one lane vehicular - no trucks -

SHAPLEY
ONLY
NOT TO
SCALE OR
PROPORTION





Say something

**Town of Montreat
Board of Commissioners
Town Council Meeting – Public Forum
June 14, 2018
Walkup Building**

Board members present: Mayor Tim Helms
Mayor Pro Tem Kent Otto
Commissioner Kitty Fouche
Commissioner Bill Gilliland
Commissioner Alice Lentz
Commissioner Tom Widmer

Board members absent: None

Town staff present: Alex Carmichael, Town Administrator
Angie Murphy, Town Clerk
Adrienne Isenhower, Zoning Administrator

Approximately 19 members of the public were also present. Mayor Helms called the Public Forum to order at 6:30 p.m., and held a moment of silence.

Agenda Approval

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

Public Forum

Mr. Tom Frist of 98 Frist Road asked for an update on road names, Google and the US Postal Service. Mr. Carmichael stated this matter had been further complicated by the recent annexation of the new Town Hall site. Mayor Pro Tem Otto recently visited the Board of Elections to discuss this matter and while he had no new information to report he was pleased to advise that he had laid the groundwork to continue more positive dialogue between the Town of Montreat Board and the Board of Elections. Mayor Pro Tem Otto stated that he has written numerous emails to Google with no response.

Mr. Ron Vinson of 136 Quillan Lane stated that he recently ordered something from Staples and there was an “over-ride” option for local mail and package carriers which allowed the system to accept his Montreat address.

Mayor Helms took a moment to explain the “addressing situation”. For many Montreat residents the address for voting purposes is listed as Black Mountain. This means that you cannot use your voter registration identification to get your driver’s license because it does not have Montreat listed as the appropriate town.

Mr. Mike Sonnenberg of 125 Virginia Road thanked the Commission for all their hard work and the time they put in serving Montreat.

Mrs. Jean Norris of 192 Mississippi Road expressed her concerns regarding relations between the Town of Montreat and Montreat College. Mrs. Norris stated that she did not see much contribution from the College to the Town and questioned as the College grows how the Town can convert College-owned properties to the tax base.

Mayor Helms stated that Mountain Retreat Association gives us regular monetary contributions. In the past Mayor Helms has asked Dr. Maurer of Montreat College to contribute and Dr. Maurer has stated that the College is just trying to get ahead right now. Mayor Helms also stated that Montreat College does not have a lot of room to grow. The College will be using dormitory space at Ridgecrest and at Lookout Lodge during the upcoming semester. Future investments would go to the Town of Black Mountain because of the property the College owns down there. Any buildings vacated by the College would revert to MRA.

Mr. Mike Sonnenberg of 125 Virginia Road also felt that Montreat College should be contributing financially but pointed out they contributed in other ways such as events around campus, helping clean up the Town and a lot of involvement with Community residents.

Mayor Helms pointed out the relationship between the Town and the College is good and cooperative not adversarial at all.

Commissioner Tom Widmer stated that parking was a huge issue with the College and they worked with the Town and the MRA to rectify this problem in the upcoming school year.

Mayor Helms stated that the taxpayers of Montreat carry all of the burden because both the College and the MRA are exempt from taxes.

Mr. Wade Burns of 232 North Carolina Terrace stated that both institutions contribute to the vitality of the community.

Sara Baughman of Montreat College stated that Montreat College Athletes will be back on campus on August 3rd. The College has a parking plan in place for the upcoming school year. One permit will allow parking at the Montreat Campus while the blue permit will allow for parking at the Black Mountain Campus with a shuttle service. Ms. Baughman stated this year will be another record year for enrollment. She also mentioned that students are always looking for ways to volunteer within the community and if you need help with anything to contact her and she will put you in contact with some students for assistance.

Mrs. Robin Melvin of 246 Texas Road Spur had comments with regards to the Tree Management Plan which will be discussed during the regular meeting tonight. Mrs. Melvin stated that with the recent floods a lot of the culverts are clogged by trees and 95% of them are hemlocks. She is

concerned about the next 2-5 years and having some of the giant hemlocks fall and cause additional problems.

Mr. Carmichael stated that \$10,000 has been allotted in the budget for tree removal and the Town has a Certified Arborist on staff as well as a bucket truck to facilitate removing trees.

Mrs. Melvin questioned the protocol for felled trees.

Mayor Helms stated that Town Staff can always be contacted to come out and see if the tree in question is on Town right-of-way or private property.

Mr. Brinkley Melvin of 246 Texas Road Spur asked what the right-of-way was. Mayor Helms stated that it was 20 feet from the center line in most places in Montreat.

Mayor Pro Tem Otto pointed out that there is a flier called "A Tree Has Fallen! What should I do?" included in the Tree Management Plan. Mrs. Ann Vinson of 136 Quillan Lane, who put together this flier, stated that the flier can be found on the Town website or at the Town Services Building.

Mr. Ashton Phelps of 433 Kentucky Road stated that he recently had a dead tree and he informed Mr. Carmichael who sent out Mr. Creasman for help as soon as possible.

Adjournment

Commissioner Gilliland moved to adjourn the Public Forum. Commissioner Alice Lentz seconded and the meeting was adjourned 5/0 at 6:58 p.m.

Tim Helms, Mayor

Angie Murphy, Town Clerk

**Town of Montreat
Board of Commissioners
Town Council Meeting
June 14, 2018
Walkup Building**

Board members present: Mayor Tim Helms
Mayor Pro Tem Kent Otto
Commissioner Kitty Fouche
Commissioner Bill Gilliland
Commissioner Alice Lentz
Commissioner Tom Widmer

Board members absent: None

Town staff present: Alex Carmichael, Town Administrator
Angie Murphy, Town Clerk
Lee Blevins, Police Officer
Barry Creasman, Public Works Director
Erin Marie Wheeler, Interim Finance Officer
Adrienne Isenhower, Zoning Administrator

Approximately 25 members of the public were also present. Mayor Helms called the meeting to order at 7:00 p.m., led the group in reciting the Pledge of Allegiance, and held a moment of silence.

Agenda Approval

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

Mayor's Communications

Mayor Helms thanked Barry Creasman, Public Work Crews, Town Staff and the Police for putting in numerous hours during the flooding. Mr. Carmichael stated that when he was first hired he was impressed by the dedication of the Staff to the Town. He further expressed how proud he was to be a member of the team.

Consent Agenda Review

The proposed Consent Agenda will include the following items:

- June 7, 2018, Town Council Budget Workshop
- June 14, 2018, Town Council Public Forum Minutes
- June 14, 2018, Town Council Meeting Minutes
- June 26, 2018, Special Meeting Minutes
- June 28, 2018, Special Meeting Minutes

Town Administrator's Communications

- Mr. Carmichael did not have a safety update this evening.
- Mr. Carmichael stated that Montreat has grown! The Town of Montreat, through annexation, has acquired the site of the proposed new Town Hall and the parking lots. Mr. Carmichael gave a brief summary of the legislative action that took place for this annexation and thanked the representatives who were involved in the bill.
- Mayor Pro Tem Otto asked how the Bulk Pickup dates were set each year. He suggested that perhaps since most homeowners come in May to clean that we should do it earlier than July.

Administrative Reports

Administration: Reports were in written form as requested by Council.

Finance: Reports were in written form as requested by Council.

Planning and Zoning: Reports were in written form as requested by Council.

Police: Reports were in written form as requested by Council.

Public Works and Water: Reports were in written form as requested by Council.

Sanitation: Reports were in written form as requested by Council.

Streets: Reports were in written form as requested by Council.

Public Comments

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

There were no public comments at this time.

Old Business

There was no Old Business at this time.

New Business

- A. Tree Management Plan: Commissioner Fouche moved to approve the Town of Montreat Tree Management Plan. Commissioner Alice Lentz seconded the motion. Commissioner Fouche stated that Mrs. Ann Vinson and her Committee did a fantastic job with the Tree Management

Plan. She stated that it was full of information and will be included on the new website and the Tree Board should be commended. Commissioner Lentz seconded Commissioner Fouche's comments wholeheartedly. Commissioner Lentz stated the report was comprehensive and full of essential resources. After a brief discussion by the Commissioners Mrs. Ann Vinson moved forward with her presentation of the Tree Management Plan. Mrs. Vinson discussed who this guide will benefit and what will be included in the plan. Mrs. Vinson acknowledged those in attendance who assisted with the Tree Management Plan. The motion carried 5/0.

- B. Policy Updates: Conflict of Interest Policy: Mr. Carmichael gave a brief explanation of the recently adopted uniform guidelines and stated that any municipality that receives federal dollars are required to have procedures in place adopted by policy. Mr. Carmichael stated that the amendment is to an already adopted policy with few changes. Commissioner Gilliland moved to approve the Conflict of Interest Policy as presented. Commissioner Widmer seconded and the motion carried 5/0.
- C. Policy Updates: Uniform Guidelines Procurement Policy: Mr. Carmichael gave a brief explanation of the recently adopted uniform guidelines and how it pertains to the procurement policy. Commissioner Gilliland moved to approve the Uniform Guidelines Procurement Policy. Mayor Pro Tem Otto seconded and the motion carried 5/0. Commissioner Widmer asked Mr. Carmichael how he will communicate this change with everyone it effects. Mr. Carmichael stated that he will provide revised copies of the old policy for those key people to sign.
- D. FY 17/18 Budget Amendment #22: Mrs. Wheeler stated that in discussions with auditors she realized there were accounts within the ordinance that did not balance. The corrections are being made with this Budget Amendment. Commissioner Gilliland moved to approve Budget Amendment #22 as presented. Commissioner Widmer seconded and the motion carried 5/0.
- E. FY 17/18 Budget Amendment #23: Mrs. Wheeler stated that in reviewing the ordinance she noticed that in indirect cost allocation a positive number was supposed to be negative. Mrs. Wheeler further made this correction by increasing the dollar amount on the contract with Land of Sky. Commissioner Gilliland moved to approve Budget Amendment #23 as presented. Commissioner Fouche seconded and the motion carried 5/0.
- F. FY 17/18 Budget Amendment #25: Mrs. Wheeler stated that the interfund transfers need to match and just like with last year's budget we have more revenue than expenditures so she is increasing interest expense to make it match. Commissioner Gilliland moved to approve Budget Amendment #25 as presented. Commissioner Lentz seconded and the motion carried 5/0.
- G. FY 17/18 Budget Amendment #24: Mrs. Wheeler stated that she was adding another special revenue fund for FEMA due to a sewer line that broke. These monies should be refunded by

FEMA in time. Commissioner Gilliland moved to approve Budget Amendment #25 as presented. Commissioner Fouche seconded and the motion carried 5/0.

Public Comments-Other Topics

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

Mr. Brinkley Melvin of 246 Texas Road Spur asked what the timeline is on Texas Road improvements and an update on the trees at the post office with the woolly adelgid. Mrs. Ann Vinson stated that Mr. Rusty Frank gave a presentation to the Tree Board which confirmed that reproduction has been successful with the beetles. The beetles are beginning to spread and it looks to be a successful endeavor. Mr. Melvin asked if the Town was replenishing the beetles. Mr. Ann Vinson stated that at this point it is all up to the beetles and Mother Nature. In response to the question about Texas Road Spur Mr. Creasman stated that he was currently putting bids together for all paving jobs. Mr. Melvin asked if sewer work would be involved. Mr. Creasman explained that 200 feet of water line would be replaced which would best be completed once all the summer crowds have left for the season.

Commissioner Communications

Mayor Helms thanked the Cottagers Association for their recent contribution to the Town of Montreat.

Commissioner Fouche recently attended a reception for Children in Park Track Trails. She encouraged everyone to visit the new kiosk at the base of Moore Center. Commissioner Fouche feels blessed that Montreat has these new programs and feels we need to get the kids out using them. The recent brochure created by Landcare has been reprinted with "hot spots" included. Commissioner Fouche also expressed her thanks to everyone who attended the evening's meeting even with all the rain.

Commissioner Widmer publicly thanked Mr. Jim Williamson for his help on restructuring the RFQ which has been reissued in a simplified form. Commissioner Widmer believes we will receive stronger bids as a result of Mr. Williamson's work. Commissioner Widmer also stated that next week the Town will start advertising for a Project Manager. Commissioner Widmer also gave a brief update of the work of the Communications Advisory Committee. Commissioner Widmer stated that this time next month the Town will be rolling out the new website-be on the lookout!!

Mayor Pro Tem Otto stated that he has worked with MRA and Montreat College recently and he has found an openness in communication between all the entities. Mayor Pro Tem Otto

mentioned that the City of Asheville might move into even-year elections and if that occurs the added costs to run our elections would be substantial.

Commissioner Lentz also stated that the RFQ had been simplified rather nicely. She mentioned that the General Assembly had completed its de-annexation/annexation and now the property for the proposed Town Hall and the surrounding parking lots are in Montreat, NC. Commissioner Lentz thanked Mr. Carmichael, the Black Mountain Board of Alderman and the Mayor for all their hard work on this endeavor. Commissioner Lentz also discussed an upcoming “Arts, Music & Theology Series” which will be fun and collaborative! Perrin Wright will be speaking and Commissioner Fouche will be giving him a resounding introduction.

Upcoming Meeting Dates

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

<u>Tree Board:</u>	Tuesday, July 24, 2018 9:30 a.m. Town Services Building
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<u>Bridge Aesthetics Committee:</u>	Tuesday, July 26, 2018 2:00 p.m. Location to be determined
-------------------------------------	---

<u>Bid Opening: Town Hall Design-Build Project Number 2018-004:</u>	Monday, July 30, 2018 Time & Location to be determined
---	---

<u>Montreat Landcare:</u>	Wednesday, August 1, 2018 9:00 a.m. Location to be determined
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<u>August Town Council Meeting:</u>	Thursday, August 9, 2018 7:00 p.m. Walkup Building Public Forum begins at 6:30 p.m.
-------------------------------------	---

<u>Bid Evaluation & Selection of Short List: Town Hall Design-Build Project Number 2018-004:</u>	Friday, August 10, 2018 Time & Location to be determined
--	---

<u>Meeting with Top Firms: Town Hall</u>	Monday, August 27, 2018
--	-------------------------

**Montreat Board of Commissioners
Town Council Meeting Minutes
July 12, 2018**

Design-Build Project Number 2018-004:

Time & Location to be determined

Mr. Carmichael thanked Mountain Retreat Association for all of their hard work on the 4th of July parade.

Adjournment

There being no further business, Commissioner Gilliland moved to adjourn the Town Council Meeting. Commissioner Widmer seconded and the motion carried 5/0. The meeting was adjourned at 8:02 p.m.

Tim Helms, Mayor

Angela Murphy, Town Clerk



TOWN OF MONTREAT

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RESOLUTION 18-008-0001 FOR APPROVING LOCAL WATER SUPPLY PLAN

WHEREAS, North Carolina General Statute 143-355 (l) requires that each unit of local government that provides public water service or that plans to provide public water service and each large community water system shall, either individually or together with other units of local government and large community water systems, prepare and submit a Local Water Supply Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Local Water Supply Plan for the Town of Montreat, has been developed and submitted to the Board of Commissioners for approval; and

WHEREAS, the Board of Commissioners finds that the Local Water Supply Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for the Town of Montreat, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Montreat that the Local Water Supply Plan dated May 2018, is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

BE IT FURTHER RESOLVED that the Board of Commissioners intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

This the _____ day of _____, 20_____.

Name: _____

Title: _____

Signature: _____

ATTEST:



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ADMINISTRATIVE REPORTS: Town Administration

Town Administration report for the period beginning July 1 and ending July 31, 2018.

Monthly Statistics

Public Meetings	4.5
Inter-Organizational /Intergovernmental Meetings	1/3
Agendas Prepared	3
Minutes Transcribed	4
Resolutions Drafted	0
Public Records Requests Processed	1
Water Bills Processed	674
Leak Adjustments	25
New Water Accounts Established	0
Purchase Orders	
Account Reconciliations	
Journal Entries Approved	
Professional Development Hours	5
Sunshine List Messages	5
Website Posts	5
Social Media Posts	5
Code Red Alerts	0
Workers Compensation Claims	1

Upcoming Events and Schedule Changes

- Evaluation and Selection of Design-Build Firm – August 10, 2018, 10:00 a.m.

Comments

- N/A

Staff Communications

Town of Montreat
June/July 2018 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>
	Montreat College	400-B Assembly Drive	N/A	5374	6/1/2018	Renovate Door Rooms
	Mountain Retreat Association	302 Lookout Road	6/11/2018	5388	6/12/2018	Accessory Structure - Ramp
Wright	Claire	426 Kentucky Road	N/A	5389	6/18/2018	Interior Renovation
	Montreat College	393 South Carolina Terrace	N/A	5390	6/18/2018	Joist Repair from Leak
	Hope Family Trust	523 Kentucky Road	6/19/2018	5391	6/20/2018	Deck Addition
Jones	Greg	108 Frist Road	8/28/2017	5393	6/22/2018	Accessory Building
Johnson	Margaret	131 Shenandoah Terrace	N/A	5395	7/3/2018	Kitchen Renovation
Fewell	Anne	149 Virginia Road	N/A	5396	7/11/2018	Bathroom Remodel

ZONING ACTIVITY

<u>Zoning Permit Applications:</u>	7
<u>Variance/Interpretation Requests:</u>	0
<u>Conditional Use Requests:</u>	None
<u>Permit Extensions Requested:</u>	None
<u>Sign Permit Applications:</u>	1
<u>Violations Reported:</u>	None

BUILDING INSPECTIONS

<u>Building Permit Applications:</u>	8
<u>Building Inspections Requested:</u>	36
<u>Re-inspections Requested/Required:</u>	0
<u>Fire Inspections Requested/Required:</u>	None
<u>Fire Permit Applications:</u>	None

<u>Totals</u>	
<u>Approved Zoning Permits:</u>	4
<u>Denied Zoning Permits:</u>	0
<u>Pending Zoning Permits:</u>	3
<u>Variance/Interpretation Granted:</u>	0
<u>Conditional Use Permits Granted:</u>	None
<u>Permit Extensions Granted:</u>	None
<u>Sign Permits Issued:</u>	1
<u>Notice of Violation (NOV):</u>	None

<u>Totals</u>	
<u>Building Permits Issued:</u>	8
<u>Pending Building Permits:</u>	None
<u>Building Inspections Performed:</u>	36
<u>*Stop Work Order Issued:</u>	None
<u>**Defective Building Posted:</u>	None
<u>Denied Building Permits</u>	None
<u>Fire Inspections Performed:</u>	None
<u>Fire Re-Inspections Performed:</u>	None
<u>Fire Permits Issued:</u>	None



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ADMINISTRATIVE REPORTS: POLICE

Monthly Statistics: This does not include July 29,30,31. They will be included in next months totals.

MONTHLY POLICE STATISTICS REPORT

July	2018	2017	2016	2015	2014
Mileage	2445	2620	3359	4092	2811
Dispatched Calls	121	134	163	176	161
Officer-Initiated Calls	524	419	239	216	270
Fire/EMS Assistance Calls	3F/2E	4F/1E	16F/5E	11F,6E	14F,6E
Motorist/Other Assistance Calls	95*	107	62	80	55
Traffic Stops	8/25**	10	30	28/35CP	54
Parking Issues	2	7	11	5	10
Burglar/Fire Alarm Responses	6B/3F	4F	1B/3F	5B,1F	9B,1F
Residential House/Building Checks	259	208	234	204	128
Ordinance violations	5	12	26	29	24
LE Agency Assistance Calls	16	21	10	21	18
Animal Calls	4D,1BAT	0	12	10	4
Larcenies	1	1	1	1	7
B&E Calls	1	0	1	0	0
Suspicious Person/Vehicle Investigations	9P,10V	12P/8V	24P/55V	30P/12V	22P,11V
Disturbance Calls	44	62	10	11	5
Accident Responses	1	6	1	2	1
Auxiliary Hours Worked	32R/188	32R/72T	32R	32R	32R
Truck turns at Gate	2	5	2	0	1

Comments

- Town service: 544
- MRA service: 222
- College service: 2

- Fuel Cost:

July has proven, yet again, to be our most active month; starting with the Independence Day celebrations. I would like to thank the Montreat Town employees, MRA employees, and all volunteers that participated in the Gate Run and the Montreat Parade. Without them we would not be able to have these events. This year there were no significant incidences.

As far as the rest of the month, we have seen more activity than usual. As the popularity of Montreat grows, I expect this to be the trend.

MPD has been encountering, and correcting, a lot of children unsecured in automobile restraint seats, hanging out windows/sunroofs, or in back of truck beds unsupervised. This is in violation of North Carolina laws, and wrecks and accidents still can happen.

A reminder; if a bat is found in a residence and is still active, please contact Terminix, or similar agency. The phone number of the Terminix rep for our area is 828-772-4664. They will capture the bat. Once captured MPD, if necessary, will do a report of rabies exposure and transport the bat to Buncombe County Animal Control. Any victims will be notified of the test results by Buncombe County Disease Control. If the bat is already captured MPD will do the report and transport.

*Does not reflect the activity of 7/4

** Traffic Stops/MPD participation in Multi-Agency Checking Stations



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ADMINISTRATIVE REPORTS: Water and Public Works

Water and Public Works report for the period beginning on August 1, 2018 and ending August 31, 2018.

Monthly Statistics

Calls for Service	68
Water Leaks Repaired	0
New Water Lines Installed	0
Meters Read	674
Meter Replacements	0
Water Produced	5,054,700 gal
Hours Pumped (11 wells combined total)	2758 hrs

Comments

- We had lightning hit a pole that feeds power to two of our wells. They were down for a few days. The problem has been repaired and we did not receive any damage to our wells thankfully. We are going around to flush at the usual locations to relieve any air that is in the system.
- If you are experiencing any water issues please feel free to contact us so we can look into the problem.

Staff Communications

- We have completed our inventory count for the auditors.



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ADMINISTRATIVE REPORTS: STREETS

Streets report for the period beginning on July 1, 2018 and end July 31 , 2018 .

Monthly Statistics

Roads Maintained	15.12
New Roads Added	0
Sand Applied	0
Ice Melt Applied	0
Bagged Leaf Pickup	
FTE Staff Hours	
Contracted Employee Staff Hours	

Comments

- With all of the very intense rain fall that has been accruing in Montreat we will once again be going around Town doing repairs to our gravel roads and several ditches. This seems to be a weekly pattern for us at this moment.
- We have removed five trees from Town rights-of- way with a savings of an estimated \$3400.00 to the Town.

Staff Communications

- As you all may know we have a lot of repairs to do all over Town-I am asking for everyone to pass along that there will be multiple crews making multiple repairs at the same time all over the Town and to please travel slowly and safely when traveling around the crews - Thank You.
- Pothole and curb repair continues. We had some equipment failure that has since been repaired and the curbing and patching will resume .Thank you for your patience.
- We had the Montreat Gait on the morning of July 4- we had a very good turnout and things went along very smoothly.
- We also assisted Montreat Police Department and MRA with traffic control during the parade event on the Fourth. It also had a very good turnout -possibly one of the largest yet and it went smoothly as well.



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ADMINISTRATIVE REPORTS: SANITATION

Sanitation report for the period beginning June 1, 2018 and ending June 29, 2018.

Monthly Statistics

Curbside Trash Collected (tons)	16.55
Curbside Recycling Collected (tons)	6.99
Bagged Leaf Pickup (bags)	224
Brush Pickup (loads)	13
Pay-As-You-Throw Trash Collected (bags)	38
Pay-As-You-Throw Recycling Collected (bags)	18
Unique Curbside Stops	3089

Events and Schedule Changes

Comments

-

Staff Communications



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

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

Mobile Phone: 828-779-6224
Email:
bcreasman@townofmontreat.org
Contact: Barry Creasman
Property Owner (if different from
Customer):

CONTRACT

This Contract is entered into as of this day, **July 30, 2018** by and between C&T Paving, Inc. ("Company") and ("Customer"). Company and Customer agree to the following terms and conditions:

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

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

Frist Road

Widen 175lf of road to 16' wide.

Pave 526lf with 2" 9.5B hot mix asphalt.

Sum \$29,378.32

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If Company terminates this Contract on account of any of the foregoing, Company shall have no further liability to Customer, and Customer agrees to pay Company the actual cost of labor, materials, equipment, permits, and any and all other costs and expenses already furnished to the Real Property or incurred by Company in connection with the Work. In the event of termination in accordance with this Paragraph, Company will have no obligation to return the Real Property to its original condition.

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

- a. Company is not responsible for, and Customer agrees to hold Company harmless from, any liability resulting from damages to utilities or other facilities or objects buried beneath, or to sidewalks, driveways, lawns, shrubs, sprinkler systems, or other improvements located within the area where Company performs the Work or in designated areas of access;
- b. Company is not responsible for any damage to or deterioration of any of the Work, whether complete or in process, that results from any cause or causes beyond Company's control, including, but not limited to, failure of sub-grade, or failure or inadequacy of any labor or materials not installed or furnished by Company; and
- c. The sole and exclusive remedy of the Customer, and the sole and exclusive obligation of Company, for matters set forth herein, whether on contract, negligence or strict liability, is the repair of the defect. Company is no event shall be liable for special or consequential damages claimed by Customer.

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

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

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

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

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

Customer:

Company:

Name of Company or Individual:

C&T Paving, Inc.

Signed By:

By:

Mike Culbertson
President

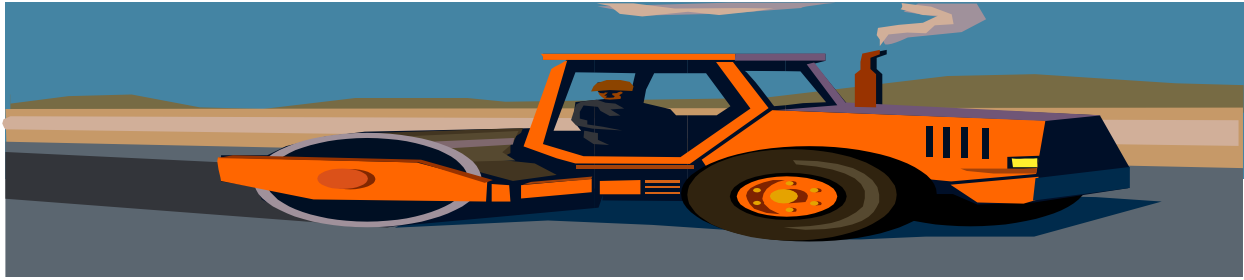
Print Name:

Title:

Date:

Date:





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

Project Name: Calvin Trail; Texas	Mobile Phone: 828-779-6224
Rd	Email:
Customer: Town of Montreat	bcreasman@townofmontreat.org
Address:	Contact: Barry Creasman
Phone:	Property Owner (if different from
Fax No.:	Customer):

CONTRACT

This Contract is entered into as of this day, **July 30, 2018** by and between C&T Paving, Inc. ("Company") and ("Customer"). Company and Customer agree to the following terms and conditions:

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

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

Calvin Trail

Length: 927 total linear feet

Width: 16 feet minimum

Asphalt thickness: minimum of 2in thickness throughout entire road

Culvert replacement: 22ft of 18in smooth wall pipe and 36ft of Econo Drain or similar design

Road side dressed with wash stone where needed

The road has a good base and should only need grading and compaction.

Sum \$50,892.39

Texas Road

Length: 1729 total linear feet

Width: 1487 @ 18 feet / 242 @ 22 feet

Asphalt thickness: minimum of 2in thickness throughout entire road

The road will need the existing asphalt removed and 6in of compacted stone installed

Two parking areas @ 15 feet x 148 feet and 15 feet x 113 feet

Sum \$151,931.87

Additional paving: An additional parking area will have to be priced separately. Its dimensions are 219 feet x 21 feet

Sum \$19,893.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If Company terminates this Contract on account of any of the foregoing, Company shall have no further liability to Customer, and Customer agrees to pay Company the actual cost of labor, materials, equipment, permits, and any and all other costs and expenses already furnished to the Real Property or incurred by Company in connection with the Work. In the event of

termination in accordance with this Paragraph, Company will have not obligation to return the Real Property to its original condition.

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

- a. Company is not responsible for, and Customer agrees to hold Company harmless from, any liability resulting from damages to utilities or other facilities or objects buried beneath, or to sidewalks, driveways, lawns, shrubs, sprinkler systems, or other improvements located within the area where Company performs the Work or in designated areas of access;
- b. Company is not responsible for any damage to or deterioration of any of the Work, whether complete or in process, that results from any cause or causes beyond Company's control, including, but not limited to, failure of sub-grade, or failure or inadequacy of any labor or materials not installed or furnished by Company; and
- c. The sole and exclusive remedy of the Customer, and the sole and exclusive obligation of Company, for matters set forth herein, whether on contract, negligence or strict liability, is the repair of the defect. Company is no event shall be liable for special or consequential damages claimed by Customer.

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

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

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

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

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

Customer:

Company:

Name of Company or Individual:

C&T Paving, Inc.

Signed By:

By:

Print Name:

Mike Culbertson
President

Title:

Date:

Date:

