

**Town of Montreat  
Board of Commissioners  
Town Council Meeting  
January 14, 2021 – 7:00 p.m.  
Conducted electronically using Zoom Software**

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**I. Call to Order**

- Pledge of Allegiance
- Moment of Silence

**II. Agenda Adoption**

**III. Presentations and Reports: Dog Waste Systems**

**III. Mayor’s Communications**

**IV. Consent Agenda**

A. Meeting Minutes Adoption

- December 10<sup>th</sup> Town Council Meeting Minutes

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

**V. Town Administrator’s Communications**

- Consent Agenda Review
- Other Items

**VI. Administrative Reports**

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

**VII. Public Comment**

***Public comments will be heard during this period for any and all items.***

**VIII. Old Business**

**IX. New Business**

**A. Culvert Repair-Greybeard Trail**

- **Suggested Motion:** To approve/deny bid from Dogwood Estate Management, Inc. for culvert repair at 435 Greybeard Trail and to authorize the Mayor and Town Administrator to negotiate and sign a contract for the repairs.

**B. Black Mountain Water Meter Reader Tower**

- **Suggested Motion:** Move to approve/deny the easement request from the Town of Black Mountain as presented

**C. 911 Consolidation Discussion and Possible Action**

**D. Planning Discussion for 2021 Annual Board Retreat**

**E. Decision on next steps to deal with P&Z Zoning Ordinance recommendations**

**XI. Public Comment**

*Public comments will be heard during this period for any and all items.*

**XII. Commissioner Communications**

**XIII. Dates to Remember**

- **Tree Board January 26, 2021 9:30 a.m. Location/Method to be determined**
- **Planning & Zoning Commission February 4, 2021 10:30 a.m. Location/Method to be determined**
- **Montreat Landcare February 3, 2021 9:00 a.m. Location/Method to be determined**

**XV. Adjournment**

**MEMORANDUM: DOG WASTE RECEPTICALS**

TO: BOARD OF COMMISSIONERS  
CC: PUBLIC WORKS DEPARTMENT  
FROM: ALEX CARMICHAEL, TOWN ADMINISTRATOR  
SUBJECT: DOG WASTE RECEPTICALS  
DATE: 12/30/20

In light of recent complaints regarding dog waste in public spaces, I was asked to research the costs of waste receptacles. I researched full receptacle stations, including signage, bag dispenser, waste can, and pole. An example of these stations is pictured below:



I found a range of options costing between \$189.95 and \$388.85 per unit. These are purchasing costs and do not include installation or maintenance. Maintenance costs would include individual use waste bags (2-4¢ per bag), waste can liners (approximately \$1.39 per bag), and labor for servicing the units 1-2 times per week (depending on the size of the receptacle and the frequency of use.)

Example retailers are at the following websites:

- [https://www.globalindustrial.com/p/outdoor-grounds-maintenance/outdoor-furniture/pet-stations/pet-waste-station-with-rolled-bags-green?infoParam.campaignId=T9F&gclid=EAIaIQobChMI\\_ZShif717QIVCQCGCh2wswkAEAQYAiABEgKRLfD\\_BwE](https://www.globalindustrial.com/p/outdoor-grounds-maintenance/outdoor-furniture/pet-stations/pet-waste-station-with-rolled-bags-green?infoParam.campaignId=T9F&gclid=EAIaIQobChMI_ZShif717QIVCQCGCh2wswkAEAQYAiABEgKRLfD_BwE)
- [https://www.dogwastedepot.com/DOG-WASTE-STATION-with-ONEpul174-BAG-SYSTEM-Prodview.html?gclid=EAIaIQobChMI\\_ZShif717QIVCQCGCh2wswkAEAQYAyABEgI3dvD\\_BwE](https://www.dogwastedepot.com/DOG-WASTE-STATION-with-ONEpul174-BAG-SYSTEM-Prodview.html?gclid=EAIaIQobChMI_ZShif717QIVCQCGCh2wswkAEAQYAyABEgI3dvD_BwE)
- <https://www.kirbybuilt.com/header-bag-pet-waste-disposal-system>

If the Commission directs staff to move forward, we would need to identify sites on public property to locate the waste units. Staff would look for locations with 1) high visibility, 2) recent issues with waste being left on the ground, and 3) vehicle access.

**Town of Montreat  
Board of Commissioners  
Meeting Minutes  
December 10, 2020 – 7:00 p.m.  
Zoom Meeting**

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Board members present: None

Board members present via  
Zoom:

Mayor Tim Helms  
Mayor Pro Tem Kent Otto  
Commissioner Kitty Fouche  
Commissioner Jane Alexander  
Commissioner Tom Widmer  
Commissioner Alice Lentz

Board members absent: None

Town staff present via Zoom: Alex Carmichael, Town Administrator  
Angie Murphy, Town Clerk  
David Arrant, Chief of Police  
Darlene Carrasquillo, Finance Officer  
Barry Creasman, Public Works Director

No members of the public were present at Town Hall but several were watching via Zoom. Mayor Helms called the meeting to order at 7:00 p.m., and led the group in the pledge of allegiance and a moment of silence.

**Agenda Approval**

Commissioner Alexander moved to adopt the agenda as presented. Commissioner Lentz seconded and the motion carried 5/0. All Commissioners voted via roll call.

**Montreat Address and Zip Code Update**

Commissioner Kitty Fouche and Commissioner Tom Widmer presented a very detailed report on the Montreat Address and Zip Code issue. After much investigation on their part it seems that this issue is a multi-faceted, extremely complicated problem. It involves numerous layers of technology and a variety of people and organizations.

Commissioners Fouche and Widmer met with Environmental Systems Research Institute (ESRI) and were told it was not only a geographic problem but a bureaucratic problem as well. ESRI associates recommended working with the Postal Office and Buncombe County. The Commissioners also met with EMS/911 Services and the local Fire Chief who discussed that the new EMS/911 features were to go into effect on November 4<sup>th</sup> but it has since been delayed. The Commissioners feel certain that Montreat will be accurately represented after talking to local representatives.

Commissioners Fouche and Widmer spoke with the Director of the Department of Health and Human Services for Buncombe County to discuss the lack of COVID-19 reporting in Montreat. The main reasons that Montreat's data seems to be suppressed is that our population is too small to maintain confidentiality and zip code 28757 has a population of 0 and data cannot be reported on a population of that number.

The Commissioners feel that the Post Office is at the heart of the Zip Code issue. Tim Bryson, our Postmaster, spent many hours, even on his own time, to link each of our physical addresses to our PO Boxes. With the information complete, he sent it to Charlotte to our regional USPS. He was told that the information he compiled could not be entered into the system because PO boxes are not permanently tied to a residence. If a Montreat resident moves, the PO Box is assigned to someone else at another address. The Commissioners are hoping to get a meeting with Senators Burr and Tillis as well as with US Representative McHenry to help navigate the geographic and bureaucratic issues.

Next Commissioners Fouche and Widmer plan to meet with the GIS Coordinator at Buncombe County. This individual is well aware of Montreat's situation and has been working on it for the last decade. The Commissioners hope he can suggest possible next steps they can pursue.

Commissioners Fouche and Widmer thanked the previous Council Members and Commissioner Alice Lentz who worked on the addressing issues prior to their attempts. The Commissioners ask for the Community to be patient and discouraged independent investigations which might muddy the waters. They have already encountered people who are experiencing "Montreat Address Fatigue".

### **Mayor's Communications**

Mayor Helms wished the community a Merry Christmas. Mayor Helms thanked the Administrative Staff, Public Works Crews, the Police Department, Montreat Firewise, Montreat Landcare, Montreat Tree Board, the Planning & Zoning Commission, Board of Adjustment and the Audit Committee for all of their work for the good of Montreat. Mayor Helms thanked the "Gardeners of Weedin" for the Christmas decorations and for the recent bulb plantings. Mayor Helms looks forward to a better 2021 for all.

### **Meeting Minutes Adoption**

- November 12<sup>th</sup> Town Council Public Forum Meeting Minutes
- November 12<sup>th</sup> Town Council Meeting Minutes

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

Mr. Carmichael had no communications to report.

### **Administrative Reports**

- Administration – This report was given in written format.
- Planning & Zoning – This report was given in written format.
- Police – This report was given in written format.
- Public Works and Water – This report was given in written format.
- Finance – No report provided.
- Sanitation – This report was given in written format.
- Streets – This report was given in written format.

Commissioner Fouche and Commissioner Widmer thanked the Staff for their comparative reports. Commissioner Widmer noted that there was no Finance report and with the effects of COVID-19 it is important for the commission to stay on-top-of of the Town’s financial situation. Finance Officer Darlene Carrasquillo provided the Commission with an oral report. She stated that income was actually better than what was budgeted and tax revenues, from all sources, are better than expected. Ms. Carrasquillo also gave the Commission an update on the recent audit process in which the Town is currently undergoing.

### **Public Comment**

Town Clerk Angie Murphy read a comment provided by Dr. Mary Standaert of 118 Shenandoah Terrace. Dr. Standaert stated that with our Zoom technology the Town should allow citizen comments to be sent to the chat room seen by the public and be read at the public comment time by the Town Clerk.

### **Old Business**

There was no old business to discuss.

### **New Business**

- A. Oath of Office for Mayor Tim Helms: Mayor Tim Helms took the Oath of Office for the position of Mayor of the Town of Montreat.
- B. Oath of Office for Commissioner Kitty Fouche: Commissioner Kitty Fouche took the Oath of Office as Commissioner for the Town of Montreat.
- C. Oath of Office for Commissioner Jane Alexander: Commissioner Jane Alexander took the Oath of Office as Commissioner for the Town of Montreat.

- D. Election of Mayor Pro Tempore: Commissioner Fouche recognized and thanked Mayor Pro Tem Kent Otto for his service during the past three years. Commissioner Fouche nominated Commissioner Tom Widmer for the position of Mayor Pro Tem. Commissioner Alice Lentz seconded and the motion carried 5/0.
- E. Offer of Employment for Patrol Officer Jon McDonald: Mayor Pro Tem Widmer moved to approve a conditional offer of employment to Patrol Officer Jon McDonald in the amount of \$37,754 per year. Commissioner Kent Otto seconded and by roll call the motion carried 5/0.

**Public Comment**

There was no Public Comment at this time.

**Commissioner Communications**

Commissioner Alice Lentz thanked Montreat Landcare for all of their hard work in a difficult year. Martha Campbell has stepped down from a two-year term and Grace Nichols will be filling her shoes in Landcare beginning in January. Commissioner Lentz also mentioned that next month we will be hearing more about the Mayor's Monarch Pledge.

**Dates to Remember**

- Montreat Landcare January 6, 2021 9:00 a.m. Location/Method to be determined
- Planning & Zoning Commission January 7, 2020 10:30 a.m. Location/Method to be determined
- Tree Board January 26, 2020 9:30 a.m. Location/Method to be determined

**Adjournment**

Commissioner Kitty Fouche moved to adjourn the meeting. Commissioner Kent Otto seconded and the motion carried 5/0. The meeting was adjourned at 7:59 p.m.

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Tim Helms, Mayor

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Angie Murphy, Town Clerk







**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)

**ADMINISTRATIVE REPORTS:  
 ADMINISTRATION**

Town Administration report for the month of December 2020

<b>Monthly Statistics</b>	2019	2020
Public Meetings	4	3
Inter-Organizational /Intergovernmental Meetings	2	3
Agendas Prepared	4	2
Minutes Transcribed	4	2
Resolutions Drafted	1	0
Public Records Requests Processed	2	2
Water Bills Processed	674	674
Leak Adjustments	20	7
New Water Accounts Established	6	1
Purchase Orders	54	71
Professional Development Hours	16	0
Sunshine List Messages	5	5
Website Posts	12	5
Social Media Posts	5	0
Code Red Alerts	1	0
Workers Compensation Claims	0	0

**Upcoming Events and Schedule Changes**

We will be closed 1/18 for Martin Luther King Jr. Day

**Comments**

N/A

**Staff Communications**

N/A



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**ADMINISTRATIVE REPORTS:  
BUILDINGS AND INSPECTIONS**

Buildings and Inspections report for the month of December 2020

Monthly Statistics	2019	2020
Building Permits Issued	9	7
Pending Building Permits	0	0
Building Inspections Performed	21	28
Stop Work Orders Issued	0	0
Defective Building Posted	0	0
Denied Building Permits	0	0
Fire Inspections Performed	0	0
Fire Re-Inspections Performed	0	0
Fire Permits Issued	0	0

**Comments**

=Buildings '!A15:E16

**Staff Communications**

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### ADMINISTRATIVE REPORTS: STREETS

Streets Department report for the month of December , 2020

Monthly Statistics	2019	2020
Miles of Road Maintained	17.12	17.12
Miles of New Road Constructed	0	0
Public Trees Removed	5	1
Sand Applied to Roads (tons)	0	0
Ice Melt Applied to Roads (pounds)	0	1,500
Monthly Fuel Costs	199.46	163.18
Contracted Employee Staff Hours	111	0
Road Closures	4	0

#### Comments

We had an ice even on Christmas Eve. There were no reported outages and we applied 1500 pounds of ice melt to the trouble spots around Town. We will be working on tree removal on some of the Town rights-of-way this month so be aware of the crews in the roadways.

#### Staff Communications

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**ADMINISTRATIVE REPORTS:  
 POLICE DEPARTMENT**

Police Department report for the month of December , 2020

<b>Monthly Statistics</b>	<b>2019</b>	<b>2020</b>
Mileage	2,185	2,751
Dispatched Calls	53	25
Officer-Initiated Calls	465	651
Fire Assistance Calls	0	2
EMS Assistance Calls	1	1
Motorist/Other Assistance Calls	19	11
Traffic Stops	77	17
Parking Issues	14	0
Burglar Alarm Responses	1	1
Fire Alarm Responses	0	3
Residential/Building Checks	362	579
Ordinance Violations	2	1
Law Enforcement Agency Assistance Calls	43	22
Animal Control Calls	1	2
Larcenies	1	1
Breaking & Entering Calls	1	3
Suspicious Person Investigations	1	6
Suspicious Vehicle Investigations	5	2
Disturbance Calls	4	3
Accident Responses	0	1
Auxiliary Hours Worked (Regular)	40	36
Auxiliary Hours Worked (Addittional)	0	24
Truck Turns at Gate	10	5
MPD Fuel Cost	\$ -	\$430.73
Professional Development Hours	0	0
Town Service	503	420
MRA Service	117	152
College Service	10	20

**Comments**

0



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**ADMINISTRATIVE REPORTS:  
 WATER AND PUBLIC WORKS**

Water and Public Works report for the month of December , 2020

<b>Monthly Statistics</b>	2019	2020
Calls for Service	0	19
Water Leaks Repaired	1	0
New Water Lines Installed	0	0
Water Meters Read	674	674
Water Meter Replacements	0	0
Gallons of Water Produced	4389741	3,647,525
Monthly Fuel Cost	484.04	\$ 288.05
Hours Pumped (11 wells combined)	1954	1,909

**Comments**

We are going to be doing some hydrant maintenance this month (painting and repairs) as weather allows



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**ADMINISTRATIVE REPORTS:  
 SANITATION**

Sanitation Department report for the month of December , 2020

<b>Monthly Statistics</b>	2019	2020
Tons of Curbside Trash Collected	16.28	18.83
Pay-As-You-Throw Trash Bags Collected	35	31
Tons of Curbside Recycling Collected	3.42	5.37
Pay-As-You-Throw Recycling Bags Collected	28	23
Cardboard Recycling Collected	0.38	1.52
Unique Curbside Sanitation Stops	0	3,048
Bagged Leaf Pickup	424	753.00
Brush Pickup (cubic yards)	12 loads	8 loads
Hauling Fees	1837.33	\$2,171.39
Tipping Fees	2192.12	\$597.83
Dumpster Rental Fees	203.92	\$1,837.33
Sanitation Fuel	211.83	\$ 144.65

**Comments:**



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### ADMINISTRATIVE REPORTS: ZONING ADMINISTRATION

Zoning Administration report for the month of December , 2020

Monthly Statistics	2019	2020
Approved Zoning Permits	2	0
Denied Zoning Permits	0	0
Pending Zoning Permits	2	0
Variance/Interpretation Granted	0	0
Conditional Use Permits Granted	0	0
Permit Extensions Granted	0	0
Sign Permits Issued	0	0
Notices of Violation	0	0

#### Comments



Meeting Date	Name	Question	Commission/ Staff	Follow Up	Follow Up Date
12/10/2020	Mary Standaert	Allow chat feature during Council Meetings			



**TOWN OF MONTREAT BOARD OF COMMISSIONERS  
REQUEST FOR BOARD ACTION  
Meeting Date: January 14, 2021**

**SUBJECT: Culvert Repair at 435 Greybeard Trail**

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** A  
**Department:** Administration and Public Works  
**Contact:** Alex Carmichael and Barry Creasman  
**Presenter:** Alex Carmichael

**BRIEF SUMMARY:**

Last year the Town was approached by owners of the property at 435 Greybeard Trail. A culvert carrying water between West Virginia Terrace and Greybeard Trail was beginning to fail. After researching the site, it became clear that though the culvert was built prior to the Town's incorporation, there was no right-of-way or easement recorded or transferred to the Town. However, the culvert clearly serves a necessary public purpose carrying stormwater run off away from West Virginia Avenue. The owners of 435 Greybeard Trail have now provided the Town with an easement for the culvert that runs through their property.

Three quotes were solicited for the repair project. Though state statute has no bidding requirements for construction and repair projects under \$30,000, Montreat's Request for Written Quotation process was utilized to obtain three quotes. Godfrey Grading, LLC submitted a quote of \$21,983 for the project. Wheeler Grading submitted a quote of \$14,975. And Dogwood Estate Management, Inc submitted a quote of \$12,992. Dogwood Estate Management, Inc. is the lowest bid.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

Move to approve the bid from Dogwood Estate Management, Inc. for culvert repair at 435 Greybeard Trail and to authorize the Mayor and Town Administrator to negotiate and sign a contract for the repairs.

**FUNDING SOURCE:**

Streets Department, Stormwater Improvements 10-20-5600-745  
Streets Department, Repair and Widening 10-20-5600-340



## TOWN OF MONTREAT

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### **ATTACHMENTS:**

Attachment A – Dogwood Estate Management Quote

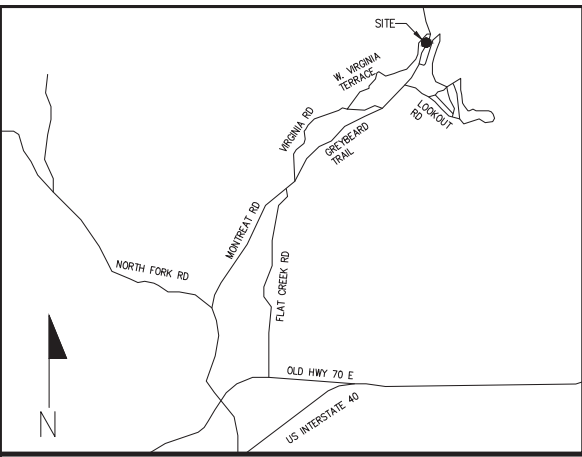
Attachment B – Survey

Attachment C - Storm Drain Easement

### **STAFF COMMENTS AND RECOMMENDATIONS:**

Staff recommends approval of the bid from Dogwood Estate Management, Inc. for culvert repair at 435 Greybeard Trail and authorization for the Mayor and Town Administrator to negotiate and sign a contract for the repairs.





VICINITY MAP  
(NOT TO SCALE)

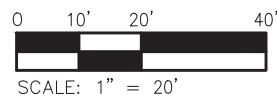
GLOBAL POSITIONING CERTIFICATION (RTK)

1. CLASS OF SURVEY: CLASS A - RATIO OF PRECISION 1/10,000
2. POSITIONAL ACCURACY: HORIZONTAL ACCURACY = 0.04'
3. TYPE OF GPS FIELD PROCEDURE: NC VRS
4. DATES OF SURVEY: 6/20/2020 - 6/30/2020
5. DATUM/EPOCH: NAD-83 NA 2011
6. PUBLISHED/FIXED-CONTROL USED: GNSS NETWORK
7. GEIOD MODEL: GEIOD 12B
8. COMBINED GRID FACTOR: 1.0002262621

GPS 102  
SET NAIL  
NORTHING: 706797.576'  
EASTING: 1020029.693'  
NAD 83(2011)  
COMBINED FACTOR: 1.0002262621

SURVEYOR NOTES:

1. ALL DISTANCES ARE GROUND MEASUREMENTS IN US SURVEY FEET UNLESS OTHERWISE NOTED.
2. REFERENCES ARE AS SHOWN ON THE PLAT.
3. PROPERTY OWNERS SHOWN TAKEN FROM BUNCOMBE COUNTY GIS AS OF JUNE 29, 2020
4. THIS PROPERTY MAY BE SUBJECT TO OTHER RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS AND RESTRICTIONS, WRITTEN AND UNWRITTEN, RECORDED AND UNRECORDED, NOT SHOWN HEREON.
5. NORTH IS NORTH CAROLINA STATE PLANE GRID NORTH.
6. SUBJECT PROPERTY IS LOCATED IN ZONE X (MINIMAL FLOOD HAZARD) PER FIRM 3710072000J, EFFECTIVE DATE 1/6/2010.
7. AREA DETERMINED BY COORDINATE COMPUTATION.
8. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT TITLE.
9. THIS SURVEY IS INTENDED ONLY FOR THE NAMED PARTY OR PARTIES AS SHOWN HERON, NO WARRANTIES ARE HEREBY IMPLIED OR GRANTED TO ANY OTHER PARTY FOR ANY PURPOSE



REGISTER OF DEEDS

State of North Carolina  
County of Buncombe

FILED FOR REGISTRATION ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2020  
AT \_\_\_\_\_

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

REGISTER OF DEEDS, BUNCOMBE COUNTY

BY: \_\_\_\_\_ DEPUTY

I HEREBY CERTIFY THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

I, RON L. ZIETLOW, P.L.S., CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION IN DEED BOOK 5580, PAGE 457; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK N/A, PAGE N/A, THAT THE RATIO OF PRECISION AS CALCULATED DOES NOT EXCEED 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

RON L. ZIETLOW, PLS  
REG. NO. L-5235

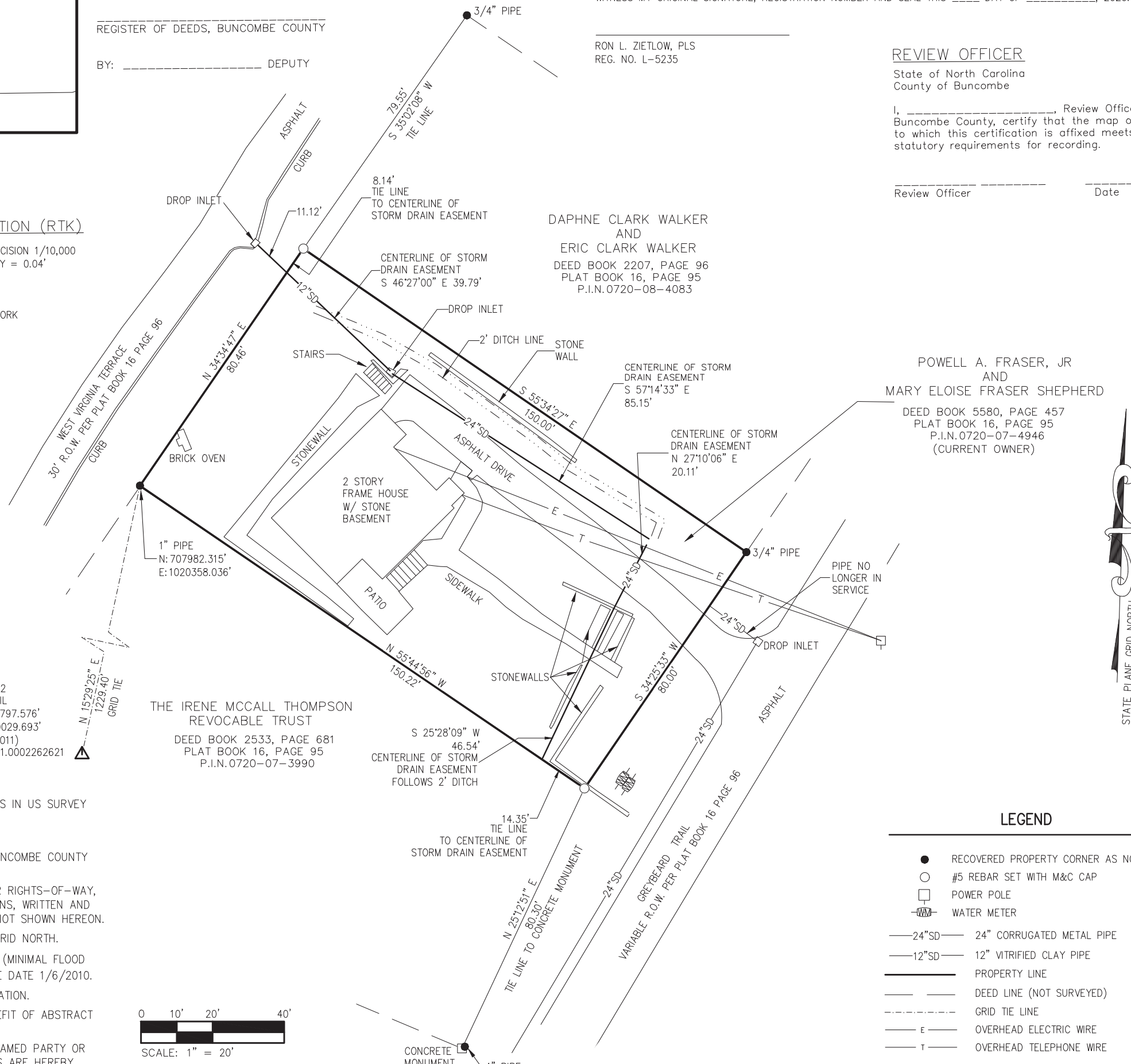
REVIEW OFFICER

State of North Carolina  
County of Buncombe

I, \_\_\_\_\_, Review Officer of Buncombe County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Review Officer \_\_\_\_\_

Date \_\_\_\_\_



DAPHNE CLARK WALKER  
AND  
ERIC CLARK WALKER  
DEED BOOK 2207, PAGE 96  
PLAT BOOK 16, PAGE 95  
P.I.N. 0720-08-4083

POWELL A. FRASER, JR  
AND  
MARY ELOISE FRASER SHEPHERD  
DEED BOOK 5580, PAGE 457  
PLAT BOOK 16, PAGE 95  
P.I.N. 0720-07-4946  
(CURRENT OWNER)

THE IRENE MCCALL THOMPSON  
REVOCABLE TRUST  
DEED BOOK 2533, PAGE 681  
PLAT BOOK 16, PAGE 95  
P.I.N. 0720-07-3990

LEGEND

- RECOVERED PROPERTY CORNER AS NOTED
- #5 REBAR SET WITH M&C CAP
- POWER POLE
- ⊕ WATER METER
- 24"SD— 24" CORRUGATED METAL PIPE
- 12"SD— 12" VITRIFIED CLAY PIPE
- — — — — PROPERTY LINE
- — — — — DEED LINE (NOT SURVEYED)
- - - - - GRID TIE LINE
- E — — — OVERHEAD ELECTRIC WIRE
- T — — — OVERHEAD TELEPHONE WIRE



Revisions	Date
ADDED DISTANCES & BEARINGS FOR STORM DRAIN EASEMENT	8/25/2020

Issue Date:	6/10/2020
Drawn By:	SRA
Designed By:	SRA
Checked By:	RLZ
Date:	7/1/2020

**Mattem & Craig**  
ENGINEERS/SURVEYORS  
12 BROAD ST.  
ASHEVILLE, NC 28801  
(828) 254-2201

BOUNDARY SURVEY FOR:  
**THE TOWN OF MONTREAT**  
BLACK MOUNTAIN TOWNSHIP, BUNCOMBE COUNTY, NORTH CAROLINA

Vertical Scale:  
N/A

Horizontal Scale:  
1"=20'

Commission Number:  
**4071**

Sheet No.:  
**1**



Doc ID: 034199940006 Type: CRP  
 Recorded: 10/07/2020 at 03:14:24 PM  
 Fee Amt: \$26.00 Page 1 of 6  
 Workflow# 0000644238-0001  
 Buncombe County, NC  
 Drew Reisinger Register of Deeds

BK **5959** PG **1264-1269**

**STATE OF NORTH CAROLINA  
 COUNTY OF BUNCOMBE**

**STORM DRAIN  
 EASEMENT AGREEMENT**

Prepared by and return to: Susan Taylor Rash,  
 Patla, Straus, Robinson & Moore, P.A. (Box # 35)

**THIS STORM DRAIN EASEMENT AGREEMENT** is made this 21<sup>st</sup> day of September, 2020, by and among **TOWN OF MONTREAT**, a North Carolina municipal corporation, hereinafter referred to as the Town, and **POWELL A. FRASER, JR., SHEILA KANE FRASER, MARY ELOISE FRASER SHEPHERD** and **STEPHEN BEERS SHEPHERD**, hereinafter referred to as Grantors.

**WITNESSETH:**

**THAT WHEREAS**, the Grantors own (i) Lot 1151 as shown on the plats recorded in Plat Book 16 at Pages 95 and 96 (Tract I); and (ii) a five foot wide strip (Tract II) as described in the deeds recorded in Book 2031 at Page 705, Book 2031 at Page 706, Book 5580 at Page 457 and Book 5580 at Page 462 in the Office of the Register of Deeds for Buncombe County, North Carolina (collectively, Tract I and Tract II are referred to as the "Grantors' Lot");

**WHEREAS**, a storm drain pipe runs across the Grantors' Lot from the northwestern line at West Virginia Terrace to the southwestern line near Greybeard Trail; and

**WHEREAS**, the Grantors desire to grant an easement to give the Town access to the storm drain pipe on Grantors' property for the purpose of limited repairs and maintenance.

**NOW, THEREFORE**, the Grantors grant and convey to the Town non-exclusive, permanent and temporary easements to repair and maintain an existing storm drain pipe installed by the Mountain Retreat Association across the Grantors' Lot, said permanent easement and temporary easement being described as follows:

**PERMANENT EASEMENT:** A nonexclusive permanent easement twenty feet in width, ten feet on each side of the centerline shown on the survey by Mattern & Craig dated August 25, 2020, and described as follows:

BEGINNING at a point in the southeastern margin of West Virginia Terrace and the northwestern line of Lot 1151, said point being located South 34° 34' 47" West 8.14 feet from the #5 rebar at the northeastern corner of Lot 1151 and the northwest corner of Lot 1152 as shown on the plat recorded in Plat Book 16 at Page 96 in the Office of the Register of Deeds for Buncombe County, North Carolina, and from said Beginning point thus established South 46° 27' 00" East 39.79 feet to a drop inlet; thence South 57° 14' 33" East 85.15 feet to a point; thence South 27° 10' 06" West 20.11 feet to a point; thence South 25° 28' 09" West 46.54 feet to a point in the southwestern line of Lot 1151.

TOGETHER WITH a nonexclusive permanent easement twenty feet in width for access from Greybeard Trail to the storm drain pipe, the southwestern line of the access easement being described as follows: Beginning at the terminus of the above-described easement and running with the southwestern line of Lot 1151 South 55° 44' 56" East 14.35 feet to a #5 rebar at the southernmost corner of Lot 1151 and in the northwestern margin of Greybeard Trail as shown on the survey by Mattern & Craig dated August 25, 2020.

**TEMPORARY CONSTRUCTION EASEMENT:** A temporary construction easement for the purposes of excavation, moving and using equipment and generally carrying out the completion of repairs to the storm drain pipe, said temporary construction easement being located five (5) feet from the above-described permanent easement to the extent such area shall be located on Lot 1151. This temporary construction easement shall terminate upon the earlier of (i) the final completion of the storm drain pipe repair or (ii) January 1, 2021.

**IT IS UNDERSTOOD AND AGREED BETWEEN THE TOWN AND THE GRANTORS:**

1. That the Town shall have the right, but not the obligation, to clear the permanent easement as described above and the right, but not the obligation, to keep the permanent easement clear at all times, and the right, but not the obligation, to remove from the permanent easement all brush, trees and other obstructions, and to go upon said easement whenever necessary for the purpose of clearing the same and removing therefrom all brush, trees and other obstructions of any kind.
2. That the Grantors shall at all times have the right to use said permanent easement and said temporary easement in any manner they deem appropriate, provided such use shall in no manner interfere with or be inconsistent with the use thereof by the Town as provided in this Agreement. The Grantors retain the right to grant easements to other property owners, utilities and others and to allow the installation, maintenance and repair of utility lines, including but not limited to, electric, gas, telephone, cable, sewer and water lines, provided such easements do not interfere with the use of the permanent easement and temporary easement by the Town.
3. That the Town shall restore the topography of said easement area after repair of the storm drain pipe to approximately the same condition as existed before the repair.

4. That the Grantors shall have the right to relocate the storm drain pipe and this easement.

**TO HAVE AND TO HOLD** said permanent easement and temporary construction unto the Town and its successors and assigns, upon the terms and for the time periods set forth above.

The Grantors covenant to and with the Town, its successors and assigns, that the Grantors are the owners of the real property on which the above-described easements are located, and that said property is free from any and all liens and encumbrances, and that they will and their successors and assigns shall forever warrant and defend the title to said property unto the Town, its successors and assigns, against the lawful claims of all persons whomsoever, subject to easements, restrictions and rights-of-way of record.

**[The remainder of this page is left blank intentionally. Signatures follow on attached pages.]**



**Signature Page for Easement Agreement  
Powell A. Fraser, Jr. and Sheila Kane Fraser**

IN WITNESS WHEREOF, the Grantors have executed this Agreement the day and year first above written.

Powell A. Fraser, Jr. (Seal)  
Powell A. Fraser, Jr.

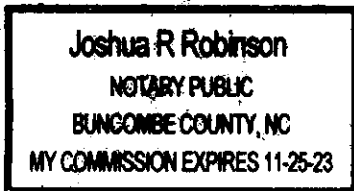
Sheila Kane Fraser (Seal)  
Sheila Kane Fraser

STATE OF North Carolina  
COUNTY OF Buncombe

I, a Notary Public for Buncombe County, North Carolina, certify that the following persons personally appeared before me this day and acknowledged to me that they voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Powell A. Fraser, Jr., and Sheila Kane Fraser, in their individual capacity.

Witness my hand and official seal, this the 3<sup>rd</sup> day of September, 2020.

[notarial seal]



Joshua R. Robinson  
Notary Public

Print Name: JOSHUA R. ROBINSON  
(Note: Notary Public must sign exactly as on notary seal)

My commission expires: 11/25/2023

Signature Page for Easement Agreement  
Mary Eloise Fraser Shepherd and Stephen Beers Shepherd

IN WITNESS WHEREOF, the Grantors have executed this Agreement the day and year first above written.

Mary Eloise Fraser Shepherd (Seal)  
(Seal)  
Mary Eloise Fraser Shepherd

Stephen Beers Shepherd  
Stephen Beers Shepherd

STATE OF Georgia  
COUNTY OF DeKalb

I, a Notary Public for Gwinnett County, Georgia, certify that the following persons personally appeared before me this day and acknowledged to me that they voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Mary Eloise Fraser Shepherd and Stephen Beers Shepherd, in their individual capacity.

Witness my hand and official seal, this the 8<sup>th</sup> day of September, 2020.

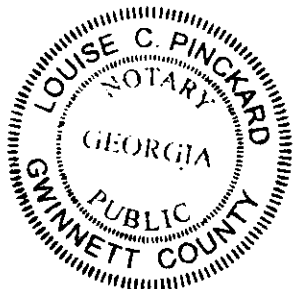
[notarial seal]

Louise C. Pinckard  
Notary Public

Print Name: Louise C. Pinckard  
(Note: Notary Public must sign exactly as on notary seal)

My commission expires: 02/10/2022

Louise C Pinckard  
NOTARY PUBLIC  
Gwinnett County, GEORGIA  
My Comm. Expires 02/10/2022



6

**Signature Page for Easement Agreement  
Town of Montreat**

IN WITNESS WHEREOF, the Town has caused this Agreement to be executed by its Mayor and Town Clerk by authority of the Board of Commissioners on the day and year first above written.

[Corporate Seal]



TOWN OF MONTREAT

By: *Timothy R. Helms*  
Timothy R. Helms, Mayor

Attest:

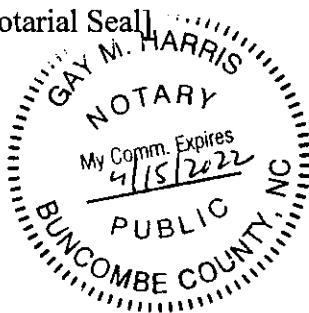
*Angela Murphy*  
Angela Murphy, Town Clerk

**STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE**

I, a Notary Public of Buncombe County, North Carolina, do hereby certify that Angela Murphy personally appeared before me this day and acknowledged that she is the Town Clerk of Montreat, a municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Mayor sealed with its corporate seal and attested by herself as its Town Clerk.

Witness my hand and official stamp or seal, this 7<sup>th</sup> day of September, 2020.

[Notarial Seal]



*Gay M Harris*  
Notary Public

Print Name: GAY M HARRIS  
(Note: Notary Public must sign exactly as on notary seal)

My commission expires: 4/15/2022



**TOWN OF MONTREAT BOARD OF COMMISSIONERS  
REQUEST FOR BOARD ACTION  
Meeting Date: January 14, 2021**

**SUBJECT:** Black Mountain Water Meter Reader Tower

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** B  
**Department:** Administration  
**Contact:** Alex Carmichael  
**Presenter:** Alex Carmichael

**BRIEF SUMMARY:**

The Town of Black Mountain purchased a new water meter reading system, which requires radio readers to be strategically located around their service area. The entire system must be up and running for the readers to work. The Town of Black Mountain has approached the Town of Montreat about placing one reader tower (a 30 foot pole) inside Montreat to cover this portion of Town.

After reviewing several sites, a location next to the new Public Works building was selected. This site provides the necessary coverage to Black Mountain customers with proximity to an existing power pole.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

Move to approve/deny the easement request from the Town of Black Mountain as presented.

**FUNDING SOURCE:**

N/A

**ATTACHMENTS:**

Attachment A – Black Mountain Easement Agreement  
Attachment B – Survey

**STAFF COMMENTS AND RECOMMENDATIONS:**

Staff recommends the approval of the easement requested by the Town of Black Mountain for a water meter reader tower.

**GRANT OF EASEMENT**

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

**Prepared by & return to: Ronald E. Sneed  
P.O. Box 995, Black Mountain, NC 28711  
File 20-477.T**

THIS GRANT OF EASEMENT, made and entered into this \_\_\_\_ day of January, 2021, by and between **THE TOWN OF MONTREAT, a North Carolina municipal corporation**, owner of that property described as an area identified as Will No. 3 on that plat recorded in Plat Book 47 at Page 52 , Buncombe County Registry, hereinafter called Grantor, and **THE TOWN OF BLACK MOUNTAIN, a North Carolina municipal corporation**, hereinafter called Grantee.

WITNESSETH:

That the Grantors, for and in consideration of the sum of One Dollar and other good and valuable consideration in hand paid by the Grantees, the receipt of which is hereby acknowledged, have given, granted, bargained, sold and conveyed, and by these presents do give, grant, bargain, sell, convey and confirm unto the Grantee, its successors and assigns, an easement for the purpose of installing and maintaining a communications antenna designed to allow the Grantee to fully utilize the remote read water meters in its water system, said easement being described as follows:

LYING AND BEING in Black Mountain Township, Buncombe County, North Carolina:

BEGINNING at a point located South 62° 39' 06" West 109.41 feet then North 05° 27' 20" East 20.00 feet from the center of that parcel of land shown as Well No. 3 on that plat recorded in Plat Book 47 at Page 52, Buncombe County Registry, to a point in the western boundary of the described Well No. 3 parcel; thence along a curve turning right having a radius of 20.00 feet, a chord bearing of South 27° 20' 54" East and a chord length of 33.62 feet for a distance (arc length) of 39.93 feet to a point; thence along a curve turning right having a radius of 100 feet, a chord bearing of North 27° 20' 54" West and a chord length of 33.62 feet for a distance (arc length) of 33.78 feet to the BEGINNING.

The above described easement is conveyed with a five foot wide easement from the center of the above described to the nearest and most convenient Duke Progress power pole to the installation of a power line to serve the antenna to be erected in the above described easement.

TO HAVE AND TO HOLD the above described easement with all appurtenances thereunto belonging or in any wise appertaining, unto the Grantees, their heirs and/or successors and assigns forever, PROVIDED, HOWEVER, that this easement shall terminate if it is no longer used by the Grantee for the purpose stated.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its Mayor and attested to by its Town Clerk, this the day and year first above written.

TOWN OF MONTREAT

By: \_\_\_\_\_  
Timothy R. Helms, Mayor

ATTEST:

\_\_\_\_\_  
Angie Murphy, Town Clerk

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

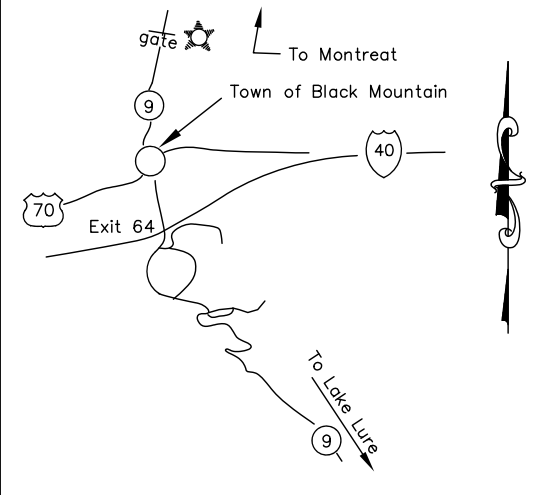
I, a notary public of said County and State, do hereby certify that Angie Murphy personally came before me this day and acknowledged that she is Town Clerk of the Town of Montreat, a North Carolina municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing Grant of Easement was signed in its name by its Mayor, sealed with its corporate seal and attested by herself as its Town Clerk.

WITNESS my hand and official seal, this the \_\_\_\_\_ day of January, 2021.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed or printed name of Notary

My Commission Expires:  
\_\_\_\_\_



LOCATION MAP

I, JOHN M. STOLLERY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN D.B. 103, P. 131 & 1290, P. 824.) THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS BROKEN LINES AS DRAWN FROM INFORMATION FOUND IN OTHER REFERENCE SOURCES; THAT THE RATIO OF PRECISION IS 1:10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600). THIS 12th DAY OF OCTOBER, 2020.

I, JOHN M. STOLLERY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GNSS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING WAS USED TO PERFORM THE SURVEY.

1. CLASS OF SURVEY: CLASS A (HORIZONTAL)
2. POSITIONAL ACCURACY: NOT TO EXCEED 0.10 FT H.
3. TYPE OF FIELD PROCEDURE: NK-VRS
4. DATES OF SURVEY: 08/23/2020
5. DATUM/EPOCH: NAD 83 (2011) EPOCH 100.00, V-NAVD 88
6. PUBLISHED/FIXED CONTROL USED: NC VRS NETWORK
7. GEIOD MODEL: GEOD 12B
8. COMBINED GRID FACTOR: 0.99978088
9. UNITS USED: US SURVEY FOOT

\*RTK Observations were used only to tie property to NC Grid.

N.C. GRID MONUMENT "MONTREAT"  
NAD 83 (2011) COORDINATES;  
N: 703833.07  
E: 1016142.85'  
COMB. FACTOR = 0.99978088



PROFESSIONAL LAND SURVEYOR  
LICENSE NUMBER L-2996

Mountain Retreat Association  
D.B. 103, P. 131

Town of Montreat  
D.B. 1308, P. 364  
P.B. 47, P. 52  
P.I.N. 0710-63-2549

Mountain Retreat Association  
D.B. 103, P. 131  
P.I.N. 0721-00-5981

Town of Montreat  
D.B. 1290, P. 824  
P.B. 47, P. 52  
P.I.N. 0710-63-4800

MRA  
D.B. 1156, P. 2  
D.B. 1122, P. 690  
P.I.N. 0710-63-2329

LEGEND

- RBF . . . REBAR FOUND (SIZE AS NOTED)
- IRON PIN FOUND
- MNF . . . MAGNETIC NAIL FOUND
- MNS . . . MAGNETIC NAIL SET
- . . . CALCULATED POINT-NOT SET
- ⊕ . . . FIRE HYDRANT
- . . . UTILITY POLE & LINES
- . . . UNDERGROUND GAS LINE
- . . . UNDERGROUND WATER LINE
- . . . BARBED WIRE FENCE
- . . . CHAIN LINK FENCE LINE
- ⊙ . . . ELECTRIC METER
- ⊙ . . . GAS METER
- ⊙ . . . EXISTING MANHOLE
- ⊙ . . . SEWER CLEANOUT
- ⊙ . . . PHONE PEDESTAL
- ⊙ . . . STORM DRAIN
- ⊙ . . . WELL
- ⊙ . . . ROCK WALL
- ⊙ . . . WOODEN POST
- ⊙ . . . SIGN AND SIGN POST
- ⊙ . . . MAILBOX
- ⊙ . . . GUY ANCHOR
- ⊙ . . . STORM DRAIN

LINE	BEARING	DISTANCE
L1	N 05°27'20" E	20.00'
L2	S 60°09'07" E	20.00'

NOTES

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH, AND MAY NOT SHOW ALL EASEMENTS, RESTRICTIONS, RIGHTS OF WAY, ENCUMBRANCES, OR OTHER FACTS THAT MAY BE DISCLOSED BY A FULL TITLE EXAMINATION PERFORMED BY AN ATTORNEY AT LAW.
2. THE DISTANCES AND ACREAGE SHOWN ON THIS PLAT ARE GRID MEASUREMENTS TO CONVERT TO GROUND DISTANCES DIVIDE BY THE COMBINED FACTOR OF 0.99978088.
3. UNLESS STATED OTHERWISE HEREON, ONLY EVIDENCE OF EASEMENTS, BURIED UTILITIES, PIPELINES, OR STRUCTURES THERETO WHICH ARE READILY APPARENT FROM A CASUAL ABOVE GROUND VIEW OF PREMISES ARE SHOWN. INTERESTED PARTIES SHOULD INVESTIGATE THE EXISTENCE OF EASEMENTS, BURIED UTILITIES, OR PIPELINES, IF ANY, AND VERIFY. NO LIABILITY IS ASSUMED BY HIGH COUNTRY SURVEYORS, INC. FOR ANY LOSS THAT MAY BE ASSOC. WITH THE EXISTENCE OF ANY EASEMENT, BURIED UTILITY, OR PIPELINE ON THE PREMISES.
4. PORTIONS OF THESE PROPERTIES ARE LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY FEMA. SEE FIRM 3700071000J DATED 01.06.2010.
5. UNDERGROUND SEWERLINE INFORMATION IS TAKEN FROM BUNCOMBE COUNTY MSD GIS INFORMATION, AND HAS NOT BEEN FIELD VERIFIED.
6. THIS PROPERTY IS ZONED CD BY THE TOWN OF MONTREAT. SEE THE TOWN OF MONTREAT ZONING ORDINANCE FOR MORE INFORMATION.  
INTERESTED PARTIES SHOULD INVESTIGATE ALL EXISTING RESTRICTIONS PRIOR TO DESIGN OR CONSTRUCTION. HIGH COUNTRY SURVEYORS, INC MAKES NO CLAIM TO THE EXISTANCE OF ANY RESTRICTIONS OR COVENANTS.
7. PORTIONS OF THIS PROPERTY ARE SUBJECT TO A 30' VEGETATIVE BUFFER AS MEASURED FROM THE TOP OF THE BANK OF THE EXISTING STREAM, AS OUTLINED BY THE NC DEPT. OF NATURAL RESOURCES - WATER QUALITY DIVISION. (STATE CODE SECTION 15A NCAC 2B.0200).  
ANY STREAMS, CREEKS, PONDS, LAKES, WETLANDS, ETC. LOCATED ON THIS PROPERTY, SHOWN OR NOT SHOWN HEREON, MAY BE SUBJECT TO BUFFER AREAS. IT IS THE OWNER'S/DEVELOPER'S RESPONSIBILITY TO HAVE THE AREAS DESIGNATED BY THE PROPER AUTHORITIES TO MAKE THESE DETERMINATIONS.

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	85.73'	20.00'	245°36'27"	N 27°20'54" W	33.62'
C2	39.93'	20.00'	114°23'33"	N 27°20'54" W	33.62'
C3	33.78'	100.00'	19°21'20"	N 27°20'54" W	33.62'

**PRELIMINARY PLAT**  
 NOT FOR RECORDATION, CONVEYANCES, OR SALES  
 Easement survey for:  
 Town of Black Mountain  
 across the property of:  
 Mountain Retreat Association  
 P.I.N. 0721-00-5981  
 Town of Montreat, Buncombe County, NC  
 1 inch = 20 ft  
 October 12, 2020



- REFERENCES:
- DEED BOOK 103, PAGE 131
  - DEED BOOK 1308, PAGE 364
  - PLAT BOOK 47, PAGE 52
  - PLAT BOOK 16, PAGE 95



**HIGH COUNTRY SURVEYORS, INC.**  
403-B WEST STATE ST., BLACK MOUNTAIN, NC 28711 (828) 664-0091  
HIGHCOUNTRYSURVEYORS.NET CORPORATE LICENSE NUMBER C-1854



**MEMORANDUM: DISPATCH SERVICES**

TO: BOARD OF COMMISSIONERS  
CC:  
FROM: ALEX CARMICHAEL, TOWN ADMINISTRATOR  
SUBJECT: DISPATCH SERVICES  
DATE: 1/5/2021

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The Town of Montreat currently contracts with the Town of Black Mountain to provide dispatch services. Earlier this year staff became aware that the Town of Black Mountain had approached Buncombe County Emergency Management about the possibility of outsourcing its dispatch services to the County. This would necessitate the Town of Montreat consolidating its dispatch services with the County as well.

We currently pay the Town of Black Mountain \$21,168 annually, with a 5% increase each year. In addition to the direct benefits of dispatch services, this arrangement provides a higher degree of officer safety. Because Black Mountain and Montreat officers use the same radio channels, officers from both agencies tend to respond to dangerous calls. A call for breaking and entering for example will result in a Montreat response with Black Mountain back-up on the ready. We hope this would be able to continue under a consolidated County dispatch.

A consolidated County Dispatch would likely result in one radio channel for the County Sheriff's Office, and one radio channel for all the municipalities combined. This would have the benefit of keeping Black Mountain and Montreat on the same channel while running the cost of more crowded radio traffic from other municipalities.

The County has proposed a cost model that considers both population and calls for service. Montreat represents approximately 4.4% of the County population. Annual calls for service however, represent only 2%. The County's cost model proposes that Montreat should pay 3% of the 911 Center budget, or \$9,974.46, with an annual increase of that total multiplied by the Consumer Price Index in effect as of April 30, 2021 (Annual Rate). By way of reference, CPI for November is .2%. This could save the Town of Montreat approximately \$11,193.54 annually.

The danger to Montreat would be if we consolidated with the County but Black Mountain did not. That would pose a problem for officer safety, as we would be disconnected from our primary source of backup. The Black Mountain Board of Aldermen will consider dispatch consolidation at its January 11<sup>th</sup> meeting.



This Intergovernmental Agreement made and entered into this 1<sup>st</sup> day of January, 2021, by and between the County of Buncombe, a body politic and corporate, organized and existing under the laws of the State of North Carolina (hereinafter referred to as "County"), and the Town of Montreat, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as "Town").

WHEREAS, cities and counties are authorized to enter into joint undertakings as authorized by NCGS §153A-445 and Ch. 160A, Art. 20, Part 1 Joint Exercise of Powers;

WHEREAS, the County and Town wish to consolidate all 911 services in Buncombe County in order to provide the highest quality 911 service and lasting value for the residents of County;

WHEREAS, both parties agree that the County shall be responsible for receiving and dispatching all calls for service for the Town and County including Emergency Medical Services, Montreat Police Department, the Buncombe County Sheriff, and volunteer fire departments;

WHEREAS, County and the Town leadership have agreed that a 911 Call Center Consolidation is a mutually beneficial path for public safety entities in Buncombe County. The Parties agree that the benefit of 911 Call Center Consolidation include:

- Eliminate call transferring
- Staffing improvements to provide enhanced coverage for 24/7 operations
- More consistent and effective service delivery
- Greater opportunities for interagency response and backup
- Better data sharing between agencies and responders in the field
- Enhanced opportunity to leverage 911 Fund allocation
- Expanding opportunities for alternate response methods through consolidated training and procedures

WHEREAS, this Agreement establishes each party's commitment to Consolidation and sets forth the basic plan to consolidate personnel, share costs and an implementation timeline.

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the parties hereby agree to the following:

**OPERATION:**

1. The parties agree that Buncombe County, through operational funding and 911 Board, will establish and maintain a Consolidated 911 Call Center (herein “Call Center”) beginning January 1, 2021. Buncombe County will provide the backbone structure to provide important and necessary services such as payroll, employee benefits, facilities maintenance, budget/finance, legal, risk management and procurement.
2. The County will be responsible for taking and dispatching all calls for service for the Town starting January 1, 2021.
3. The Town will have access to dispatch through the County’s Radio System.
4. The Call Center shall meet (1) NFPA’s 1221 standards, (2) National Emergency Medical Dispatch (“EMD”) standards for Accreditation and attaining accreditation, and (3) CALEA’s Standards for Public Safety Communications Agencies.
5. The Town will be responsible for the upkeep and maintenance of its radio system.

**TRANSITION:**

1. Both parties agree to cooperate in the many complex elements involved in transitioning to a consolidated call center.
2. Both parties agree to follow the attached proposed implementation timeline plan to the best of each party’s abilities. A copy of the Implementation Plan is attached as Exhibit A.

**BUDGET:**

The County will bill the Town \$4,987.23 for providing call taking services from January 1, 2021 through June 30, 2021. The Town shall make quarterly payments starting January 1, 2021. Starting July 1, 2021, the Town will pay annually \$9,974.46 multiplied by the Consumer Price Index, All Urban Consumers, published by the United States Department of Labor in effect as of April 30, 2021 (Annual Rate). Starting July 1, 2022, the Annual Rate shall be the 2021 Annual Rate multiplied by the April 30, 2022 CPI. Every future year shall be calculated by taking the previous year’s Annual Rate and then multiplying the Annual Rate by the April 30 CPI. The new rate will always go into effect on July 1<sup>st</sup>.

**RENEWAL**

This Agreement shall automatically renew for a new term from July 1<sup>st</sup> through June 30<sup>th</sup> unless

one of the parties terminates the Agreement as set forth below.

## **TERMINATION**

Either party to this Agreement may terminate the Agreement by giving the other party written notice six months in advance of the July 1<sup>st</sup> renewal date.

## **PUBLIC INFORMATION REQUESTS**

The County will be responsible for maintaining all call for service data for the Consolidated Call Center. The Town will have access to any Call Center data relating to the Town upon request. The Town will be responsible for responding to a public record request directed towards the Town. The County will be responsible for providing the document and/or data to the Town, who in turn will be responsible for distributing the information to the requestor.

## **AMENDMENTS:**

This Agreement may be amended by approval of the Montreat Town Council and the Buncombe County Board of Commissioners.

## **EFFECTIVE DATE:**

This Agreement shall become effective when signed by all of the respective representatives. This Agreement is in place of, supersedes, and replaces any existing Interlocal 911 Agreement.

## **MISCELLANEOUS:**

1. Notice. Except as otherwise provided in this Agreement, all notices and communications required to be sent pursuant to the terms of this Agreement shall be in writing and shall be delivered by hand delivery, certified mail, return receipt requested, or by Federal Express or similar overnight courier service, addressed as follows: To Town: Alex Carmichael, Town Administrator, Town of Montreat, P.O. Box 423, Montreat, NC 28757. To County: Avril Pinder, County Manager, 200 College Street, STE 300, Asheville, NC 28801. All such notices and other communications, which are addressed as provided in this Paragraph, shall be effective upon receipt. The parties hereto may from time to time change their respective addresses for the purpose of notice to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the party sought to be charged with its contents.
2. Whole Agreement. This Agreement contains all of the agreements and representations between the parties with respect to the subject matter hereof. None of the terms of this Agreement shall be waived or modified to any extent,

except by written instrument signed and delivered by both parties.

3. Severability/Survival. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect. The covenants contained in this Agreement, which by their terms require their performance after the expiration or termination of this Agreement, shall be enforceable notwithstanding the expiration or termination of this Agreement.
4. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of North Carolina.
5. Duplicate Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
6. Authority. The individuals signing this Agreement personally warrant that they have the right and power to enter into this Agreement on behalf of Town and County, to grant the rights granted under this Agreement, and to undertake the obligations undertaken in this Agreement.
7. Captions. The captions or headings in this Agreement are inserted only as a matter of convenience and for reference and they in no way define, limit, or describe the scope of this Agreement or the intent of any provision hereof.

**IN WITNESS WHEREOF**, the parties hereto have caused this Addendum to be executed in their respective names, the day and year first above written.

TOWN OF MONTREAT

By: \_\_\_\_\_

COUNTY OF BUNCOMBE

By: \_\_\_\_\_