

**Town of Montreat  
Board of Commissioners Meeting – Public Forum  
March 9, 2023 – 6:30 p.m.  
Town Hall**

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**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  
March 9, 2023 – 7:00 p.m.  
Town Hall**

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**I. Call to Order**

- Pledge of Allegiance
- Moment of Silence

**II. Agenda Adoption**

**III. Mayor's Communications**

**IV. Consent Agenda**

A. Meeting Minutes Adoption

- February 9<sup>th</sup> Town Council Public Forum Meeting Minutes
- February 9<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.***

**VI. Town Manager's Communications**

- Consent Agenda Review
- Other Items

**VII. Administrative Reports**

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

**VIII. Public Comment**

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

**IX. Old Business**

**X. Closed Session**

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

**XI. New Business**

**A. Consideration of Appointing Ed Kramer to Tree Board**

- See Agenda Materials on page 27
- **Suggested Motion:** Move to appoint/deny Ed Kramer to Tree Board to fill an unexpired term that will expire on January 31, 2025

**B. Consideration of Appointing Kathy Putnam to Montreat Landcare**

- See Agenda Materials on pages 28-32
- **Suggested Motion:** Move to appoint/deny Kathy Putnam to Montreat Landcare to fill a term which will expire on June 30, 2025.

**C. Consideration of Appointing Jean Norris to Montreat Landcare**

- See Agenda Materials on pages 34-35
- **Suggested Motion:** Move to appoint/deny Jean Norris to Montreat Landcare to fill a term which will expire on June 30, 2025.

**D. Consideration of Reappointing Danny Sharpe to Board of Adjustment**

- See Agenda Materials on page 36
- **Suggested Motion:** Move to reappoint/deny Danny Sharpe to Board of Adjustment to fill a term of three years which will expire on June 30, 2026.

**E. Consideration of Reappointing Philip Arnold to Audit Committee**

- See Agenda Materials on page 37
- **Suggested Motion:** Move to reappoint/deny Philip Arnold to Audit Committee to fill a term of two years which will expire on June 30, 2025.

**F. Consideration of Reappointing William “Bill” Scheu to Open Space Conservation Committee**

- See Agenda Materials on page 38
- Suggested Motion: Move to reappoint/deny William “Bill” Scheu to Open Space Conservation Committee to fill a term which will expire on June 30, 2025.

**G. Consideration of Approving Proposal Number 58136 with Liquid Engineering Corporation**

- Presenter: Barry Creasman
- See Agenda Materials on pages 39-42
- Suggested Motion: Move to approve/deny Proposal Number 58136 in the amount of \$5,770.00 for water tank inspection and cleaning.

**H. Consideration of Paving Projects**

- Presenter: Barry Creasman
- See Agenda Materials on pages 43-76
- Direct staff to address the following projects with regards to paving with budgeted funds:

**I. Consideration of Ordinance Revisions for Qualifications as a Bearwise Community (2<sup>nd</sup> Reading)**

- Presenter: Mayor Pro Tem Mason Blake
- See Agenda Materials on pages 77-81
- Suggested Motion: Move to approve/deny Ordinance Revisions for Qualifications as a BearWise Community

**XI. Public Comment**

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

**XII. Commissioner Communications**

**XIII. Dates to Remember**

- **Comprehensive Plan Steering Committee Meeting, Friday March 17<sup>th</sup> at 2:00 p.m. in Town Hall**
- **Board of Adjustment, Tentative Thursday March 23<sup>rd</sup> at 5:00 p.m. in Town Hall**
- **Tree Board, Tuesday March 28<sup>th</sup> at 9:30 a.m. in Town Hall**

**XV. Adjournment**

**Town of Montreat  
Board of Commissioners  
Public Forum Meeting Minutes  
February 9, 2023 – 6:30 p.m.  
Town Hall**

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Board members present: Mayor Tim Helms  
Mayor Pro Tem Mason Blake  
Commissioner Kitty Fouche  
Commissioner Kent Otto

Board members absent: Commissioner Jane Alexander  
Commissioner Tom Widmer

Town staff present: Ben Blackburn, Interim Town Manager  
Angie Murphy, Town Clerk

A few members of the public were present. Mayor Tim Helms called the meeting to order at 6:30 p.m., and led the group in a moment of silence. Mayor Helms took a moment to remember Shannon Ingersoll who passed away last week after a long illness. Mrs. Ingersoll was a long time member of the Montreat Board of Adjustment and most recently the Bridge Aesthetics Committee.

**Agenda Approval**

Mayor Pro Tem Mason Blake moved to adopt the agenda as presented. Commissioner Kent Otto seconded and the motion carried 3/0.

**Public Forum**

Martha Campbell of 149 Maryland Place read from a list of prepared questions about the Town of Montreat attorney fees in the ongoing litigation regarding the Montreat Lodge project. Total Town Expenses for this matter through 12/31/22 equal \$87,138.63 for attorney fees and \$14,792 for staff time and fees for a total of \$101,930.63. At this stage in the process the average current monthly expenses are less than \$500 a month. Mrs. Campbell asked where in the current budget does the extra money for this and other litigations derive from. Mayor Helms advised that there is a line item in the Town's annual operating budget for Professional Services which includes attorney fees. Mayor Helms also advised that Staff and Town Council adopted a budget based on prior attorney fees and estimated future attorney costs. Mrs. Campbell asked how financial updates related to this and other litigations be shared with residents of the Town of Montreat now and in the future. Mayor Helms advised that most, if not all documents, contained at the Town Hall are considered Public Record and are available for public review by request. There are some statutes that regulate the release of attorney-client communications.

Tom Frist of 98 Frist Road reflected on a recent email sent by Town resident Don Reid regarding the proposal of renting out Town Hall as Event Space. Mr. Frist asked if the results of a recent survey about this matter were available for review.

Dr. Mary Standaert 118 Shenandoah Terrace suggested that Town Staff reach out to Town Attorney Susan Taylor Rash about the specifics of renting Town Hall.

Arrington Cox of 203 Virginia Road questioned the liability issues regarding the rental of Town Hall.

Bill McCaskill of 114 John Knox Road expressed his concerns about safety in blind curves in Montreat. Mr. McCaskill suggested painting yellow lines in the tight curves.

Mike Collie of 344 Oklahoma Road thought yellow striping would be a great idea as well as trimming the foliage back in or around rights-of-way.

### **Adjournment**

Commissioner Kitty Fouche moved to adjourn the meeting. Commissioner Kent Otto seconded and the motion carried 3/0. The meeting was adjourned prior to 6:47 p.m.

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Tim Helms, Mayor

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Angie Murphy, Town Clerk

**Town of Montreat  
Board of Commissioners  
Meeting Minutes  
February 9, 2023 – 7:00 p.m.  
Town Hall**

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Board members present: Mayor Tim Helms  
Mayor Pro Tem Mason Blake  
Commissioner Kitty Fouche  
Commissioner Kent Otto

Board members absent: Commissioner Jane Alexander  
Commissioner Tom Widmer

Town staff present: Ben Blackburn, Interim Town Manager  
Angie Murphy, Town Clerk  
David Arrant, Chief of Police  
Barry Creasman, Public Works Director  
Rachel Eddings, Finance Officer

Several members of the public were present at Town Hall and several more were watching via Zoom. Mayor Tim 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 Kitty Fouche moved to adopt the agenda as presented. Mayor Pro Tem Mason Blake seconded and the motion carried 3/0.

**Mayor's Communications**

Mayor Tim Helms announced that Commissioner Tom Widmer was absent due to a recent knee replacement and Commissioner Jane Alexander was feeling a little under the weather this evening. Mayor Helms took a moment to remember long-time resident Shannon Ingersoll who passed away last Friday after a long illness. Mrs. Ingersoll gave her time to several Boards and Committees of the Town of Montreat and will definitely be missed. Mayor Helms then proceeded to read and answer Mrs. Martha Campbell's prepared questions regarding attorney fees surrounding the proposed Montreat Lodge Project. These questions/answers were presented during the Public Form as well. Total Town Expenses for this matter through 12/31/22 equal \$87,138.63 for attorney fees and \$14,792 for staff time and fees for a total of \$101,930.63. At this stage in the process the average current monthly expenses are less than \$500 a month. Mrs. Campbell asked where in the current budget does the extra money for this and other litigations derive from. Mayor Helms advised that there is a line item in the Town's annual operating budget for Professional Services which includes attorney fees. Mayor Helms also advised that Staff and Town Council adopted a budget based on



prior attorney fees and estimated future attorney costs. Mrs. Campbell asked how financial updates related to this and other litigations be shared with residents of the Town of Montreat now and in the future. Mayor Helms advised that most, if not all documents, contained at the Town Hall are considered Public Record and are available for public review by request. There are some statutes that regulate the release of attorney-client communications.

### **Meeting Minutes Adoption**

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

### **Interim Town Manager's Communications**

Interim Town Manager Ben Blackburn formally introduced Ms. Rachel Eddings as the Town's new Finance Officer.

### **Administrative Reports**

- Administration – This report was given in written format.
- Finance – 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.
- Sanitation – This report was given in written format.
- Streets – This report was given in written format.

Mayor Pro Tem Mason Blake advised that all of the Administrative Reports needed to have the correct data for the prior year as well as updating all the dates on the spreadsheet.

Commissioner Kent Otto asked where the Town was on repairs to the Upper Texas Road area. Public Works Director Barry Creasman advised that he has a call into Civil Design Concepts and is awaiting a response.

### **Public Comment**

Mrs. Martha Campbell of 149 Maryland Place recently read an article in the Black Mountain News/Asheville Citizen-Times about the brief filed in Superior Court about the Montreat Lodge issue. As she read the article she realized that it's going to become even more difficult for the Town of Montreat to fill its volunteer vacancies on the Town's Boards and Commissions if their contributions to entities in this Town will be published in the papers.

**Old Business**

There was no Old Business to discuss.

**New Business**

- A. Consideration of Wayfinding Sign Request for MRA: Zoning Administrator Kayla DiCristina stated that Tanner Pickett on behalf of the MRA was seeking permission from the Board of Commissioners to place a new wayfinding sign in the right-of-way for Assembly Drive between Community Center Circle and Lookout Road. This new wayfinding sign would replace the existing wayfinding sign in the same location. The existing wayfinding sign predates the Montreat Zoning Ordinance (MZO) and is considered non-conforming. The existing wayfinding sign is proposed to be removed and replaced with a new wayfinding sign. The new wayfinding sign must comply with the provisions of the MZO. Ms. DiCristina advised that Section 809 MZO stated that no wayfinding signs other than government agency-owned wayfinding signs may be placed on Town right-of-way or other Town property without obtaining the permission and approval of the Town. Ms. DiCristina also advised that once the Town approves the request for the wayfinding sign the MRA must then go before the Montreat Board of Adjustment to obtain a variance to allow the wayfinding sign to exceed the size restriction of four square feet on wayfinding signs. Ms. DiCristina also advised that the Board of Commissioners should consider requiring the applicant to obtain new permission and approval should the applicant change the design or size of the wayfinding sign. Commissioner Kent moved to grant a request from the Mountain Retreat Association to place a new wayfinding sign in the Town of Montreat's right-of-way for Assembly Drive between Community Center Circle and Lookout Road with any further changes brought back before the Board of Commissioners for approval. Commissioner Kitty Fouche seconded and the motion carried 3/0.
- B. Consideration of Resolution #23-02-0001 Supporting Local Control of School Calendars: Town Clerk Angie Murphy asked the Town Council to consider approving Resolution #23-02-0001 Supporting Local Control of School Calendars. Ms. Murphy advised that the new Buncombe County Schools Superintendent Rob Jackson had called requesting support of the Board in giving the Buncombe County schools autonomy in planning their school calendars. Ms. Murphy gave a few examples as provided by Dr. Jackson. Mayor Pro Tem Mason Blake moved to adopt Resolution #23-02-0001 Supporting Local Control of School Calendars. Commissioner Kent Otto seconded and the motion carried 3/0.
- C. Consideration of Granting an Easement Regarding Property on Harmony Lane: Zoning Administrator Kayla DiCristina advised that this request was being brought before the Board of Commissioners by Mr. Gary Higgins for an access easement to obtain access for a lot off Harmony Lane. The property in question is located on the eastern side of Harmony Lane east of Little Piney

Branch. Ms. DiCristina advised that at the Board's October 13, 2022 meeting, the Board recommended that Mr. Higgins pursue the option of obtaining an access easement to gain access to the Property in question. The Board requested that Mr. Higgins return to the Commission with a draft easement agreement, description of the easement, letter from the MRA for permission to cross Little Piney Branch, and a title search confirming that the Town of Montreat can grant the easement. Ms. DiCristina advised that she had received all these aforementioned documents and Town Attorney Susan Taylor Rash and Mayor Pro Tem Mason Blake had reviewed the draft easement agreement easement description and found them sufficient. Mayor Pro Tem Blake then suggested additional language to be added to the easement agreement. The final easement agreement was then sent to the Board of Commissioners and posted on the Town's website in the Updated Meeting Packet. Commissioner Kitty Fouche moved to grant an easement across Little Piney Branch to provide access to a lot to the east of Harmony Lane described as PIN#071077202100000. Commissioner Kent Otto seconded and the motion carried 3/0.

- D. Consideration of Parking Plan on Lookout Road: Commissioner Kent Otto stated that at a previous meeting Mayor Helms charged Commissioners Alexander and Otto with the task of rectifying a parking/traffic/safety situation on Lookout Road. Commissioner Otto stated that he and Commissioner Alexander met with representatives from the Black Mountain Police Department, Montreat Police, Montreat College and Mountain Retreat Association on more than one occasion about this matter. The Town's Public Works crews and members of the community have weighed in with their thoughts on parking and safety as well. Commissioner Otto showed a series of photos on Lower and Upper Lookout and outlined the basics of the plan. Commissioner Otto advised Chief Arrant that this would be adding more to the officer's plates with regards to enforcement. Mayor Pro Tem Mason Blake moved to approve the Parking Plan on Lookout Road as described by Commissioner Otto with five places being removed on the lower end of Lookout and roughly ten places on the upper side of Lookout. Commissioner Kent Otto seconded and the motion carried 3/0.
- E. Consideration of Ordinance Revisions for Qualifications as a Bearwise Community: Mayor Pro Tem Mason Blake advised that the Town of Montreat was working towards becoming certified as a Bearwise Community and because of that work some changes needed to be made to the Town's Solid Waste Ordinance and the Town's Ordinance Against the Feeding of Bears. The changes to the Town's Solid Waste Ordinance involve definitions. Definitions have been added for "Bearwise", "Standard Solid Waste Containers", "Bear-Resistant Solid Waste Containers" and "Bear-Resistant Waste Container Enclosure". The purpose of the addition of the definitions is make the following of the rules a little clearer. Mayor Pro Tem Blake advised that the new rules were not requiring every resident to purchase a Bear-Resistant Waste Container. Mayor Pro Tem Blake advised that a new rule has been added which states that if Town Staff does not for whatever reason collect or dispose Solid Waste scattered as a result of a container or enclosure that has been upset or damaged, or as a result of any other cause, the owner of a property served by such container or enclosure shall be responsible to promptly collect and dispose of the scattered Solid Waste in compliance with the provisions of Article II of Chapter G. In the Ordinance on the

Prohibition of Feeding Bears there was one change in that if the Montreat Police catch you engaging in behaviors that could attract bears you will need to stop. This new rule does not apply to bird feeders. These new rules have been approved by Bearwise Staff and Town Staff as well. Commissioner Kitty Fouché moved to approve Ordinance Revisions for Qualifications as a Bearwise Community. Mayor Pro Tem Blake seconded and the motion carried 3/0.

### **Public Comment**

Mr. Tom Frist of 98 Frist Road shared his concerns about the property owners on Lookout Road who are dependent on parking for their guest and visitors. Mr. Frist encouraged Council to pay special attention to the property owners who had no other parking options. Mr. Frist also asked if it would continue to still be permissible to put cardboard outside the bear proof trash cans for pickup.

Ms. Arrington Cox of 203 Virginia Road posed the question that if the Town Staff could not pick up the scattered trash and the property owner could not be reached then who would be responsible for picking up the trash.

Dr. Mary Standaert of 118 Shenandoah Terrace thanked the Council for all their hard work on the parking issues with the College. Dr. Standaert then expressed her views on the fact that Montreat College does not contribute financially to the Town.

Mr. Mike Collie of 344 Oklahoma Road thanked the Council for addressing the issues on Lookout with regards to parking. Mr. Collie pointed out that there are usually quite a few empty parking places at the library for students to utilize.

### **Commissioner Communications**

- Mayor Pro Tem Mason Blake advised that himself, Commissioner Widmer and representatives from Town Staff met with members of the Department of Transportation and the Land of Sky Metropolitan Planning Organization earlier this week about the Texas Road Bridge. The Council arrived at a consensus to direct Town Staff to enter into and negotiate a contract with Mattern & Craig to design phase 2 of the bridge at a 12 foot width with the funds to be paid from the existing budgeted funds.

### **Dates to Remember**

- Bearwise Training Meeting, Monday February 20<sup>th</sup> at 10:00 a.m. in Town Hall
- Bearwise Training Meeting, Wednesday February 22<sup>nd</sup> at 6:00 p.m. in Town Hall
- Board of Adjustment Meeting, Thursday February 23<sup>rd</sup> at 5:00 p.m. in Town Hall
- Bearwise Training Meeting, Friday February 24<sup>th</sup> at 1:00 p.m. in Town Hall

**Closed Session**

Commissioner Kent Otto moved to enter into Closed Session in accordance with NCGS 143-318.11(6) for discussion of a personnel matter. Commissioner Kitty Fouche seconded and the motion carried 3/0.

Upon returning to Open Session no new business was entered upon.

**Adjournment**

Commissioner Kent Otto moved to adjourn the meeting. Mayor Pro Tem Mason Blake seconded and the motion carried 3/0. The meeting was adjourned at 8:23 p.m.

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Tim Helms , Mayor

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Angie Murphy, Town Clerk

**ADMINISTRATIVE REPORTS:  
ADMINISTRATION**

Town Administration report for the month of February 2023

Monthly Statistics	2022	2023
Public Meetings	5	7
Inter-Organizational /Intergovernmental Meetings	1	3
Agendas Prepared	5	4
Minutes Transcribed	4	5
Resolutions Drafted	0	1
Public Records Requests Processed	2	4
Water Bills Processed	676	678
Leak Adjustments	0	1
New Water Accounts Established	1	0
Purchase Orders	47	57
Professional Development Hours	5	19
Sunshine List Messages		14
Website Posts	10	14
Social Media Posts	0	0
Code Red Alerts	0	0
Workers Compensation Claims	0	0

**Upcoming Events and Schedule Changes**

**Comments**

N/A

**Staff Communications**

N/A



## TOWN OF MONTREAT

P. O. Box 423, Montreat, NC 28757  
Tel: (828) 669-8002 | Fax: (828) 669-3810  
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### ADMINISTRATIVE REPORTS: BUILDINGS AND INSPECTIONS

Buildings and Inspections report for the month of February 2023

Monthly Statistics	2022	2023
Building Permits Issued	6	9
Pending Building Permits	0	0
Building Inspections Performed	45	23
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

#### Staff Communications



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### ADMINISTRATIVE REPORTS: STREETS

Streets Department report for the month of February , 2023

Monthly Statistics	2022	2023
Miles of Road Maintained	15.46	17.12
Miles of New Road Constructed	0	0
Public Trees Removed	0	0
Sand Applied to Roads (tons)	0	0
Ice Melt Applied to Roads (pounds)	0	0
Monthly Fuel Costs	364.23	364.23
Contracted Employee Staff Hours	0	0
Road Closures	0	0

#### Comments

This month we are going to be removing numerous dead trees all around town. There will be some road closures involved with some of the removals. We will be posting the closures the day before so that folks can plan accordingly. Thank you.





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### ADMINISTRATIVE REPORTS: POLICE DEPARTMENT

Police Department report for the month of February , 2023

Monthly Statistics	2022	2023
Mileage	1,968	2,351
Dispatched Calls	32	21
Officer-Initiated Calls	475	549
Fire Assistance Calls	2	3
EMS Assistance Calls	0	1
Motorist/Other Assistance Calls	26	20
Traffic Stops	15	24
Parking Issues	2	6
Burglar Alarm Responses	0	1
Fire Alarm Responses	1	3
Residential/Building Checks	433	501
Ordinance Violations	1	6
Law Enforcement Agency Assistance Calls	18	10
Animal Control Calls	2	0
Larcenies	0	0
Breaking & Entering Calls	0	0
Suspicious Person Investigations	1	2
Suspicious Vehicle Investigations	5	7
Disturbance Calls	2	5
Accident Responses	2	1
Auxiliary Hours Worked (Regular)	0	0
Auxiliary Hours Worked (Addittional)	48	36
Truck Turns at Gate	11	7
MPD Fuel Cost	\$ -	\$0.00
Professional Development Hours	0	20
Town Service	480	567
MRA Service	289	221
College Service	5	13

#### Comments

A reminder, our non-emergency number has changed. You can reach the MPD Officer on duty through Buncombe County Dispatch. 828-250-6670.



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### ADMINISTRATIVE REPORTS: WATER AND PUBLIC WORKS

Water and Public Works report for the month of February , 2023

Monthly Statistics	2022	2023
Calls for Service	68	32
Water Leaks Repaired	2	0
New Water Lines Installed	0	0
Water Meters Read	674	674
Water Meter Replacements	7	25
Gallons of Water Produced	3364399	2,920,484
Monthly Fuel Cost	601.08	\$ 829.47
Hours Pumped (11 wells combined)	1576	1,585

#### Comments

We would like to remind folks to please leave their heat on a low setting when their homes are going to be empty over the winter months. Also if they hear of a power outage and think that their homes are affected by the outage please leave the water in their homes at a slow drip. If your are not able to do so have one of your neighbors turn the water on for you or gives us a call and we can see if we can assist you. Thank you and Have a Blessed year.



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### ADMINISTRATIVE REPORTS: SANITATION

Sanitation Department report for the month of February , 2023

Monthly Statistics	2022	2023
Tons of Curbside Trash Collected	12.59	12.06
Pay-As-You-Throw Trash Bags Collected	N/A	NA
Tons of Curbside Recycling Collected	3.01	4.29
Pay-As-You-Throw Recycling Bags Collected	N/A	NA
Cardboard Recycling Collected	.94 tons	0.61
Unique Curbside Sanitation Stops	1445	1,780
Bagged Leaf Pickup	108	86.00
Brush Pickup (cubic yards)	4 Loads	4 Loads
Hauling Fees	1064.1	\$1,650.50
Tipping Fees	0	\$1,027.67
Dumpster Rental Fees	203.92	\$460.26
Sanitation Fuel	311.45	\$ 230.00

#### Comments:

We would like to remind everyone to please tie trash bags and to please break down their cardboard.  
Thank you.



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### ADMINISTRATIVE REPORTS: ZONING ADMINISTRATION

Zoning Administration report for the month of February 2023

Monthly Statistics	2022	2023
Approved Zoning Permits	0	2
Denied Zoning Permits	0	0
Pending Zoning Permits	0	1
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

February Building Permit Issued

Permit Number	Date	Name	Property Address	Permit Type	Project	Zoning Approval
5869	2/1/2023	William Black Lodge	329 NC Terrace	electrical	fire alarm upgrade	no
5870	2/1/2023	Natalie Reddell	113 Mecklenburg Circle	mech/gas	gas piping	no
5871	2/3/2023	Matt Wood	116 Mecklenburg Circle	mech	partial ductwork	no
5872	2/3/2023	Lisa David	542 Peace Lane	mech/plumb	hwh rpl	no
5873	2/10/2023	SBA Communications	398 SC Terrace	building permit	colocation	yes
5874	2/10/2023	JW Taylor	386 Oklahoma Terr	elec/mech	hvac	no
5875	2/17/2023	Lucy Mason	104 Frist Road	building permit	resid additions	no
5876	2/21/2023	Katheryn Fouche	129 Virginia Rd	building permit	resid repairs	no
5877	2/27/2023	David Cook	219 Assembly Dr	mech/elect	2head mini-split	no

Date of Deposit	Jul-21	Jul-22	% +/-	Aug-21	Aug-22	% +/-	Sep-21	Sep-22	% +/-	Oct-21	Oct-22	% +/-	Nov-21	Nov-22	% +/-	Date of Deposit	Dec-21	Dec-22	% +/-	Jan-22	Jan-23	% +/-	Feb-22	Feb-23	% +/-
AdVal/RMV (Includes Sp Assess&Ded Fees)	2,920.94	2,467.17	-18%	3,457.81	8,783.55	61%	106,638.16	115,574.01	8%	112,242.83	96,696.17	-16%	60,228.54	84,706.01	28.90%	AdVal/RMV	267,776.90	250,138.43	-7.05%	364,761.06	371,502.07	1.81%	236,966.78	305,360.87	22.40%
Sales	40,374.75	48,247.41	16%	41,390.38	50,254.48	18%	45,270.46	52,432.25	14%	45,114.37	51,787.47	13%	41,479.39	51,747.54	19.84%	Sales	43,345.68	52,079.05	16.77%	44,765.05	51,498.73	13.08%	46,005.02	49,849.91	7.71%
Solid Waste (Quarterly)				179.40	157.37	-14%							173.79	186.60	6.86%	Solid Waste (Quarterly)							178.63	224.03	20.27%
Utility Fran (Quarterly)							18,360.31	19,305.00	5%							Utility Fran (Quarterly)	23,240.05	26,761.50	13.16%						
Wine/Beer (Annual-May)								QE 6/30/22								Wine/Beer (Annual-May)									

NOTES:

AdVal Tax is received the month after the tax is collected  
RMV Tax is received two months after the tax is collected  
Sales Tax is received three months after the tax is collected

**FEBRUARY 2022 - MONTH 8 OF FISCAL YEAR 2021-2022**

**REVENUES**

Fund	Fund #	Budget	YTD Budget	YTD Collected	Difference
GENERAL FUND	10	1,810,952.00	1,207,301.33	1,513,062.72	305,761.39
WATER FUND	30	344,041.00	229,360.67	240,065.24	10,704.57
<b>TOTAL REVENUES GENERAL &amp; WATER FUNDS</b>		<b>2,154,993.00</b>	<b>1,436,662.00</b>	<b>1,753,127.96</b>	<b>316,465.96</b>

**EXPENSES**

Dept Name	Fund #	Budget	YTD Budget	YTD Exp	Difference
GOVERNING BODY	10	40,471.00	26,980.67	17,343.09	9,637.58
ADMINISTRATION	10	446,567.00	297,711.33	328,079.69	(30,368.36)
PUBLIC BUILDINGS	10	44,503.00	29,668.67	19,786.47	9,882.20
POLICE	10	438,373.00	292,248.67	246,701.85	45,546.82
BUILDING AND ZONING	10	117,506.00	78,337.33	45,606.28	32,731.05
PUBLIC WORKS	10	215,574.00	143,716.00	163,360.19	(19,644.19)
STREET	10	378,462.00	252,308.00	150,843.96	101,464.04
SANITATION	10	106,596.00	71,064.00	80,125.27	(9,061.27)
ENVIRON,CONS,REC	10	22,900.00	15,266.67	9,925.77	5,340.90
<b>TOTAL EXPENSES GENERAL FUND</b>		<b>1,810,952.00</b>	<b>1,207,301.33</b>	<b>1,061,772.57</b>	<b>145,528.76</b>

Dept Name	Fund #	Budget	YTD Budget	YTD Exp	Difference
WATER	30	344,041.00	229,360.67	172,559.45	56,801.22
<b>TOTAL EXPENSES WATER FUND</b>		<b>344,041.00</b>	<b>229,360.67</b>	<b>172,559.45</b>	<b>56,801.22</b>

<b>TOTAL EXPENSES GENERAL &amp; WATER FUNDS</b>	<b>\$2,154,993.00</b>	<b>\$1,436,662.00</b>	<b>\$1,234,332.02</b>	<b>\$202,329.98</b>
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**GENERAL FUND INCOME/LOSS - YTD** **\$451,290.15**

**WATER FUND INCOME/LOSS - YTD** **\$67,505.79**

**NET INCOME - YTD 2022** **\$518,795.94**

SPECIAL PROJECTS					
Project	Fund #	Budget	This Month Actual	Amount Spent To Date	% Spent
TOWN HALL	13	2,389,529.77	0.00	2,222,293.91	93.00%
PUBLIC WORKS BLDG	14	403,888.86	533.84	396,792.34	98.24%
FEMA-GREYBEARD	15	238,360.00	0.00	242,684.30	101.81%
FEMA-TEXAS ROAD	16	38,272.00	0.00	38,071.55	99.48%
FEMA-PROVIDENCE TERR	17	15,883.00	0.00	15,683.00	98.74%
FEMA-CALVIN TRAIL	20	13,691.00	0.00	13,490.57	98.54%
FEMA-CULVERT PROJECT	21	47,491.00	0.00	39,274.83	82.70%
FEMA-DEBRIS PROJECTS	22	0.00	0.00	0.00	0.00%
FEMA-URBAN FORESTRY 2018	23	10,000.00	0.00	841.28	8.41%
FEMA-URBAN FORESTRY 2019	24	10,114.00	0.00	2,352.41	23.26%
FEMA-MISC	25	168,583.00	0.00	57,060.03	33.85%
LANDCARE	26	750.00	0.00	49.95	6.66%
CARES ACT GRANT	27	9,697.06	0.00	5,135.53	52.96%
AMERICAN RESCUE PLAN ACT	28	138,633.39	0.00	55,423.00	39.98%
<b>TOTAL SPECIAL PROJECTS</b>		<b>\$ 3,484,893.08</b>	<b>\$ 533.84</b>	<b>\$ 3,089,152.70</b>	<b>88.64%</b>

## REVENUES

Fund	Fund #	Budget	YTD Budget	YTD Collected	Difference
GENERAL FUND	10	2,074,556.00	1,210,157.67	1,635,630.92	425,473.25
WATER FUND	30	359,734.00	209,844.83	255,009.37	45,164.54
TOTAL REVENUES GENERAL & WATER FUNDS		<b>2,434,290.00</b>	<b>1,420,002.50</b>	<b>1,890,640.29</b>	<b>470,637.79</b>

## EXPENSES

Dept Name	Fund #	Budget	YTD Budget	YTD Exp	Difference
GOVERNING BODY	10	45,572.00	26,583.67	40,663.53	(14,079.86)
ADMINISTRATION	10	471,922.00	275,287.83	304,809.93	(29,522.10)
PUBLIC BUILDINGS	10	120,862.00	70,502.83	30,951.48	39,551.35
POLICE	10	439,974.00	256,651.50	257,901.93	(1,250.43)
BUILDING AND ZONING	10	94,600.00	55,183.33	64,938.00	(9,754.67)
PUBLIC WORKS	10	117,593.00	68,595.92	85,251.51	(16,655.59)
STREET	10	624,083.00	364,048.42	164,834.76	199,213.66
SANITATION	10	136,900.00	79,858.33	87,307.63	(7,449.30)
ENVIRON,CONS,REC	10	23,050.00	13,445.83	1,346.30	12,099.53
TOTAL EXPENSES GENERAL FUND		<b>2,074,556.00</b>	<b>1,210,157.67</b>	<b>1,038,005.07</b>	<b>172,152.60</b>

Dept Name	Fund #	Budget	YTD Budget	YTD Exp	Difference
WATER	30	359,734.00	209,844.83	141,767.29	68,077.54
TOTAL EXPENSES WATER FUND		<b>359,734.00</b>	<b>209,844.83</b>	<b>141,767.29</b>	<b>68,077.54</b>

TOTAL EXPENSES GENERAL & WATER FUNDS	<b>\$2,434,290.00</b>	<b>\$1,420,002.50</b>	<b>\$1,179,772.36</b>	<b>\$240,230.14</b>
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GENERAL FUND INCOME/LOSS - YTD **\$597,625.85**

WATER FUND INCOME/LOSS - YTD **\$113,242.08**

NET INCOME - YTD 2022 **\$710,867.93**

SPECIAL PROJECTS					
Project	Fund #	Budget	This Month Actual	Amount Spent To Date	% Spent
TOWN HALL	13	2,389,579.77	0.00	2,317,203.80	96.97%
PUBLIC WORKS BLDG	14	403,888.86	0.00	398,393.11	98.64%
FEMA-GREYBEARD	15	242,760.00	0.00	242,684.30	99.97%
FEMA-TEXAS ROAD	16	38,272.00	0.00	38,071.55	99.48%
FEMA-PROVIDENCE TERR	17	15,883.00	0.00	15,683.00	98.74%
FEMA-CALVIN TRAIL	20	13,691.00	0.00	13,490.57	98.54%
FEMA-CULVERT PROJECT	21	47,491.00	0.00	39,274.83	82.70%
FEMA-URBAN FORESTRY 2018	23	10,000.00	0.00	841.28	8.41%
FEMA-URBAN FORESTRY 2019	24	10,114.00	0.00	2,352.41	23.26%
FEMA-MISC	25	214,747.00	0.00	62,903.55	29.29%
LANDCARE	26	1,560.00	0.00	49.95	3.20%
CARES ACT GRANT	27	9,697.06	0.00	5,135.53	52.96%
AMERICAN RESCUE PLAN ACT	28	138,633.39	0.00	55,423.00	39.98%
TOTAL SPECIAL PROJECTS		<b>\$ 3,536,317.08</b>	<b>\$ -</b>	<b>\$ 3,191,506.88</b>	<b>90.25%</b>





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**New submission from Board Application Form**

noreply@townofmontreat.org <noreply@townofmontreat.org>

via mail1.wpengine.com

Mon 2/20/2023 10:38 AM

To: Info <info@townofmontreat.org>

**Full Legal Name**

edward michael kramer

**Physical Address**

134 kanawha drive  
montreat, north carolina 28757  
United States  
[Map It](#)

**Same as Mailing Address?**

No

**Mailing Address**

PO BOX 868  
MONTREAT, NC 28757  
United States  
[Map It](#)

**Phone**

(141) 284-8226

**Email**

[edmk51@yahoo.com](mailto:edmk51@yahoo.com)

**On Which Committee Would You Like to Serve?**

Other

**Please Explain Why You Wish to Join This Committee**

tree board...keeping the natural uniqueness of Montreat as a community built to respect the environment

**Briefly explain what you believe are the three most important issues facing our community at this time and how you believe serving on the selected board/committee can play a role in addressing each issue:**

making sure that any improvements to the physical improvements to the privately owned property at a minimum adhere to the town's laws and ordinances with the hope that these improvements will consider the spirit of the towns laws and ordinances... when it comes to respecting the natural beauty of Montreat...  
Of course always taking the safety of the town through professional management of the public areas into consideration in any final decisions...  
Coordinating our decisions with other like groups in Montreat for a more effective outcome and alway keeping our elected officials and town administrators aware of our activities...

**List any abilities, skills, specialized training or interest you have which are applicable to this board/committee:**

being a property owner I have a vested interest that Montreat retains its character as a place of natural beauty....  
I have no specific training or skills....  
I do enjoy gardening and maintain vegetable and flower gardens at my residence and have invested in improving my property along with Dan Wiggs, a certified Arborist and an employee of the maintenance team for the Town of Montreat.

**Have you ever attended a regularly scheduled meeting of the selected board/committee?**

Yes

**How much time are you able to devote to fulfill this obligation?**

monthly meetings

noreply@townofmontreat.org <noreply@townofmontreat.org>  
via mail1.wpengine.com  
Sun 2/26/2023 9:33 AM  
To: Info <info@townofmontreat.org>

**Full Legal Name**

**Kathy Putnam**

### Physical Address

407 West Virginia Terrace  
Montreat, NC 28757  
United States  
[Map It](#)

**Same as Mailing Address?**

No

**Mailing Address**

380 Lakeview Street  
Orlando, FL 32804  
United States  
[Map It](#)

**Phone**

(321) 279-4088

**Email**

[kputnam380@gmail.com](mailto:kputnam380@gmail.com)

### On Which Committee Would You Like to Serve?

Montreal Landcare Committee

**Please Explain Why You Wish to Join This Committee**

We bought a home in Montreat because of the natural setting and the obvious commitment that the community has to keeping it that way. I have always felt at home in the woods or other natural settings and understand how our health and well being are connected to a healthy natural environment. Being new to Montreat, I look forward to being involved in the community and doing what I can to preserve its ecosystems. Serving on this board would be the perfect opportunity to connect and contribute to our new home through a subject matter I deeply care about.

Briefly explain what you believe are the three most important issues facing our community at this time and how you believe serving on the selected board/committee can play a role in addressing each issue:

- 1) Overuse of resources from growth and increasing number of visitors
- 2) Affects of climate change on ecosystem
- 3) Erosion and water quality

I believe educating Montreat residents and visitors about our area's special ecosystems and their part in protecting them can help address issues 1 and 3. This includes engaging residents (such as through the Citizen Scientists program) to encourage them to take ownership in environmental preservation. Consistent monitoring tracks resources overuse (potentially increasing number of visitors), erosion, invasive species, water quality, and affects of climate change on the ecosystem. Working with partner organizations, data can form the basis for potential grant funding for projects.

**List any abilities, skills, specialized training or interest you have which are applicable to this board/committee:**

My career (from which I have recently retired) has been in journalism, media relations, government communications, and public involvement/outreach. My love, since I was in Girl Scouts as a child, has been the outdoors. While the bulk of my outdoor experience has been in Florida (birding, camping, hiking, kayaking), I look forward to learning about western North Carolina's flora and fauna, as well as its geology and hydrology.

**Have you ever attended a regularly scheduled meeting of the selected board/committee?**

Yes

**How much time are you able to devote to fulfill this obligation?**

10 hours a week

### Attachments

- [Kathy-Putnam-Quest-Master-Resume.pdf](#)





## **Kathy Putnam**

### **Senior Public Information Officer – Project Management & Client Relations**

#### **Experience – 38 Years**

Kathy Putnam is a former broadcast journalist turned public relations, public affairs, and community outreach professional. Kathy is experienced in public information and community outreach for major public infrastructure projects. She leads Quest's four-person team for public involvement services for the Central Florida Expressway Authority's (CFX) 5-Year Work Plan, which includes all projects in the planning, design, and construction phases. In her earlier experience with CFX (then Orlando-Orange County Expressway Authority), she helped develop and implement communications efforts for major widening and toll plaza conversion of SR 408 through the heart of Orlando. Her communications experience includes leading public relations efforts for high profile clients in Florida, developing the public information strategy on tax extension ballot initiatives for Orange County Public Schools, and managing community and government relations for a large engineering firm. Kathy's years of communications work in the public and private sectors has provided her with an appreciation for the various needs of clients in those sectors and how to develop and deliver successful messaging for both.

#### **Quest Corporation of America, Inc.**

*Orlando, FL (Mar. 2003 – May 2006 & Sept. 2017 – Present)*

Ms. Putnam currently serves QCA as Senior Public Information Officer and Tollway Program Manager in Central Florida. She is responsible for leading public information/involvement strategies for the Central Florida Expressway Authority's 5-Year Work Program.

#### **SalterMitchellPR**

*Orlando, FL (Feb. 2015 – Sept. 2017)*

Ms. Putnam served as Senior Public Relations Director, overseeing the firm's services in Central Florida. She strategized with Florida Impact to inform the public of the innovative school meal delivery methods public schools in Hillsborough, Orange, Broward, and Miami-Dade counties employ to feed more children through the No Kid Hungry campaign. She helped Bank of America market leaders identify stories that illustrate the bank's role in strengthening the local economy and positions local executives as thought leaders.

#### **Orange County Public Schools**

*Orlando, FL (Jun. 2012 – Feb. 2017)*

As Senior Manager of Facilities Communications, Ms. developed and implemented successful public information campaigns for extension of a half-penny sales tax for school construction and continuation of a one-mill property tax for school programs. She conducted community meetings to develop public support throughout the design and construction phases of school building projects and developed and pitched stories about the district's building program. She also consulted with district executives and school board members on media relations, including editorial board preparation. She was responsible for answering media and citizen inquiries about OCPS facilities.

#### **Atkins (formerly PBS&J)**

*Orlando, FL (Apr. 2007 – Jun. 2012)*

As Business Development Manager, Ms. Putnam oversaw central and north Florida business development strategies for this leading engineering and design firm. She led strategic pursuits for the southeastern United States. Ms. Putnam advised technical professionals on client relations, teaming approaches, proposal and presentation preparation. She also managed Atkins' community outreach and governmental affairs activities. She also directed Atkins' Marketing and Business Development Institute (MBDI), an intensive four-week course that immerses selected candidates in the rigors of client identification, client development, project pursuit and proposal writing and presentation skills.

#### **Subconsultant, Florida Department of Transportation**

*Winter Park, FL (May 2006 – Nov. 2006)*

Ms. Putnam served as a subconsultant working with the Florida Department of Transportation on the media relations and public involvement for the rollout announcement of SunRail, Central Florida's commuter rail transit system.

## **Quest Corporation of America, Inc.**

*Orlando, FL (Mar. 2003 – May 2006)*

In her previous work with QCA, Ms. Putnam served as Senior Public Involvement Officer, leading communications surrounding the widening of SR 408 through the heart of Orlando. Ms. Putnam also provided public information services on the construction of SR 429, SR 417 widening projects, and various other transportation projects for local municipalities.

## **RELEVANT PROJECT EXPERIENCE**

### **Central Florida Expressway Authority (CFX), 5-Year Work Plan**

*Orange, Osceola, Seminole, Lake and Brevard counties, FL (2017 - present)*

Ms. Putnam is responsible for the strategy and implementation of public involvement for CFX's \$2.7 billion, 5-Year Work Plan, which entails all projects in the planning, design, and construction. She leads Quest's work on studies and design for several new expansion projects and outreach for multiple major road-widening projects through highly congested areas. She also oversees public information efforts on all CFX construction projects including identification of potential community impacts on project segments; notification of key stakeholders, including local officials, residents, businesses, and motorists; and message development for community meetings, public outreach materials, and construction updates. Ms. Putnam regularly conducts on-camera interviews regarding CFX studies and projects.

### **Southport Connector Expressway Project Development and Environment (PD&E) Study**

*Osceola County, FL (2020 - present)*

Ms. Putnam leads outreach for this study of a potential 15-mile expressway linking Poinciana Parkway to Florida's Turnpike. The roadway would greatly enhance connectivity in the fast-growing Poinciana community that has one of the longest commute times in the country. A portion of the expressway would be located in the median of the highly congested Cypress Parkway. Ms. Putnam conducts public involvement with the diverse community that has many newcomers, including retirees of a 5,000-home development on Cypress Parkway. Outreach activities include presentations to community groups and HOA boards, public meetings, newsletters inserted in HOA magazines, and media interviews. Ms. Putnam has planned and implemented virtual and in-person public meetings during the course of the study.

### **SR 408/Tampa Avenue Interchange Design**

*Orlando, FL (2020 - present)*

This project is adjacent to one of Orlando's premier entertainment venues, Camping World Stadium. Ms. Putnam develops outreach materials, maintains the project web page and will lead public meetings for the surrounding Parramore neighborhood. The project consists of new and relocated ramps at the SR 408/Tampa Avenue intersection, adding a lane to eastbound SR 408, upgraded sidewalks to improve pedestrian safety and movement during events at Camping World Stadium, and improving lighting and drainage.

### **SR 414 Expressway Extension Project Development and Environment (PD&E) Study**

*Orange & Seminole counties, FL (2020 - 2022)*

Ms. Putnam led public outreach activities for this study that assessed the feasibility of a 2.8-mile elevated expressway extension of the tolled SR 414/John Land Apopka Expressway along the median of SR 414/Maitland Boulevard. The CFX Board advanced the project to design, and Ms. Putnam will continue public involvement for this high-profile project through design. The expressway is in a congested area with established neighborhoods adjacent to Maitland Boulevard. In addition to identifying and communicating with potentially impacted stakeholders during the study, Ms. Putnam oversaw the transition of advisory group and public meetings from in-person to virtual events during the Covid pandemic.

### **SR 528/SR 436 Interchange Reconfiguration and SR 528 Capacity Improvement**

*Orange County, FL (2020 - present)*

This signature CFX project at the northern entrance to Orlando International Airport (OIA) required extensive coordination with the public, the Greater Orlando Aviation Authority, and stakeholders surrounding the airport as construction required occasional closures of roads and ramps to OIA. Ms. Putnam regularly communicated with the hotels, rental car companies, shuttle services, parking businesses, hotels, warehouse/distribution centers, and media regarding closures. She coordinated with GOAA to advise its 25,000 employees and concessionaires on construction activities that might impact their commute. Ms. Putnam conducted several on-site media interviews throughout the project. She also oversaw the development of a stand-alone website for this project. Construction, completed eight months ahead of schedule, added a lane in each direction on four miles of SR 528 (Beachline Expressway), replaced two loop ramps with new flyover ramps, and built seven new bridges for the interchange that serves as a gateway to Central Florida for more than 50-million air passengers.



**Northeast Connector Expressway, Phase 1 Project Development and Environment (PD&E) Study**  
*Osceola County, FL (2020 - present)*

Ms. Putnam led the public involvement for the study of a potential 4-mile expressway in northeast Osceola County. As with other studies she works on, she was responsible for developing all public outreach materials, maintaining the study web page, planning and facilitating advisory group and public meetings, answering questions from the public, and compiling the public involvement database. Like with other studies that took place during the pandemic, Ms. Putnam developed virtual public meetings then transitioned to hybrid in-person/virtual meetings as distancing requirements loosened during the Covid pandemic.

**Osceola Parkway Extension Project Development & Environment (PD&E) Study Re-Evaluation**  
*Osceola and Orange Counties, Florida (July 2018 – December 2019)*

Ms. Putnam led public involvement activities on the high-profile Osceola Parkway Extension PD&E Study Re-evaluation. She developed public outreach materials, maintained the study web page, planned and facilitated advisory group and public meetings, answered questions from the public, and compiled the public involvement database. She continues public outreach as the project approaches design. New communities being built adjacent to the planned expressway will require extensive public involvement.

**Orlando-Orange County Expressway Authority (OOCEA), East-West Expressway (State Road 408)**  
*Orange County, FL (2003 - 2006)*

Ms. Putnam spearheaded public involvement coordination for the \$600 million, 16-mile widening of SR 408. She worked with CEI and construction teams to identify potential community impacts on project segments and determine solutions; notified key stakeholders, including local officials, residents, businesses, and motorists of potential impacts; developed messaging for community meetings, public outreach materials, and construction updates; and communicated with members of the public who had questions or concerns about construction. Ms. Putnam regularly conducted on-camera interviews regarding project construction.

**Orlando-Orange County Expressway Authority (OOCEA), Western Expressway (State Road 429)**  
*Orange County, FL (2004 – 2006)*

Ms. Putnam oversaw public involvement efforts during the extension of SR 429 to Seidel Road. She coordinated with projects teams to identify potential project impacts to the surrounding community and provided advanced notice to officials, area residents and businesses. She developed messaging for consistent construction updates, media alerts and community outreach materials for the project.

**Public Affairs/Media Relations Consultant**

*Orlando, FL (Jun. 2001 – Mar. 2003)*

Ms. Putnam consulted with clients on earned media strategies, marketing, and public affairs campaigns. This included campaign communications strategies, message development, speechwriting, and media relations for a statewide candidate; community outreach plan development, media relations consulting, and writing for a newly elected official; and campaign management, media relations, message development and event planning for judicial candidates in the 9<sup>th</sup> Judicial Circuit (Orange and Osceola counties.)

**Rural/Metro Ambulance**

*Orlando, FL (Sept. 1997 – Jun. 2001)*

As Public Affairs Manager, Ms. Putnam oversaw communications and community outreach strategies for Orange County's 911 emergency ambulance provider. She planned the operation's philanthropic strategies and managed governmental outreach strategies at local, state, and federal levels. As part of that strategy, she developed a community advisory panel that served as a group of community champions for the organization and provided advice based on their outreach efforts. Ms. Putnam also developed an aggressive media relations plan to position the company as a critical and informative component in Central Florida's emergency care system. She regularly conducted on-camera interviews and provided media training for management and other personnel for on-camera interviews.

**EDUCATION**

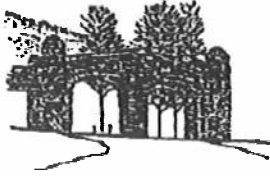
- B.A. Journalism, with honors, University of Florida

**PROFESSIONAL DEVELOPMENT**

- Florida Master Naturalist Wildlife Monitoring Course, 2020
- FDOT Public Involvement Online Course, 2003
- Construction Plans Reading, 2018







## 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)

### BOARD OF COMMISSIONERS & ADVISORY BOARD/COMMITTEE MEMBERSHIP APPLICATION

Full Legal Name: NORRIS JEAN CADY  
(Last) (First) (Middle)  
Physical Address: 192 Mississippi Rd.  
Mailing Address: PO Box 100  
Home Phone: 1(828)357-5009 Alternate Phone: mobile 1(510)332-7550  
Email Contact Information: jeannorris45@gmail.com

On which Board or Committee do you wish to serve?

- ☐ Board of Adjustment ☐ Planning and Zoning Commission  
☐ Comprehensive Plan Steering Committee ☐ Board of Commissioners  
☒ Montreat Landcare Committee ☐ Tree Board  
☐ Open Space Conservation Committee

Please explain why you want to be a member of this board/committee:

A. I have been participating as a visitor and Montreat Native Plant Sale Team leader since at least 2019, and am currently serving as Secretary/Treasurer

B. Briefly explain what you believe are the three most important issues facing our community at this time and how you believe serving on the selected board/committee can play a role in addressing each issue:

Montreat has many issues for such a small town. These matter most to me personally:

1. Preservation & restoration of forest ecology & watershed

2. Plantings that support native wildlife

3. Continual recharge of groundwater sources for wells

List any abilities, skills, specialized training or interest you have which are applicable to this board/committee:

C. See A. Lifelong reading interest in wildlife and plant communities, ecology, biology, and native plants as well as plant writing, mycology, water flows & hard rock mining

Have you ever attended a regularly scheduled meeting of the selected board/committee? yes, many

How much time are you able to devote to fulfill this obligation? as much as it takes

\* waste water management to protect Creek.

## Application for Town Council Representative to Montreat Landcare Committee

Jean C. Norris, MS, DrPH, RDN, LDN  
192 Mississippi Road  
Montreat, NC 28757-0100

Email: jeannorris45@gmail.com  
Mobile: 1-510-332-7550

Jean Norris and Brad Hestir bought our house from Brad's mother, Lucy Hestir, in October 2010. It took a few years to wrap up our lives in California and move to Montreat. We have been year-round residents since June 2017.

My education and work history are not particularly relevant to the work of Landcare, but they do demonstrate ability to understand complex scientific material and to work with people in many walks of life. After serving in the USAF (1965-1968) I used the GI Bill to earn a BS (Brooklyn College 1971, major Social Anthropology, minor in Chemistry). I am trained as a medical anthropologist (MS 1973 University of Oregon), public health nutritionist (MPH 1974 Loma Linda School of Health), and a social and nutritional epidemiologist (DrPH 1996 University of California at Berkeley). I am a Registered Dietitian Nutritionist since about 1980, licensed in North Carolina since 2017. I have worked as a Public Health Nutritionist with Native Americans in Oklahoma (Indian Health Service 1978-1979) and with Mexican-Americans in South Texas (National Health Service Corps 1979-1982), as Eye & Dental clinics manager with Latin-Americans and other ethnic groups (La Clinica de La Raza 1982-1989). After the last run at graduate school, I worked as a social welfare research scientist, data analyst, statistical programmer and lead investigator (Public Health Institute 1997-2004), then partnered with a colleague in a social and behavioral research and evaluation company (Speigman Norris Associates 2004-2009), and finally designed research diet questionnaires for diverse populations and the supporting analysis databases using US national dietary data (NutritionQuest 2005-2016).

What is more relevant to Landcare, are my hobbies and extracurricular activities. Since childhood, I have observed natural history around me and collected well-thumbed guidebooks for plants, insects, animals, sea life and fungi. My appreciation for biological systems and ecology around the world fed into church advocacy mission work and a bit of a deep dive into hard rock mining harms and possible restoration, and a toe dip into surface and subterranean water flows (PCUSA Joining Hands Bolivia Partnership 2004-2014). In Montreat, our first July, I was astounded at the diversity of mushrooms in our own backyard, and loved meeting the deer, squirrels, chipmunks, birds, salamanders and bears whose forest home we share. We have joined the Asheville Mushroom Club, volunteered at the Nature Center, chopped down English Ivy with the Ivy League, worked on the Town of Montreat tree inventory, and hope to be able to plant blight- and rot-resistant chestnuts in Montreat. I care very deeply about preserving and protecting this cove, and making it accessible, for all its residents and visitors.

In addition to having co-chaired the Montreat Native Plant Sale (2019 and 2022), I buy native plants and don't kill about half of them. I am currently serving as Secretary/Treasurer for Montreat Landcare Committee, and would like to have a voting member role, as a Town of Montreat representative.

*Jean C Norris*

*March 6, 2023*

**New submission from Board Application Form**

noreply@townofmontreat.org <noreply@townofmontreat.org>

via mail1.wpengine.com

Mon 3/6/2023 2:13 PM

To: Info <info@townofmontreat.org>

**Full Legal Name**

Daniel M Sharpe

**Physical Address**

552 Providence Terrace P.O. Box 445

Montreat, NC 28757

US Minor Outlying Islands

[Map It](#)

**Same as Mailing Address?**

Yes

**Phone**

(252) 670-0389

**Email**

[dsharpe@sc.younglife.org](mailto:dsharpe@sc.younglife.org)

**On Which Committee Would You Like to Serve?**

Board of Adjustment

**Please Explain Why You Wish to Join This Committee**

I've been serving now for 2 years and wish to continue.

**Briefly explain what you believe are the three most important issues facing our community at this time and how you believe serving on the selected board/committee can play a role in addressing each issue:**

zoning issues

SUPs

**List any abilities, skills, specialized training or interest you have which are applicable to this board/committee:**

My work has to do with operational concerns.

**Have you ever attended a regularly scheduled meeting of the selected board/committee?**

Yes

**How much time are you able to devote to fulfill this obligation?**

I think I can handle a few hours a month.

**New submission from Audit Committee Application**

noreply@townofmontreat.org <noreply@townofmontreat.org>

via mail1.wpengine.com

Mon 3/6/2023 8:11 PM

To: Info <info@townofmontreat.org>

**Full Legal Name**

PHILIP SCOTT ARNOLD

**Physical Address**

530 MAGILL DRIVE  
MONTREAT, NC 28757  
United States

[Map It](#)

**Same as Mailing Address?**

No

**Mailing Address**

PO BOX 40  
MONTREAT, NC 28757  
United States

[Map It](#)

**Phone**

(404) 606-1333

**Email**

[philiparnold@earthlink.net](mailto:philiparnold@earthlink.net)

**Please explain why you want to be a member of the Audit Committee:**

I presently am a member of the Audit Committee. I believe we still have work to do.

**Briefly explain how you believe that your participation on the Audit Committee could assist the Town Council in fulfilling their fiduciary duties:**

My professional career has been in the accounting field. So I am familiar with all aspects of accounting, including security issues of internal control, for example.

**List any abilities, skills, specialized training or interest you have which are applicable to this Committee (please especially note if you are a CPA):**

I am a CPA. During my career I did both corporate auditing and governmental auditing. I also did forensic work.

**We anticipate that the Audit Committee will meet at least 4 times per year. Are you able to fulfill this obligation?**

Yes

**New submission from Board Application Form**

noreply@townofmontreat.org <noreply@townofmontreat.org>  
via mail.wpengine.com  
Mon 3/6/2023 3:28 PM  
To: Info <info@townofmontreat.org>

**Full Legal Name**

William Scheu

**Physical Address**

P.O. Box 696  
Montreat, North Carolina 28757-0696  
United States  
[Map It](#)

**Same as Mailing Address?**

Yes

**Phone**

(904) 673-1720

**Email**

[wscheu@rtlaw.com](mailto:wscheu@rtlaw.com)

**On Which Committee Would You Like to Serve?**

Open Space Conservation Committee

**Please Explain Why You Wish to Join This Committee**

I have been a member for one term and would like to serve another. It is interesting to know of possible contributions to the Town and helpful to facilitate them

**Briefly explain what you believe are the three most important issues facing our community at this time and how you believe serving on the selected board/committee can play a role in addressing each issue:**

Lodge/Hotel issues re MRA  
Montreat College Expansion Issues  
Relationships among Town, MRA and Montreat College continue to need building up

**List any abilities, skills, specialized training or interest you have which are applicable to this board/committee:**

Lawyer, member of Planning & Zoning Commission

**Have you ever attended a regularly scheduled meeting of the selected board/committee?**

Yes

**How much time are you able to devote to fulfill this obligation?**

As much as needed



Fax – (406) 651-0120

**Proposal Number**

**58136**

Please reference the Proposal Number above on all Purchase Orders issued.

## **Scope of Work - In-Service Clean & Inspect**

This Potable Water System Proposal is made this date, by and between **Town of Montreat** of the state of **North Carolina**, (hereinafter "Client") and **Liquid Engineering Corporation, of Billings, MT**, (hereinafter "LEC"). LEC will provide all labor, specialty equipment and insurance to evaluate your facilities.

### **In-Service Inspection**

Interior and exterior inspections will review structural, sanitary, safety, security and any installed coating conditions. Reporting will be provided based on water tank inspection criteria, referencing applicable OSHA, EPA, AWWA, TCEQ and NFPA requirements. Minimum items examined will include ladders, shell, roof, vent, manways, welds, seams, foundation, anchors, safety systems, hatches, external overflow and plumbing.

Underwater interior video documentation will be completed with real-time closed circuit high-resolution color underwater video equipment. All pertinent findings will be recorded on DVD format (including dive maintenance technician's findings and narrative summary).

Services will include detailed interior video documentation of the potable water tank(s) / clearwell(s) as described on page two (2).

**Underwater Operations** – All Dive Maintenance Technicians and associated in-tank equipment are fully disinfected in accordance with AWWA Standard C652-02. All system entries will be conducted in accordance with applicable OSHA regulations pertaining to Diving and Confined Space; including 1910.401 thru 1910.441. Specialty equipment may include but is not limited to; appropriate OSHA climbing and personal fall protection, AWWA and ADCI approved commercial diving equipment.

### **In-Service Cleaning**

In-service removal of accumulated bottom sediment is accomplished using LEC's proprietary HydroDyne™ cleaning equipment. Normal cleaning prices provided include removal of sediment accumulations up to the first three inches (3") in depth or cubic yards given on reservoir information breakout.<sup>1</sup> Material that cannot be vacuumed with LEC's HydroDyne™ (e.g., concrete, gravel, misc. materials or compact sediment requiring the use of a hand nozzle), is considered debris. Cleaning includes up to one hour of debris removal per tank at no additional charge.<sup>2</sup>

For normal cleaning operations client shall make available an approved discharge location (sewer, cofferdam, etc.) within 300' of the reservoir access hatch. (Site-specific discharge recommendations can be provided by LEC upon request).

### **Deliverable – Prioritization Schedule**

The deliverable provided on site will consist of the interior video. Owner will receive a detailed written report of findings with photographs, corrective recommendations, and cost estimates at a later date, once a full evaluation of the information has been completed.





**Proposal Number**  
**58136**

Please reference the Proposal  
Number above on all Purchase  
Orders issued.

**Assumptions** - Based upon information obtained via the systems interview conducted for your facility, the following assumptions were made. Should conditions vary from those stated, additional charges could apply.

- Prior to arrival, and during underwater operations, water level in tanks/clearwells to remain full.<sup>3</sup>
- Client's Point-of-Contact will be available for access, as well as authorization of any additional requested work.
- Facilities are accessible with LEC's standard truck/trailer combo (overall length – Crew Cab = 23' / Trailer = 22').<sup>4</sup>
- Access into tanks/clearwells are sufficient for man entry (i.e. 24" dia), with no obstructions in the hatchway.
- Exterior inspections will be performed from the ground, installed ladders, and exterior roof while utilizing installed ANSI & OSHA-certified personal fall protection equipment, without additional scaffolding or rigging.
- There are no special discharge requirements (i.e. long distances / permits).

#### Miscellaneous

All services provided by LEC will be completed in a professional workmanlike manner according to the Terms and Conditions of this Proposal. Any alteration or deviation from the Terms and Conditions of this Proposal, or additional services, involving additional costs, will be completed only upon written authorization by Client or Client's Authorized Representative.

This Proposal is contingent upon weather, delays or other matters beyond LEC's control. Client will carry fire, tornado, and other necessary insurance. LEC will provide all other required insurance coverage, including, but not limited to, General Liability, Employer Liability and Workmen's Compensation Insurance during all operations (certificate of insurance available upon request).

#### Reservoir Information

<u>Tank</u>	<u>Capacity</u>	<u>Dimensions</u>	<u>Type</u>	<u>Cubic Yards Included</u>
No. 1	100,000	25' high x 26' dia	Steel welded – o/g	4.5 (3 inches)
No. 2	500,000	35' high x 49' dia	Steel welded – o/g	16.5 (3 inches)





**Proposal Number**  
**58136**

Please reference the Proposal  
Number above on all Purchase  
Orders issued.

### Costing

#### Cleaning / Inspection & Reporting

**\$ 5,770.00**

Pricing above is based on 100% scheduling cooperation.

**It is the client's responsibility to ensure all transmitting antenna that create unsafe working conditions for LEC employees are deenergized prior to the start of LEC operations in accordance with OSHA Non-Ionizing Radiation protection guidelines as found in 29 CFR 1910.97.**

### RIDERS – Additionally Requested Services

{Billed upon completion, as necessary and requested}

**\$ 475.00 / hour**

#### Float Level Repairs

*(Prior written approval will be obtained from Client's Authorized Representative for any additional charges outside the Scope described herein).*

1. Bottom sediment in excess of three inches or cubic yards stated above will be removed at \$60.00 per cubic yard.
2. Debris removal in excess of one hour per tank will be charged at a rate of \$475.00 per hour.
3. Unscheduled delays, which are a direct result of the utility's obligations (i.e. access and water level), may incur standby/mobilization charges.
4. Access requiring portable set-up (i.e. truck only), will incur an additional setup/tear-down charge.

*Pricing above does not include Local, State or Franchise Taxes - if any.*

This Proposal, when executed by both parties, shall constitute a binding agreement between the parties. The persons signing on behalf of Client and LEC hereby represent and certify that they are fully empowered to bind the respective parties to this Contract. Client acknowledges that payment for onsite work is due and payable **Net 30 upon completion of on site work**. Progress billing will be applied on any contract whose duration is longer than ten (10) days. A finance charge on past-due accounts is computed at a periodic rate of 1.5% per month, which is an annual percentage rate of 18%.

In the event Liquid Engineering Corporation is required to bring suit to enforce its rights under this Agreement, to collect any and all payments due and owing under this Agreement, or to otherwise determine, protect or enforce its rights and remedies under the Agreement or at law or equity, Liquid Engineering Corporation will be entitled to recover from the client its reasonable attorney's fees, expert fees, costs and expenses incurred in connection therewith.

**Town of Montreat**  
P. O. Box 423  
Montreat, NC 28757

**LIQUID ENGINEERING CORPORATION**  
P.O. Box 80230  
Billings, MT 59108

Accepted & Agreed per Costing Breakdown  
Attached Hereto and by Reference Included Here Under

**(800) 438-2187 Voice / (406) 651-0120 Fax**

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

By:  - **Chad Campbell**

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

Title: **Vice President**

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

Date: **February 15, 2023**

Note: This proposal may be withdrawn if not accepted within 90 days from the above LEC signature date.


**Proposal Number**
**58136**

 Please reference the Proposal  
Number above on all Purchase  
Orders issued.

## Billing / Invoice Requirements

Please return Accounting / Billing information to Fax – (406) 651-0120 or [web@liquidengineering.com](mailto:web@liquidengineering.com)

Customer Name: Town of Montreat, NC

### Contact for Accounting/Billing

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

Phone: \_\_\_\_\_

Preferred Delivery Method: ☐ Fax, ☐ Email, ☐ Postal Mail ☐ Other \_\_\_\_\_

Is a Purchase Order required? ☐ Yes, ☐ No (Please forward PO when issued)

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Additional Notes/Instructions:

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## TOWN OF MONTREAT

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P. O. Box 423

Montreat, NC 28757

Tel: (828)669-8002 Fax: (828)669-3810

[www.townofmontreat.org](http://www.townofmontreat.org)

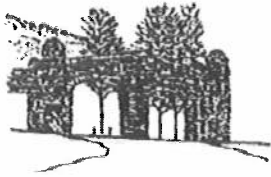
### 2023 Paving Road ranking list

#### Condition ( from worst to best )

- Oklahoma
- Arkansas
- Lookout

#### Most Traveled ( most to least )

Lookout  
Oklahoma  
Arkansas



## TOWN OF MONTREAT

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P. O. Box 423

Montreat, NC 28757

Tel: (828)669-8002 Fax: (828)669-3810

[www.townofmontreat.org](http://www.townofmontreat.org)

### **Town Of Montreat CIP Paving projects for 2022/2023**

**The Town of Montreat is currently taking bids on paving projects for our current budget year. We have attached a list of roads that we would like individual quotes on so that we can choose which fits our current budget the best. We would like the chosen roads to be paved during the spring due to the amount of traffic here in the summer months. We are available to meet and go over each road and answer any questions that you may have. For any questions or to schedule a time to look at the roads please contact Barry Creasman at [bcreasman@townofmontreat.org](mailto:bcreasman@townofmontreat.org) . We will be accepting bids until the end of the business day 2/16/2023.**

## Lookout Trail

LN FT-2250  
Avg width-16-18ft  
Curb-211ft  
Drainage-NA

## Arkansas Trail

LN FT-1295  
Avg width-16-18ft  
Curb-206ft  
Drainage- NA

## Chapman

LN FT- 1350  
Avg width-16-18ft  
Curb-1135ft concrete  
Drainage - NA  
Guardrail - 155ft (4x6 rail w/ 6x6 post w/galv hardware and pressure treated material or equivalent)

## Oklahoma Phase one (Currently Asphalt )

LN FT- 1350  
Avg width-16-18ft  
Curb- 130ft asphalt, 470ft concrete  
Drainage - 27ft of 24in HDPE , 30ft of 24in HDPE

## Oklahoma Phase two (Currently Gravel ) Will be listed as New Road Paving

LN FT-893  
Avg width-18ft  
Curb - NA  
Drainage - 55ft of 24in HDPE 35ft of 24in HDPE 45ft of 24in HDPE

## Overbrook (Currently Gravel ) Will be listed as New Road Paving

LN FT-520  
Avg width - 16  
Curb - 16ft asphalt 135ft concrete

All currently paved roads will need to be milled or existing asphalt removed and eight inches of compacted stone  
All roads marked New Paving will need eight inches of compacted stone and two inches of asphalt.

t)

one installed and two inches of asphalt installed

## Barry Creasman

---

**From:** Angela Murphy  
**Sent:** Tuesday, February 21, 2023 10:51 AM  
**To:** Barry Creasman  
**Subject:** Powell Bill Funds

Good Morning Sunshine!

Powell Bill Funds total \$269,384.04

Thanks

Angie

Angie Murphy  
Town Clerk  
Town of Montreat  
828.669.8002 ext 3010  
[www.townofmontreat.org](http://www.townofmontreat.org)



## TOWN OF MONTREAT

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P. O. Box 423

Montreat, NC 28757

Tel: (828)669-8002 Fax: (828)669-3810

[www.townofmontreat.org](http://www.townofmontreat.org)

	Harrison	C&T
Lookout Rd	272,500.00	226,590.00
Arkansas Tr	167,000.00	138,988.00
Chapman	192,500.00	150,271.00
Oklahoma Rd*	183,500.00	152,853.00
Oklahoma Rd (dirt*	75,000.00	61,366.00
Overbrook Rd (dirt	44,500.00	48,437.00

Total Powell Bill funds currently available 269,384.04





Harrison Construction - Asheville Division

PO Box 6939 Asheville, NC 28816

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

## PROPOSAL and CONTRACT

To: Town of Montreat

Attention: Barry Creasman

P.O. Box 423

Montreat, NC 28757

Project: Paving Projects, Town of Montreat

Date: February 16, 2023

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

*Information Provided by the Town of Montreat*

### Asphalt Paving to Involve:

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	U/M	UNIT PRICE	AMOUNT
1	<b>Lookout Trail</b> 4,500 SY Mill 10" Depth. 8" ABC Stone, 2" RS-9.5C Lay On Curb - 211 LF - No Drainage	1	LS	\$272,500.00	\$272,500.00
2	<b>Arkansas Trail</b> 2590 SY Mill 10" Depth. 8" ABC Stone, 2" RS-9.5C Lay On Curb - 206 LF - No Drainage	1	LS	\$167,000.00	\$167,000.00
3	<b>Chapman Rd</b> 2700 SY Mill 10" Depth. 8" ABC Stone, 2" RS-9.5C Lay On Curb - 1135 LF - No Drainage Guardrail - 155 LF	1	LS	\$192,500.00	\$192,500.00
4	<b>Oklahoma Rd., Phase 1</b> 2700 SY Mill 10" Depth. 8" ABC Stone, 2" RS-9.5C Lay On Curb - 600 LF - Drainage	1	LS	\$183,500.00	\$183,500.00
5	<b>Oklahoma Rd., Phase 2</b> 1786 SY 8" ABC Stone, 2" RS-9.5C Drainage	1	LS	\$75,000.00	\$75,000.00
6	<b>Overbrook Rd.</b> 925 SY 8" ABC Stone, 2" RS-9.5C Drainage	1	LS	\$44,500.00	\$44,500.00

**TOTAL BID \$935,000.00**

**\*\*\*Asphalt Escalation will apply, please see clause below.\*\*\***

**Notes:**

**Price Based on One Mobilization.**

**No Saw-cutting or removal of existing asphalt or concrete curbs.**

**No wheel stops included in price.**

**Tack is included in price, NO PRIME**

**If bond is required, add 1%.**

**No Testing is Included.**

**All permits by others.**

**Not responsible for erosion control**

**Above price is in accordance with NC-DOT's Special Provisions SP109A & SP109B regarding price adjustments for Fuel & Bituminous Material,(liquid asphalt cement), Based on February, 2023 Index of \$641.25**

**WE EXCLUDE:**

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

All proposals or contracts are contingent upon satisfactory financial arraignments

Est. No.: **FB-23-012-2**

Submitted by: **Frank Bradshaw**

**PROPOSAL-CONTRACT TERMS AND CONDITIONS**

1. Please check all items listed under "we include" and we exclude" as this is the basis of our bid.
2. Invoices shall be rendered monthly for all work performed under this agreement during any month; payment of such monies is due and payable within thirty (30) days from date of invoice. Final and complete payment for all work performed under this agreement shall be made not later than thirty (30) days after the date of final invoice for such work. Interest at the highest rate allowable under the laws of the state in which the is done, or one and one-half [1 1/2] per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment. You agree to pay in full all costs and expenses incurred by APAC in collecting the amounts owed by you under the Agreement, including any and all court cost and attorneys' fees. Payments received will be applied against open items on unpaid invoices in a sequence determined by APAC in its sole discretion. Any monies paid to you for our work shall be held in trust for our benefit. If payment is not received in sixty [60] days, we are authorized to take such steps as we deem necessary to protect our interests
3. We shall not become obligated to perform the work called for in this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, you will furnish adequate security upon our request.
4. This document is the full agreement between us, regardless of any prior proposals or communications. Any

deviations from the specifications or modification of the terms of this contract and any extra or incidental work , or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. If a time is set for the performance of our work, and if, in our judgement, such a change or other circumstances beyond our reasonable will increase the time necessary for our performance, we will be granted a reasonable extension of time. Any increase or decrease in the contract price resulting from such change shall be included in such writing.

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

**Price Adjustment Clause – Liquid Asphalt Binder for Plant Mix**

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

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

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

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

At such time as we receive the above we will execute this contract and return one copy to you for your information and files.

This proposal is for acceptance within 30 days.

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

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

\_\_\_\_\_, 20\_\_\_\_.

Sign: \_\_\_\_\_

HARRISON CONSTRUCTION COMPANY  
APAC-ATLANTIC, INC.

Sign: \_\_\_\_\_

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



# Pavement Maintenance Proposal

---

**Town Of Montreat**

**Barry Creasman**

**Project:**

**Town of Montreat**

1200 Montreat Rd  
Montreat, NC 28757



Lilli Cubertson  
Estimator

# Service Provider Information

## Company Info



C&T Paving  
2627 New Leicester Hwy  
Leicester, NC 28748

P: 828-683-6564  
<http://www.candtpave.com>

## Contact Person

Lilli Cubertson  
Estimator  
[lilli@candtpave.com](mailto:lilli@candtpave.com)  
Cell: 828-9894301  
Office 828-683-6564

## About Us

### We Solve Problems and Make Complicated Simple!

We understand that as a manager, owner or investor of properties all over the United States, you need a partner to develop a strategic plan that will preserve your investment for the long term for the least amount of money.

**C & T Paving** provides pavement design, maintenance & construction services to the residential, commercial, recreational and industrial markets throughout the United States.

Please find the enclosed proposal and do not hesitate to call us with any questions.



## Oklahoma Phase 1 Pavement

1. The area under consideration for a new asphalt surface comprises approx. 2,700 square yards.
2. Install 8 inches of crushed gravel and compact with a steel drum vibratory roller.
3. **Asphalt Surface:** Install 2 inches compacted thickness surface asphalt and compact with a vibratory steel drum roller.

Total Price: \$90,521.00

## Provided Milling

Total Price: \$48,400.00

## HDPE

Total Price: \$7,512.00

## Concrete Extruded Curb

1. 470lf of extruded curb

Total Price: \$5,640.00

## Asphalt Curb

1. 130ft of asphalt curb

Total Price: \$780.00

# Price Breakdown: Town of Montreat



Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on February 20, 2023.

Item	Description	Cost
1.	Oklahoma Phase 1 Pavement	\$90,521.00
2.	Provided Milling	\$48,400.00
3.	HDPE	\$7,512.00
4.	Concrete Extruded Curb	\$5,640.00
5.	Asphalt Curb	\$780.00
Total:		\$152,853.00

## Authorization to Proceed & Contract

**The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. When signed, this document becomes a contract. E&OE**

We understand that if any additional work is required different than what is stated in this proposal/contract, it must be in a new contract or added to this contract. The parties also acknowledge that the time for performance of the work may be impacted by market conditions beyond contractor's control in which event the contract time shall be extended.

Please see all attachments for special conditions that may pertain to aspects of this project.

This price of this contract is based upon completion of the work within thirty days from the date hereof, thus the price is good for a period of up to 30 days from the date listed herein. If the work is not completed within thirty days, and the contractor experiences price increases for materials in excess of those upon which the price of this contract were based as of the date hereof, the contract price shall be increased by the amount of the documented price increase.

## Acceptance

We agree to pay the total sum or balance in full upon completion of this project.

I am authorized to approve and sign this project as described in this proposal as well as identified below with our payment terms and options.

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

Barry Creasman  
Town Of Montreat  
1200 Montreat Rd  
Montreat, NC 28757  
[bcreasman@townofmontreat.org](mailto:bcreasman@townofmontreat.org)

Lilli Cubertson | Estimator  
C&T Paving  
2627 New Leicester Hwy  
Leicester, NC 28748  
E: [lilli@candtpave.com](mailto:lilli@candtpave.com)  
C: 828-9894301  
P: 828-683-6564  
<http://www.candtpave.com>



# Pavement Maintenance Proposal

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**Town Of Montreat**

**Barry Creasman**

**Project:**

**Town of Montreat**

1200 Montreat Rd  
Montreat, NC 28757



Lilli Cubertson  
Estimator

# Service Provider Information

## Company Info



C&T Paving  
2627 New Leicester Hwy  
Leicester, NC 28748

P: 828-683-6564  
<http://www.candtpave.com>

## Contact Person

Lilli Cubertson  
Estimator  
[lilli@candtpave.com](mailto:lilli@candtpave.com)  
Cell: 828-9894301  
Office 828-683-6564

## About Us

### We Solve Problems and Make Complicated Simple!

We understand that as a manager, owner or investor of properties all over the United States, you need a partner to develop a strategic plan that will preserve your investment for the long term for the least amount of money.

**C & T Paving** provides pavement design, maintenance & construction services to the residential, commercial, recreational and industrial markets throughout the United States.

Please find the enclosed proposal and do not hesitate to call us with any questions.

## Chapman Pavement

1. The area under consideration for a new asphalt surface comprises approx. 2,700 square yards.
2. Install 8 inches of crushed gravel and compact with a steel drum vibratory roller.
3. **Asphalt Surface:** Install 2 inches compacted thickness surface asphalt and compact with a vibratory steel drum roller.

Total Price: \$90,521.00

## Provided Milling

Total Price: \$48,400.00

## Concrete Extruded Curb

1. 1135lf of extruded curb

Total Price: \$11,350.00

# Price Breakdown: Town of Montreat



Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on February 20, 2023.

Item	Description	Cost
1.	Chapman Pavement	\$90,521.00
2.	Provided Milling	\$48,400.00
3.	Concrete Extruded Curb	\$11,350.00
Total:		\$150,271.00

## Authorization to Proceed & Contract

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. When signed, this document becomes a contract. E&OE

We understand that if any additional work is required different than what is stated in this proposal/contract, it must be in a new contract or added to this contract. The parties also acknowledge that the time for performance of the work may be impacted by market conditions beyond contractor's control in which event the contract time shall be extended.

Please see all attachments for special conditions that may pertain to aspects of this project.

This price of this contract is based upon completion of the work within thirty days from the date hereof, thus the price is good for a period of up to 30 days from the date listed herein. If the work is not completed within thirty days, and the contractor experiences price increases for materials in excess of those upon which the price of this contract were based as of the date hereof, the contract price shall be increased by the amount of the documented price increase.

## Acceptance

We agree to pay the total sum or balance in full upon completion of this project.

I am authorized to approve and sign this project as described in this proposal as well as identified below with our payment terms and options.

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

\_\_\_\_\_  
Barry Creasman  
Town Of Montreat  
1200 Montreat Rd  
Montreat, NC 28757  
[bcreasman@townofmontreat.org](mailto:bcreasman@townofmontreat.org)

\_\_\_\_\_  
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# Pavement Maintenance Proposal

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**Town Of Montreat**

**Barry Creasman**

**Project:**

**Town of Montreat**

1200 Montreat Rd  
Montreat, NC 28757



Lilli Cubertson  
Estimator

# Service Provider Information

## Company Info



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## Contact Person

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## Overbrook Pavement

1. The area under consideration for a new asphalt surface comprises approx. 925 square yards.
2. Install 8 inches of crushed gravel and compact with a steel drum vibratory roller.
3. **Asphalt Surface:** Install 2 inches compacted thickness surface asphalt and compact with a vibratory steel drum roller.

Total Price: \$34,717.00

## Provided Milling

Total Price: \$12,100.00

## Concrete Extruded Curb

1. 135lf of extruded curb

Total Price: \$1,620.00

# Price Breakdown: Town of Montreat



Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on February 20, 2023.

Item	Description	Cost
1.	Overbrook Pavement	\$34,717.00
2.	Provided Milling	\$12,100.00
3.	Concrete Extruded Curb	\$1,620.00
Total:		\$48,437.00

## Authorization to Proceed & Contract

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Please see all attachments for special conditions that may pertain to aspects of this project.

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## Acceptance

We agree to pay the total sum or balance in full upon completion of this project.

I am authorized to approve and sign this project as described in this proposal as well as identified below with our payment terms and options.

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

\_\_\_\_\_  
Barry Creasman  
Town Of Montreat  
1200 Montreat Rd  
Montreat, NC 28757  
[bcreasman@townofmontreat.org](mailto:bcreasman@townofmontreat.org)

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# Pavement Maintenance Proposal

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**Town Of Montreat**

**Barry Creasman**

**Project:**

**Town of Montreat**

1200 Montreat Rd  
Montreat, NC 28757



Lilli Cubertson  
Estimator

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## Lookout Pavement

1. The area under consideration for a new asphalt surface comprises approx. 4,500 square yards.
2. Install 8 inches of crushed gravel and compact with a steel drum vibratory roller.
3. **Asphalt Surface:** Install 2 inches compacted thickness surface asphalt and compact with a vibratory steel drum roller.

Total Price: \$151,036.00

## Provided Milling

Total Price: \$72,600.00

## Concrete Extruded Curb

1. 211lf of extruded curb

Total Price: \$2,954.00

# Price Breakdown: Town of Montreat



Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on February 20, 2023.

Item	Description	Cost
1.	Lookout Pavement	\$151,036.00
2.	Provided Milling	\$72,600.00
3.	Concrete Extruded Curb	\$2,954.00
Total:		\$226,590.00

## Authorization to Proceed & Contract

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## Acceptance

We agree to pay the total sum or balance in full upon completion of this project.

I am authorized to approve and sign this project as described in this proposal as well as identified below with our payment terms and options.

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

\_\_\_\_\_  
Barry Creasman  
Town Of Montreat  
1200 Montreat Rd  
Montreat, NC 28757  
[bcreasman@townofmontreat.org](mailto:bcreasman@townofmontreat.org)

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# Pavement Maintenance Proposal

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**Town Of Montreat**

**Barry Creasman**

**Project:**

**Town of Montreat**

1200 Montreat Rd  
Montreat, NC 28757



Lilli Cubertson  
Estimator

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## Oklahoma Phase 2 Pavement

1. The area under consideration for a new asphalt surface comprises approx. 1,786 square yards.
2. Install 4 inches of crushed gravel and compact with a steel drum vibratory roller.
3. **Asphalt Surface:** Install 2 inches compacted thickness surface asphalt and compact with a vibratory steel drum roller.

Total Price: \$50,126.00

## Asphalt Curb

1. 130ft of asphalt curb

Total Price: \$780.00

## HDPE

Total Price: \$9,800.00

## Concrete Extruded Curb

1. 55lf of extruded curb

Total Price: \$660.00

# Price Breakdown: Town of Montreat



Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on February 20, 2023.

Item	Description	Cost
1.	Oklahoma Phase 2 Pavement	\$50,126.00
2.	Asphalt Curb	\$780.00
3.	HDPE	\$9,800.00
4.	Concrete Extruded Curb	\$660.00
Total:		\$61,366.00

## Authorization to Proceed & Contract

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## Acceptance

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

\_\_\_\_\_  
Barry Creasman  
Town Of Montreat  
1200 Montreat Rd  
Montreat, NC 28757  
[bcreasman@townofmontreat.org](mailto:bcreasman@townofmontreat.org)

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# Pavement Maintenance Proposal

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**Town Of Montreat**

**Barry Creasman**

**Project:**

**Town of Montreat**

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Lilli Cubertson  
Estimator

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## Arkansas Pavement

1. The area under consideration for a new asphalt surface comprises approx. 2,590 square yards.
2. Install 8 inches of crushed gravel and compact with a steel drum vibratory roller.
3. **Asphalt Surface:** Install 2 inches compacted thickness surface asphalt and compact with a vibratory steel drum roller.

Total Price: \$87,704.00

## Provided Milling

Total Price: \$48,400.00

## Concrete Extruded Curb

1. 206lf of extruded curb

Total Price: \$2,884.00

# Price Breakdown: Town of Montreat



Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on February 20, 2023.

Item	Description	Cost
1.	Arkansas Pavement	\$87,704.00
2.	Provided Milling	\$48,400.00
3.	Concrete Extruded Curb	\$2,884.00
Total:		\$138,988.00

## Authorization to Proceed & Contract

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## Acceptance

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I am authorized to approve and sign this project as described in this proposal as well as identified below with our payment terms and options.

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

\_\_\_\_\_  
Barry Creasman  
Town Of Montreat  
1200 Montreat Rd  
Montreat, NC 28757  
[bcreasman@townofmontreat.org](mailto:bcreasman@townofmontreat.org)

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Ordinance Revisions for Qualification as a Bearwise Community

Revisions to Sections 1 and 4 of the Solid Waste Ordinance – Article II of Chapter G

Section 1. Requirements.

(a) **Required Containers.** Solid Waste, except recyclable items, must be kept in paper or plastic bags and placed in either (i) a Standard Solid Waste Container (as defined hereinbelow), or (ii) a Bear-Resistant Solid Waste Container (as defined hereinbelow). As used herein, the term “Standard Solid Waste Container” means and refers to a metal or rigid plastic solid-waste Solid Waste containers of not over ~~forty (40)~~ sixty-five (65) gallon capacity with ~~proper lids~~ a tight functioning lid, and the term “Bear-Resistant Solid Waste Container” means and refers to both (i) a portable metal or rigid plastic Solid Waste container of not over sixty-five (65) gallon capacity with a locking or other bear-resistant lid, which is either certified as bear-resistant by the Interagency Grizzly Bear Committee or approved by the Town Manager and Code Administrator as bear-resistant, and (ii) a metal drum or box suitable for bags containing Solid Waste to be stored in, which is either certified as bear-resistant by the Interagency Grizzly Bear Committee or approved by the Town Manager and Code Administrator as bear-resistant. All Bear-Resistant Solid Waste Containers described in clause (ii) of the preceding sentence must be securely anchored to the ground, a concrete slab or another permanent object in a manner that will prevent tipping. A list of commercially available Bear-Resistant Solid Waste Containers certified by the Interagency Grizzly Bear Committee and/or approved by the Town Manager and Code Administrator as bear-resistant shall be made available for residents at the Town Hall. All ~~cans~~ Standard Solid Waste Containers and Bear-Resistant Solid Waste Containers ~~are to~~ shall be marked with house number legible for easy viewing.

An adequate number of ~~garbage cans~~ Standard Solid Waste Containers and/or Bear-Resistant Solid Waste Containers shall be required for ~~any~~ each and every building to fully hold all ~~solid waste~~ Solid Waste generated by the building. ~~(If additional solid-waste Solid Waste is placed outside of cans Standard Solid Waste Containers and Bear-Resistant Solid Waste Containers and cans because the available containers are full, then the owner does not have adequate number of Standard Solid Waste Containers and/or Bear-Resistant Solid Waste Containers for the building.)~~

Each property owner shall maintain all Standard Solid Waste Containers serving such owner’s property, including without limitation the tops and top fastening mechanisms of such containers, in good condition and repair. Each property owner shall maintain all Bear-Resistant Solid Waste Containers serving such owner’s property, including without limitation the tops, locks, latches, hasps and hinges of such containers, in good condition and repair and functioning as bear-resistant. In the event any Standard Solid Waste Container and/or Bear-Resistant Solid Waste Container is damaged (whether by bears or any other cause), the container shall promptly be repaired or replaced so that it or its replacement complies with the provisions of this Section 1. A damaged container may not be utilized again for the disposal of bags containing Solid Waste unless and until it is repaired.

~~Secure garbage cans may be placed at roadside only on the morning of scheduled pick up and shall be removed from the street by the following morning.~~

As provided in subsection 1(c) below, Standard Solid Waste Containers may be placed at roadside only on a scheduled day of Solid Waste pick-up unless they are placed in a ~~Property owners or occupants who leave Solid Waste for collection on any day other than the scheduled pick-up day must place any such Solid Waste in a bear proof container~~ Bear-Resistant Waste Container Enclosure. Portable Bear-Resistant Solid Waste Containers may be placed at roadside at any time.

(b) Bear-Resistant Waste Container Enclosures. The term “Bear-Resistant Waste Container Enclosure” shall mean and refer to a strong metal or wooden bear-resistant enclosure for Standard Solid Waste Containers which is either (i) commercially available and approved as bear-resistant by Town Manager and Code Administrator, or (ii) constructed in accordance with plans and specifications approved in writing by the Town Manager and Code Administrator. A list of any commercially available Bear-Resistant Waste Container Enclosures approved by the Town Manager and Code Administrator as bear-resistant, as well as a set of pre-approved plans and specifications for a wooden two-container Bear-Resistant Waste Container Enclosure, shall be made available for residents at the Town Hall. All Bear-Resistant Waste Container Enclosures must be securely anchored to the ground, a concrete slab or another permanent object in a manner that will prevent tipping.

Each property owner shall maintain any and all Bear-Resistant Waste Container Enclosures serving such owner’s property, including without limitation the tops, doors, locks, latches, hasps and hinges of each enclosure, in good condition and repair and functioning as bear-resistant. In the event any Bear-Resistant Waste Container Enclosure is damaged (whether by bears or other cause), such container shall be promptly repaired or replaced so that it or its replacement complies with the provisions of this Section 1. A damaged enclosure may not be utilized again for holding Standard Solid Waste Containers prior to the date of scheduled pick-up unless and until it is repaired.

~~All bear proof containers located in Town right of way shall be approved by the Town Administrator and Code Administrator in accordance with the guidelines listed below:~~

~~1) Containers manufactured by vendors using metal construction are approved as bear proof when firmly anchored to the ground or other permanent object.~~

~~2) Containers that are not constructed as described above may be granted conditional approval subject to the following conditions:~~

~~i. The construction of the container must be of a solid, sturdy material on all sides and hinged openings must have secure latches.~~

~~ii. Containers must be securely anchored to the ground or other permanent object in a manner that will prevent tipping.~~

~~iii. If conditional approval is given and the container is broken into by bears, the owner~~

~~will be notified immediately by the Town. The owner shall have thirty (30) days to either remove or replace the container with an approved metal container.~~

(c) Location of Containers and Enclosures in Right-of-Way. Bear-Resistant Solid Waste Containers of the metal drum or box type and Bear-Resistant Waste Container Enclosures may be permitted by the Town to be located and installed within a public right-of-way in accordance with the following requirements:

- 1) The Bear-Resistant Solid Waste Container (of the metal drum or box type) or the Bear-Resistant Waste Container Enclosure, as the case may be, shall comply with all requirements provided for in this Section 1 and shall be securely anchored in accordance with the requirements provided for in this Section 1.
- 2) ~~3)~~ The location of the container ~~or enclosure~~ shall be of sufficient distance from traveled roadway to minimize traffic hazards.
- 3) ~~4)~~ The container ~~or enclosure~~ shall be located within the property owner's projected lines. If this is not possible due to terrain or other obstacles, the owner shall obtain and provide to the Town a copy of written permission from another property owner to locate the container ~~or enclosure~~ within that owner's projected property lines.
- 4) ~~5)~~ Property owners with ~~a~~ containers ~~or enclosure~~ meeting the above requirements must apply for and receive written permission from the Town Administrator and Code Administrator to locate the container ~~or enclosure~~ on ~~a~~ public rights-of-way. A site plan, survey or some other type of accurate graphic representation indicating the specific location of the proposed container or ~~enclosure~~ shall be provided along with the completed form: Application to Locate a Bear-Proof-Resistant Garbage Solid Waste Container ~~or Bear-Resistant Waste Container Enclosure~~ in the Public Right-of-Way. ~~Because such~~ Since the containers ~~or enclosures~~ are not considered structures, a Certificate of Zoning Compliance is not required.

Any containers ~~or enclosures~~ located in Town ~~public~~ rights-of-way that are not bear-proof resistant or have not received proper approval shall be removed by the property owner. The Town may request a Bear-Resistant Solid Waste Container or a Bear-Resistant Waste Container Enclosure that has been permitted to be located in the public right-of-way to be removed at any time.

(d) Requirements for Disposal of Solid Waste.

- 1) Bags containing Solid Waste may not be placed at roadside unless they are stored in Standard Solid Waste Containers or Bear-Resistant Solid Waste Containers in accordance with the requirements of this Section 1. Bags may not be placed on top of or beside containers.
- 2) Standard Solid Waste Containers may be placed at roadside only on a scheduled day of Solid Waste pick-up unless they are placed in a Bear-Resistant Waste Container Enclosure. Portable Bear-Resistant Solid Waste Containers may be placed at roadside at any time.



- 3) No person shall throw, place or deposit any ~~solid waste~~ **Solid Waste** of any kind in any place or on any public or private property, ~~except in his or her own container(s) except in compliance with the provisions of this Article II of Chapter G.~~

(e) Approval of Containers and Enclosures Existing on March \_\_, 2023. Bear-Resistant Solid Waste Containers and Bear-Resistant Waste Container Enclosures constructed and installed within the Town on or before March \_\_, 2023 shall be deemed approved by the Town Manager and Code Administrator as bear-resistant and in compliance with this Section 1 unless the Town delivers written notice to an owner of property served by a Bear-Resistant Solid Waste Container or a Bear-Resistant Waste Container Enclosure on or before May 1, 2023 informing such owner that the Bear-Resistant Solid Waste Container or Bear-Resistant Waste Container Enclosure is not approved as bear-resistant and that the container or enclosure must to be brought into compliance with this Section 1 within sixty (60) days after the date of the notice.

(f) Violations and Penalties. In the event (i) Solid Waste is placed at roadside outside a building without being placed in either ~~garbage cans~~ **Standard Solid Waste Containers** or ~~meeting the requirements of this Section 1 or a bear proof container~~ **Bear-Resistant Solid Waste Containers** meeting the requirements of this Section 1, or (ii) ~~garbage cans containing Solid Waste~~ **Standard Solid Waste Containers** that are not enclosed within a Bear-Resistant Waste Container Enclosure are placed at roadside prior to the morning of a scheduled **day for Solid Waste pick-up** ~~pickup~~, or (iii) an adequate number of ~~garbage cans~~ **Standard Solid Waste Containers** and/or **Bear-Resistant Solid Waste Containers** meeting the requirements of this Section 1 is not provided for by the owner of a building, or (iv) if a property owner fails to comply with any of the other provisions of this Article II of Chapter G, then, in any of such events, the ~~offending property owner of the subject property~~ shall receive a written warning for the first violation and be subject to a civil penalty upon the issuance of a citation for any subsequent violations. The Town may recover the civil penalty, if not paid to the Town within thirty (30) days after the citation is issued, in a civil action of the nature of a debt pursuant to NCGS Section 160A-175. The civil penalty for violation of this ordinance shall be \$100 for the first violation after the written warning, \$250 for the second violation after the written warning, and \$500 for the third violation after the written warning and each subsequent violation. Notwithstanding anything in this Section 1 to the contrary, no person shall be assessed a civil penalty pursuant to the immediately preceding two sentences unless the person has first been issued a prior written warning for a violation of this Section 1.

**Section 4. Solid Waste Collection.** The Town provides weekly **Solid Waste** pick-ups year-round, and ~~may provide twice-weekly pick-ups if and when as scheduled each in some or all of the summer months.~~ The Town ~~will~~ **staff may if time and circumstances permit pick up garbage collect and dispose of Solid Waste** scattered ~~around as a result of cans containers or enclosures that have been upset or damaged (or where the tops have been torn as a result of any other cause).~~ However, if the ~~Public Works Director or the investigating Police Officer determines that this resulted from failing to comply with the requirements of this Ordinance, the owner of the property shall be cited, required to purchase a bear proof container, inform the Town Administrator as to the approximate time of the container placement, and be subject to the penalties as found in Chapter L.~~ **Town staff does not for whatever reason collect and dispose Solid Waste scattered as a result of a container or enclosure that has been upset or damaged, or**



as a result of any other cause, the owner of the property served by such container or enclosure shall be responsible to promptly collect and dispose of the scattered Solid Waste (including Solid Waste scattered at a distance from the containers and/or enclosure) in compliance with the provisions of this Article II of Chapter G.

Revision to Last Grammatical Paragraph of Section 1 of Ordinance Prohibiting Feeding of Bears  
- Article V of Chapter G

This section shall not apply in the case of an unintentional feeding of a black bear.

"Unintentional feeding" means using or placing any material for a purpose other than to attract or entice black bears but which results in the attraction or enticement of a black bear, and shall include but need not be limited to the feeding of a black bear as a result of the inadvertent failure to secure a bird feeder from access by a bear. "Unintentional feeding" does not include (i) putting out or storing garbage or trash in a manner which does not comply with the requirements set forth in article II of chapter G, or (ii) continuing any activity, other than placing bird food in a bird feeder, after being notified by the Montreal Police that the activity is having the effect of attracting or enticing black bears.