

Town of Montreat
Board of Commissioners Meeting – Public Forum
April 13, 2023 – 6:30 p.m.
Town Hall

I. Call to Order

- Welcome
- Moment of Silence

II. Agenda Adoption

III. Public Comments

IV. Adjournment

**Town of Montreat
Board of Commissioners
Town Council Meeting
April 13, 2023 – 7:00 p.m.
Town Hall**

I. Call to Order

- Pledge of Allegiance
- Moment of Silence

II. Agenda Adoption

III. Mayor’s Communications

IV. Consent Agenda

A. Meeting Minutes Adoption

- March 9th Town Council Public Forum Meeting Minutes
- March 9th 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. New Business

A. Consideration of Appointing Laura Wolfe to Board of Adjustment

- See Agenda Materials on page
- Suggested Motion: Move to appoint/deny Laura Wolfe to Board of Adjustment to fill an unexpired term that will expire on January 31, 2025

B. Consideration of Appointing Arrington Cox to Landcare

- See Agenda Materials on pages
- Suggested Motion: Move to appoint/deny Arrington Cox to Landcare to fill a term which will expire on June 30, 2025.

C. Consideration of Reappointing Hugh Q. Alexander Jr. to Audit Committee

- See Agenda Materials on pages
- Suggested Motion: Move to reappoint/deny Hugh Q. Alexander Jr. to Audit Committee to fill a term which will expire on January 31, 2025.

D. Consideration of Reappointing Mary Nell Todd to Open Space Conservation Committee

- See Agenda Materials on page
- Suggested Motion: Move to reappoint/deny Mary Nell Todd to Open Space Conservation Committee to fill a term which will expire on June 30, 2025.

E. Consideration of Adopting Proclamation #23-04-0001 Designating April 22, 2023 as Arbor Day in the Town of Montreat

- See Agenda Material on page
- Suggested Motion: Move to adopt/deny Proclamation #23-04-0001 Designating April 22, 2023 as Arbor Day in the Town of Montreat

F. Consideration of Adopting a Proclamation Designating April 30 – May 6, 2023 as Professional Municipal Clerk Week

- See Agenda Materials on page
- **Suggested Motion: Move to adopt/deny a Proclamation Designating April 30 – May 6, 2023 as Professional Municipal Clerk Week**

G. Consideration of Approving Budget Amendment #1

- **Presenter: Barry Creasman**
- **See Agenda Materials on pages**
- **Suggested Motion: Move to approve/deny Budget Amendment #1 in the amount of \$22,907.00 for budgeted street paving**

H. Consideration of Paving Projects: Contract Amendments

- **Presenter: Barry Creasman**
- **See Agenda Materials on pages**
- **Suggested Motion: Move to approve/deny a Pavement Maintenance Contract with C & T Paving in the amount of \$145,341.00 for Oklahoma Phase 1 Pavement, Milling and Curbing**

I. Consideration of Paving Projects: Contract Amendments

- **Presenter: Barry Creasman**
- **See Agenda Materials on pages**
- **Suggested Motion: Move to approve/deny a Pavement Maintenance Contract with C & T Paving in the amount of \$51,566.00 for Oklahoma Phase 2 Pavement and Curbing**

J. Consideration of Updating Account Signature Cards & Resolutions with First Bank

- **Presenter: Angie Murphy**
- **See Agenda Materials on pages**
- **Suggested Motion: Move to approve/deny the following signers on Town of Montreat Business Accounts/Resolutions at First Bank: Police Chief David P. Arrant, Town Manager Jason J. Burrell, Commissioner Katheryn Kirk Fouche, Mayor Timothy R. Helms and Town Clerk Angela M. Murphy**

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 April 21st at 10:00 a.m. in Town Hall**
- **Native Plant Sale & Arbor Day Celebration, Saturday April 22nd from 9:00 a.m. until 2:00 p.m. at Moore Center Field**
- **Tree Board, Tuesday April 25th at 9:30 a.m. in Town Hall**
- **Planning & Zoning Commission Meeting, Thursday April 27th at 10:30 a.m. in Town Hall**
- **Board of Adjustment Meeting, Thursday April 27th at 5:00 p.m. in Town Hall**
- **Landcare, Wednesday May 3rd at 9:00 a.m. in Town Hall**
- **PZC Hillside Development Subcommittee Meeting, Thursday May 4th at 4:00 p.m. in Town Hall**
- **Open Space Conservation Committee Meeting, Tuesday May 9th at 3:30 p.m. in Town Hall**
- **May Town Council Meeting, Thursday May 11th at 7:00 p.m. in Town Hall. Public Forum starts at 6:30 p.m.**
- **Tree Board, Tuesday May 23rd at 9:30 a.m. in Town Hall**
- **Board of Adjustment (Tentative), Thursday May 25th at 5:00 p.m. in Town Hall**
- **Town Offices Closed, Monday May 29th in observance of Memorial Day. Sanitation Services will resume on Tuesday, May 30th.**

XV. Adjournment

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

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

Board members absent: None

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

Four 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.

Agenda Approval

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

Public Forum

Ed Kramer of 134 Kanawha Drive announced that he was the new chair of the Democratic Party for Precinct 36.1, the precinct that covers Montreat and Black Mountain. Mr. Kramer advised Council that there are 525 registered voters in Montreat. Mr. Kramer also advised that he had been contacted by the Buncombe County representatives assigned to Montreat's precinct and they expressed interest in hearing our concerns and helping in anyway if possible.

Adjournment

Commissioner Kitty Fouche moved to adjourn the meeting. Mayor Pro Tem Mason Blake seconded and the motion carried 5/0. The meeting was adjourned prior to 6:33 p.m.

Mason Blake, Mayor Pro Tem

Angie Murphy, Town Clerk

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

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

Board members absent: None

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

Seven 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. Commissioner Tom Widmer seconded and the motion carried 6/0.

Mayor's Communications

Mayor Tim Helms took a moment to thank the Montreat Police Department for their diligence on patrolling and assisting with the parking issues near the Montreat College Campus. Mayor Helms also expressed his gratitude to Streets Department Staff Member Mike Harrison for all his work in keeping the streets of Montreat looking good and clean all year long.

Meeting Minutes Adoption

- February 9th Town Council Public Forum Meeting Minutes
- February 9th Town Council Meeting Minutes

Interim Town Manager's Communications

Interim Town Manager Ben Blackburn advised Council that he had passed out a proposal from Mattern & Craig which outlined four scenarios regarding alternatives for the Texas Road Pedestrian Bridge Project. Mr. Blackburn asked Council to review the options in the preliminary engineering request and report back to him at their earliest convenience of which option they preferred.

Mr. Blackburn announced to Council that he had received word this week from the International Institute of Municipal Clerks that Town Clerk Angie Murphy had received the designation of becoming a Master Municipal Clerk. Mr. Blackburn advised that this was a high honor that Miss Murphy completed on her own time away from work. Mr. Blackburn advised that Miss Murphy was dedicated to her job and her love of Montreat and was thankful for the privilege of working with her the past year. Those in attendance stood and expressed their appreciation with a round of applause.

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.

Public Comment

There was no public comment at this time.

Old Business

There was no Old Business to discuss.

New Business

Closed Session

Commissioner Jane Alexander 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 5/0. The Council removed themselves from the Community Room.

Upon returning to the Community Room, Commissioner Tom Widmer moved to reconvene in Open Session. Mayor Pro Tem Mason Blake seconded and the motion carried 5/0. Commissioner Jane Alexander moved to offer Mr. Jason Burrell the job as Town Manager for a salary of \$90,000 a year.

The remaining Commissioners seconded in unison and the motion carried 5/0. Mayor Helms introduced Jason Burrell who will start his new position on March 27th. Mr. Burrell took a few moments to thank Council for this opportunity.

- A. Consideration of Appointing Ed Kramer to Tree Board: Commissioner Tom Widmer moved to appoint Ed Kramer to Tree Board to fill an unexpired term that will expire on January 31, 2025. Commissioner Kitty Fouche seconded and the motion carried 5/0.
- B. Consideration of Appointing Kathy Putnam to Montreat Landcare: Commissioner Kitty Fouche moved to appoint Kathy Putnam to Montreat Landcare to fill a term which will expire on June 30, 2025. Commissioner Kent Otto seconded and the motion carried 5/0.
- C. Consideration of Appointing Jean Norris to Montreat Landcare: Mayor Pro Tem Mason Blake moved to appoint Jean Norris to Montreat Landcare to fill a term which will expire on June 30, 2025. Commissioner Kent Otto seconded and the motion carried 5/0.
- D. Consideration of Reappointing Danny Sharpe to Board of Adjustment: Commissioner Jane Alexander moved to reappoint Danny Sharpe to Board of Adjustment to fill a term of three years which will expire on June 30, 2026. Commissioner Tom Widmer seconded and the motion carried 5/0.
- E. Consideration of Reappointing Philip Arnold to Audit Committee: Mayor Pro Tem Mason Blake moved to reappoint Philip Arnold to Audit Committee to fill a term of two years which will expire on June 30, 2025. Commissioner Kent Otto seconded and the motion carried 5/0.
- F. Consideration of Reappointing William "Bill" Scheu to Open Space Conservation Committee: Commissioner Kitty Fouche moved to reappoint William "Bill" Scheu to Open Space Conservation Committee to fill a term which will expire on June 20, 2025. Commissioner Tom Widmer seconded and the motion carried 5/0.
- G. Consideration of Approving Proposal Number 58136 with Liquid Engineering Corporation: Public Works Director Barry Creasman advised that every five years the Water Department has to have both water tanks cleaned and inspected. Mr. Creasman advised that this contract will cover the cleaning and inspection of both tanks as well as some needed repairs to the float for approximately \$3,000. The amount of the contract, less the rider, is \$5,770 which is considerably less than what was budgeted. Commissioner Kent Otto moved to approve Proposal Number 58136 in the amount of \$5,770 plus a rider of approximately \$3,000 for water tank inspections and cleaning. Mayor Pro Tem Mason Blake seconded and the motion carried 5/0.
- H. Consideration of Paving Projects: Mr. Barry Creasman identified five roads in various parts of Town that were in need of paving. Mr. Creasman submitted for bids and received only two bids from

Harrison Paving and C & T Paving. C & T Paving came in substantially less than Harrison Paving. Mr. Creasman asked Town Council to discuss and choose their paving projects for the year. Commissioner Kent Otto advised that Mr. Creasman had invited all the Council Members to get out and walk the roads of Montreat with him to like at the trouble spots and identify high traffic areas. Commissioner Otto said that while Lower Oklahoma Road was not the most travelled road it was a current paved road that was seeing some alligating and disrepair. Commissioner Otto then suggested paving the dirt portion of Upper Oklahoma Road. Commissioner Tom Widmer suggested the addition of Overbrook Road which would still bring the total in under the amount of total Powell Bill Funds. Commissioner Widmer also stated that he felt Virginia Road was in dire need of paving as well. Mr. Creasman explained that there was some water line work that he would like to do on Virginia which would necessitate paving after the water repairs. Commissioner Otto suggested leaving some monies in the Powell Bill Fund to put towards additional paving projects next year. Commissioner Kitty Fouche asked if it was possible to get a cut in the costs since the paving would be centered around one part of Town. Mr. Creasman said he would definitely approach the owner of C & T Paving about that question. Mr. Creasman hopes to begin the paving process in May/June before the summer crowds arrive into Town. Commissioner Kent Otto moved to instruct Staff to resurface Lower Oklahoma Road and pave the dirt surface on Upper Oklahoma Road during this fiscal year while awarding the bid to C & T Paving. Commissioner Kitty Fouche seconded and the motion carried 5/0.

- I. Consideration of Ordinance Revisions for Qualifications as a Bearwise Community (2nd Reading): Mayor Pro Tem Mason Blake stated that this revision passed unanimously at the February 9th Town Council Meeting but there were only three member of Council present and voting. Mayor Pro Tem Blake advised that State Law requires 2/3 of the membership to vote in order for the Ordinance to pass. Mayor Pro Tem Blake briefly reviewed the revisions and qualifications and advised that no changes had occurred since the last reading. Mayor Pro Tem Mason Blake moved to approve the Ordinance Revisions for Qualifications as a BearWise Community. Commissioner Jane Alexander seconded and the motion carried 5/0.

Public Comment

Mr. Tom Frist of 98 Frist Road took a moment to thank Interim Town Manager Ben Blackburn for all his work during his time in Montreat.

Commissioner Communications

- Commissioner Kitty Fouche advised that the Presbyterian Heritage Center had been hosting a series of gatherings for people who haven't ever visited before. The last gathering of this kind will be on Friday, March 10 from 4:00 – 5:00 p.m. Refreshments and fellowship will be provided.
- Commissioner Kent Otto thanked Town Staff, Montreat College and MRA for all their work in helping to address the congestion on Lookout Road. Commissioner Otto also stated that multiple

neighbors have contacted him to let him know that the bears are back in Montreat! Commissioner Otto saw evidence of twenty or more mutilated trash bags behind Assembly Inn earlier in the day. Commissioner Kent Otto expressed his thanks to Interim Town Manager Ben Blackburn for all his hard work.

- Mayor Tim Helms thanked the Montreat Police Department for their work on patrolling Lookout Road. Mayor Helms also recognized Streets Department employee Michael Harrison for his hard work on keeping the streets of Montreat clean.

Dates to Remember

- Comprehensive Plan Steering Committee Meeting, Friday March 17th at 2:00 p.m. in Town Hall
- Tree Board, Tuesday March 28th at 9:30 a.m. in Town Hall

Adjournment

Commissioner Tom Widmer moved to adjourn the meeting. Commissioner Jane Alexander seconded and the motion carried 3/0. The meeting was adjourned at 7:50 p.m.

Mason Blake, Mayor Pro Tem

Angie Murphy, Town Clerk



TOWN OF MONTREAT

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

**ADMINISTRATIVE REPORTS:
 ADMINISTRATION**

Town Administration report for the month of March 2023

| Monthly Statistics | 2022 | 2023 |
|--|-------------|-------------|
| Public Meetings | 6 | 7 |
| Inter-Organizational /Intergovernmental Meetings | 1 | 1 |
| Agendas Prepared | 6 | 5 |
| Minutes Transcribed | 16 | 5 |
| Resolutions Drafted | 1 | 0 |
| Public Records Requests Processed | 3 | 2 |
| Water Bills Processed | 675 | 681 |
| Leak Adjustments | 4 | 2 |
| New Water Accounts Established | 1 | 0 |
| Purchase Orders | 59 | 85 |
| Professional Development Hours | 5 | 12 |
| Sunshine List Messages | | 21 |
| Website Posts | 10 | 21 |
| Social Media Posts | 0 | 25 |
| Code Red Alerts | 0 | 0 |
| Workers Compensation Claims | 0 | 0 |

Upcoming Events and Schedule Changes

Comments

N/A

Staff Communications

N/A



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**ADMINISTRATIVE REPORTS:
BUILDINGS AND INSPECTIONS**

Buildings and Inspections report for the month of March 2023

| Monthly Statistics | 2022 | 2023 |
|--------------------------------|------|------|
| Building Permits Issued | 12 | 9 |
| Pending Building Permits | 0 | 0 |
| Building Inspections Performed | 45 | 36 |
| Stop Work Orders Issued | 0 | 1 |
| 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 March , 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

We are beginning our spring cleanup and striping around town along with continued tree removals. Please be aware of workers in the roadways. Thank you and have a Blessed Easter.



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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 March , 2023

| Monthly Statistics | 2022 | 2023 |
|----------------------------------|---------|-----------|
| Calls for Service | 27 | 21 |
| Water Leaks Repaired | 0 | 0 |
| New Water Lines Installed | 0 | 0 |
| Water Meters Read | 674 | 674 |
| Water Meter Replacements | 0 | 0 |
| Gallons of Water Produced | 3326349 | 2,935,285 |
| Monthly Fuel Cost | 688.46 | \$ 526.67 |
| Hours Pumped (11 wells combined) | 1739 | 1,584 |

Comments

0



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**ADMINISTRATIVE REPORTS:
 SANITATION**

Sanitation Department report for the month of March , 2023

| Monthly Statistics | 2022 | 2023 |
|---|-------------|-------------|
| Tons of Curbside Trash Collected | 19.8 | 25.39 |
| Pay-As-You-Throw Trash Bags Collected | N/A | NA |
| Tons of Curbside Recycling Collected | 2.82 | 2.96 |
| Pay-As-You-Throw Recycling Bags Collected | N/A | NA |
| Cardboard Recycling Collected | 0.67 | 0.41 |
| Unique Curbside Sanitation Stops | 1520 | 1,855 |
| Bagged Leaf Pickup | 186 | 239.00 |
| Brush Pickup (cubic yards) | 7 Loads | 5 Loads |
| Hauling Fees | 0 | \$3,663.20 |
| Tipping Fees | 0 | \$575.87 |
| Dumpster Rental Fees | 0 | \$460.26 |
| Sanitation Fuel | 345.58 | \$ 314.02 |

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 March 2023

| Monthly Statistics | 2022 | 2023 |
|---------------------------------|-------------|-------------|
| Approved Zoning Permits | 1 | 1 |
| 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

| Date of Deposit | Nov-21 | Nov-22 | % +/- | Date of Deposit | Dec-21 | Dec-22 | % +/- | Jan-22 | Jan-23 | % +/- | Feb-22 | Feb-23 | % +/- | Mar-22 | Mar-23 | % +/- |
|--|-----------|-----------|---------------|-----------------------------|------------|------------|---------------|------------|------------|---------------|------------|------------|---------------|-----------|-----------|-----------------|
| AdVal/RMV (Includes Sp Assess&Ded Fees) | 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% | 40,754.84 | 14,835.76 | -174.71% |
| Sales | 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% | 50,930.06 | 57,843.99 | 11.95% |
| Solid Waste (Quarterly) | 173.79 | 186.60 | 6.86% | Solid Waste (Quarterly) | | | | | | | 178.63 | 224.03 | 20.27% | | | |
| Utility Fran (Quarterly) | | | | Utility Fran (Quarterly) | 23,240.05 | 26,761.50 | 13.16% | | | | | | | 21,931.85 | 23,145.95 | 5.25% |
| Wine/Beer (Annual-May) | | | | Wine/Beer (Annual-May) | | QE 9/30/22 | | | | | | | | | | |

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

MARCH 2022 - MONTH 9 OF FISCAL YEAR 2021-2022

REVENUES

| Fund | Fund # | Budget | YTD Budget | YTD Collected | Difference |
|---|--------|---------------------|---------------------|---------------------|-------------------|
| GENERAL FUND | 10 | 1,810,952.00 | 1,358,214.00 | 1,642,632.78 | 284,418.78 |
| WATER FUND | 30 | 344,041.00 | 258,030.75 | 266,933.41 | 8,902.66 |
| TOTAL REVENUES GENERAL & WATER FUNDS | | 2,154,993.00 | 1,616,244.75 | 1,909,566.19 | 293,321.44 |

EXPENSES

| Dept Name | Fund # | Budget | YTD Budget | YTD Exp | Difference |
|------------------------------------|--------|---------------------|---------------------|---------------------|-------------------|
| GOVERNING BODY | 10 | 40,471.00 | 30,353.25 | 16,380.84 | 13,972.41 |
| ADMINISTRATION | 10 | 446,567.00 | 334,925.25 | 360,815.56 | (25,890.31) |
| PUBLIC BUILDINGS | 10 | 44,503.00 | 33,377.25 | 18,928.55 | 14,448.70 |
| POLICE | 10 | 438,373.00 | 328,779.75 | 281,168.94 | 47,610.81 |
| BUILDING AND ZONING | 10 | 117,506.00 | 88,129.50 | 56,717.28 | 31,412.22 |
| PUBLIC WORKS | 10 | 215,574.00 | 161,680.50 | 171,335.01 | (9,654.51) |
| STREET | 10 | 378,462.00 | 283,846.50 | 162,661.68 | 121,184.82 |
| SANITATION | 10 | 106,596.00 | 79,947.00 | 90,297.05 | (10,350.05) |
| ENVIRON,CONS,REC | 10 | 22,900.00 | 17,175.00 | 19,354.06 | (2,179.06) |
| TOTAL EXPENSES GENERAL FUND | | 1,810,952.00 | 1,358,214.00 | 1,177,658.97 | 180,555.03 |

| Dept Name | Fund # | Budget | YTD Budget | YTD Exp | Difference |
|---|--------|-----------------------|-----------------------|-----------------------|---------------------|
| WATER | 30 | 344,041.00 | 258,030.75 | 212,701.55 | 45,329.20 |
| TOTAL EXPENSES WATER FUND | | 344,041.00 | 258,030.75 | 212,701.55 | 45,329.20 |
| TOTAL EXPENSES GENERAL & WATER FUNDS | | \$2,154,993.00 | \$1,616,244.75 | \$1,390,360.52 | \$225,884.23 |

| | |
|---------------------------------------|---------------------|
| GENERAL FUND INCOME/LOSS - YTD | \$464,973.81 |
| WATER FUND INCOME/LOSS - YTD | \$54,231.86 |
| NET INCOME - YTD 2022 | \$519,205.67 |

| 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% |
| TOTAL SPECIAL PROJECTS | | \$ 3,484,893.08 | \$ 533.84 | \$ 3,089,152.70 | 88.64% |

March 2023 - MONTH 9 OF FISCAL YEAR 2022-2023

REVENUES

| Fund | Fund # | Budget | YTD Projected | | YTD Collected | YTD Actual Percentage | Difference |
|---|--------|---------------------|---------------------|---------------|---------------------|-----------------------|-------------------|
| | | | YTD Budget | Percentage | | | |
| GENERAL FUND | 10 | 2,074,316.00 | 1,555,737.00 | 75.00% | 1,718,991.30 | 82.87% | 163,254.30 |
| WATER FUND | 30 | 359,734.00 | 269,800.50 | 75.00% | 274,998.07 | 76.44% | 5,197.57 |
| TOTAL REVENUES GENERAL & WATER FUNDS | | 2,434,050.00 | 1,825,537.50 | 75.00% | 1,993,989.37 | 81.92% | 168,451.87 |

EXPENSES

| Dept Name | Fund # | Budget | YTD Projected | | YTD Exp | YTD Actual Percentage | Difference |
|------------------------------------|--------|---------------------|---------------------|---------------|---------------------|-----------------------|-------------------|
| | | | YTD Budget | Percentage | | | |
| GOVERNING BODY | 10 | 45,572.00 | 34,179.00 | 75.00% | 40,672.07 | 89.25% | (6,493.07) |
| ADMINISTRATION | 10 | 471,922.00 | 353,941.50 | 75.00% | 347,391.46 | 73.61% | 6,550.04 |
| PUBLIC BUILDINGS | 10 | 120,862.00 | 90,646.50 | 75.00% | 31,465.20 | 26.03% | 59,181.30 |
| POLICE | 10 | 439,974.00 | 329,980.50 | 75.00% | 299,271.54 | 68.02% | 30,708.96 |
| BUILDING AND ZONING | 10 | 94,600.00 | 70,950.00 | 75.00% | 71,250.00 | 75.32% | (300.00) |
| PUBLIC WORKS | 10 | 117,593.00 | 88,194.75 | 75.00% | 92,061.92 | 78.29% | (3,867.17) |
| STREET | 10 | 624,083.00 | 468,062.25 | 75.00% | 195,133.76 | 31.27% | 272,928.49 |
| SANITATION | 10 | 136,900.00 | 102,675.00 | 75.00% | 98,978.68 | 72.30% | 3,696.32 |
| ENVIRON,CONS,REC | 10 | 22,810.00 | 17,107.50 | 75.00% | 10,868.29 | 47.65% | 6,239.21 |
| TOTAL EXPENSES GENERAL FUND | | 2,074,316.00 | 1,555,737.00 | 75.00% | 1,187,092.92 | 57.23% | 368,644.08 |

| Dept Name | Fund # | Budget | YTD Projected | | YTD Exp | YTD Actual Percentage | Difference |
|----------------------------------|--------|-------------------|-------------------|---------------|-------------------|-----------------------|-------------------|
| | | | YTD Budget | Percentage | | | |
| WATER | 30 | 359,734.00 | 269,800.50 | 75.00% | 157,374.52 | 43.75% | 112,425.98 |
| TOTAL EXPENSES WATER FUND | | 359,734.00 | 269,800.50 | 75.00% | 157,374.52 | 43.75% | 112,425.98 |

| | | | | | | | |
|---|--|-----------------------|-----------------------|---------------|-----------------------|---------------|---------------------|
| TOTAL EXPENSES GENERAL & WATER FUNDS | | \$2,434,050.00 | \$1,825,537.50 | 75.00% | \$1,344,467.44 | 55.24% | \$481,070.06 |
|---|--|-----------------------|-----------------------|---------------|-----------------------|---------------|---------------------|

| | |
|---------------------------------------|---------------------|
| GENERAL FUND INCOME/LOSS - YTD | \$531,898.38 |
| WATER FUND INCOME/LOSS - YTD | \$117,623.55 |
| NET INCOME - YTD 2023 | \$649,521.93 |

| 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 | | \$ 3,536,317.08 | \$ - | | \$ 3,191,506.88 | | 90.25% |

| Permit Number | Date | Name | Property Address | Permit Type | Project | Zoning Approval | Cost | PIN | CONTRACTORS | Fee Amount |
|---------------|-----------|----------------------|----------------------|-------------|------------------|-----------------|------------|-----|--------------------------|------------|
| 5878 | 3/3/2023 | Samuel Cook | 224 Tennessee Rd | building | resid remodel | no | \$ 26,000 | | Peak Elect/EZ Plumbing | \$772 |
| 5879 | 3/13/2023 | Vanessa Dameron | 411 W Virginia Terr | elec | service change | no | | | Brian Hensley Electric | \$ 100 |
| 5880 | 3/13/2023 | David Buhler | 201 Alabama Terr | mech/elect | heatpump | no | | | Morris Heating & Cooling | \$ 100 |
| 5881 | 3/14/2023 | Heath Phillips | 102 Westminster Terr | mech/elect | minisplits | no | | | Gentry Heating & Cooling | \$ 200 |
| 5882 | 3/14/2023 | Heavenfell LLC | 137 Mississippi Rd | building | resid repairs | no | \$ 310,071 | | Semper Fi Custom Remodel | \$ 2,330 |
| 5883 | 3/21/2023 | Mark Boyd | 320 Chapman Rd | mech/elect | heat pump | no | | | Bullman Heating & Air | \$ 100 |
| 5884 | 3/27/2023 | Annie Hodgkin | 339 Missouri Rd | building | resid remodel | no | \$ 47,354 | | Semper Fi Custom Remodel | \$ 734 |
| 5885 | 3/29/2023 | Scott Kennington | 414 SC Terrace | plumb | water line repl | no | | | Moody Plumbing | \$ 100 |
| 5886 | 3/30/2023 | Ann & Charles Raynal | 531 Magill Dr | Demo | total demolition | no | | | Sineath Constructio | \$ 100 |

New submission from Board Application Form

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

via mail.wpengine.com

Fri 3/31/2023 4:01 PM

To: Info <info@townofmontreat.org>

Full Legal Name

Laura Wolfe

Physical Address

324 Texas Road
Montreat, NC 28757
United States
[Map It](#)

Same as Mailing Address?

No

Mailing Address

PO Box 1316
Montreat, NC 28757
United States
[Map It](#)

Phone

(828) 989-4859

Email

laurawolfemd@gmail.com

On Which Committee Would You Like to Serve?

Board of Adjustment

Please Explain Why You Wish to Join This Committee

I am a permanent resident of Montreat and I care deeply about this community. It has been a treasure to many people and I would like to do my part to contribute what I can to the maintenance of the community. Having been a lawyer in the past, I feel I would be a valuable addition to the Board of Adjustment. Although I don't work as a lawyer, I do have an understanding of how the law works, including municipal ordinances. I am currently working as a medical doctor 2-3 days per week and have the flexibility in my schedule and time to attend the hearings and deliberations.

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) Water run off, pollution and erosion. Montreat is a small community with limited available space for development. That said, exceptions on an individual basis would need to be made to balance the interest of the property owner with the interest of the Town. I believe I can be fair when listening to the facts and deliberating.
- 2) Challenges to preserving uniqueness of Montreat. I have been coming to Montreat since the 1970s and not only have an appreciation for the history of Montreat, but for the ordinances which were enacted to preserve the unique quality of the community.
- 3) Pressure on property tax as main source of income for Town. I appreciate that the 2 biggest entities in Montreat are both not for profit. I would try to allow the property owners to use their property as they see fit, as long as it fit within the requirement of the variance request and did not encroach on a neighbor's property rights.

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

I did practice law for 9 years as a trial lawyer. While I did not specifically handle any Board of Adjustment litigation, I do know how to read and follow the ordinances and have an understanding of the process. I will be a member of the Buncombe County Bar and will be keeping apprised of any changes or developments in the local laws. I had a medical practice in West Asheville for Haywood Regional Hospital out of Waynesville, NC, and am a respected member of the local regional community.

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?

1 day per week as necessary to prepare and attend the hearings.



TOWN OF MONTREAT

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

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

Full Legal Name: Cox ARRINGTON Johnston
(Last) (First) (Middle)
Physical Address: 203 VA. RD., MONTREAT 28757
Mailing Address: PO Box 967, " 28757
Home Phone: _____ Alternate Phone: 803-760-0040
Email Contact Information: _____

On which Board or Committee do you wish to serve?

- Board of Adjustment
- Comprehensive Plan Steering Committee
- Montreat Landcare Committee (Natl Wildlife Federation)
- Open Space Conservation Committee
- Planning and Zoning Commission
- Board of Commissioners
- Tree Board

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

Already serving as chair

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:

- Protecting wildlife
- " Community from commercial development
- " Historic buildings & houses
- " Land & streams from development & pollution

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

Organizational skills. Atlanta Olympics
Ability to work with volunteers. Historic
Columbus Foundation. Int. Director

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

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

New submission from Audit Committee Application

noreply@townofmontreat.org <noreply@townofmontreat.org>
via mail1.wengine.com
Wed 3/8/2023 12:59 PM
To: Info <info@townofmontreat.org>

Full Legal Name

Hugh Q Alexander Jr

Physical Address

388 South Carolina Terrace Spur
PO Box 447
Montreat, NC 28757
United States
[Map It](#)

Same as Mailing Address?

Yes

Phone

(252) 414-8237

Email

hugh.alexander60@hotmail.com

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

Currently serving on the Audit Committee and can continue to bring experience and continuity to the committee.

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

Provide leadership as we monitor the town's finances relative to the requirements of the Local Government Commission and the Town's own policies and procedures. Interact with the Town's Independent Public Accountants to get an understanding of their findings how to improve the Town's financial and regulatory performance.

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

Financial and regulatory background in banking; Mentored subordinates in Financial Statement Analysis in a multi-billion dollar bank; Served as Chairman of the Levy County Development for nine years. See more detail in attached resume.

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

Yes

Attachments

- [Alexander-Hugh-2018-Resume.pdf](#)



TOWN OF MONTREAT

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

ADVISORY BOARD/COMMITTEE MEMBERSHIP APPLICATION

Full Legal Name: Todd (Last) Mary (First) N. (Middle)

Physical Address: 143 Eastminster Terrace
Montreat

Mailing Address: P.O. 159
montreat

Home Phone: Alternate Phone: 828 3372248

Email Contact Information: hmtodd1617@netzero.net

On which Board or Committee do you wish to serve?

- Board of Adjustment
Montreat Landcare Committee
Open Space Conservation Committee
Planning and Zoning Commission

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

previous term was positive and
would like 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:

[Blank lines for response]

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

[Blank lines for response]

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 needed



TOWN OF MONTREAT

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PROCLAMATION #23-04-001 DESIGNATING APRIL 22, 2023 AS ARBOR DAY IN THE TOWN OF MONTREAT

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Town of Montreat Board of Commissioners hereby designates April 22, 2023 as Arbor Day in the Town of Montreat, and urges all citizens to celebrate Arbor Day and support efforts to protect our trees and woodlands.

READ, APPROVED AND ADOPTED, this the 13th day of April, 2023.

[SEAL]

Mason Blake, Mayor Pro Tem

ATTEST:

I hereby certify that this is a true and correct copy of this Resolution, duly adopted by the Town of Montreat on the 22nd day of April, 2023 as it appears of record in the official minutes.

Angie Murphy
Town Clerk

Proclamation

54th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK

April 30 - May 6, 2023

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, Mason Blake, Mayor Pro Tem of the Town of Montreat, do recognize the week of April 30 through May 6, 2023, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Angela Murphy and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 13th day of April, 2023

Mason Blake, Mayor Pro Tem

Attest: Jason Burrell

**TOWN OF MONTREAT
FISCAL YEAR 2023
BUDGET AMENDMENT #1**

Be it ordained by the Town of Montreat Board of Commissioners that the following amendment be made to the Budget Ordinance for the fiscal year ending June 30, 2023.

Department(s): Streets – Capital Outlay

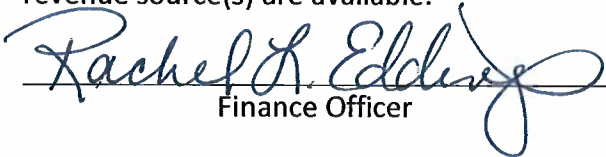
Purpose: Budgeted Street Paving

Section 1. To amend the General/Water Fund as follows:

| Line Item | Account Number | Amount Decrease | Amount Increase | Amended Budget |
|--------------------------|----------------|-----------------|-----------------|----------------|
| Powell Bill | 10-00-1020-000 | \$22,907.00 | | \$246,483.24 |
| Streets – Capital Outlay | 10-20-5600-730 | | \$22,907.00 | \$339,907.00 |

Notes: _____.

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


Finance Officer

4/4/23
Date

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

Adopted this _____ day of _____, _____.

Recorded and filed:

Budget Officer/Town Administrator

Date

Town Clerk

Date

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
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

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. | Concrete Extruded Curb | \$5,640.00 |
| 4. | Asphalt Curb | \$780.00 |
| Total: | | \$145,341.00 |

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

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

Contract Terms & Conditions

1. **Asphalt Price Index:** Proposal is based on the current price of liquid asphalt. If there is a price increase in liquid asphalt, there will be additional charge for the difference.
The asphalt cost based on a NCDOT price index of \$641.00 per liquid ton + tax as of February 1, 2023 and good until February 28, 2023.
2. The owner is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
3. 90% of contract amount and change orders must be paid prior to completing punch list items and/or any changes for additional work required by cities or municipalities.
4. It is understood and agreed that all work is performed "weather permitting".
5. Towing fees, if necessary, billed as actual. Any vehicles left in the construction area at commencement of the work will be relocated on site and billed to the Owner/Authorized Agent
6. Change orders, additions or extras requested by Owner, Contractor or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum. All Change Orders must be approved and signed by Management/Board President/Building Owner (whichever applies.)
7. **Asphalt Repairs/Paving:** If the actual asphalt is determined to be thicker than the proposed depth once the area(s) are excavated, ASP will provide photo documentation showing the additional depth and a change order will be sent to ownership for the additional material.
8. C & T Paving, LLC cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
9. **C & T PAVING, LLC will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked condition of the existing asphalt pavement.**
10. All underground utilities including electrical, plumbing and irrigation lines if damaged or broken are the responsibility of the owner and not C & T Paving. If C & T Paving needs to repair damages, the costs will be billed to the owner as a change order.
11. C & T Paving, LLC will not be responsible for trafficking, paint tracking or damage to cars or persons trespassing in designated construction areas.
12. Plans, engineering, layout, testing, bonds and as-builts by others.
13. The prices used in this proposal are based on the condition that all work quoted will be accepted in total.
14. This proposal, including all terms and conditions, shall become a legally binding attachment to any contract entered into between C & T Paving, LLC and the financially responsible company for which the work will be performed.
15. In the event of a dispute regarding this contract, the prevailing party agrees to pay reasonable attorney fees, collection costs and all related costs incurred until such dispute is settled.
16. C & T Paving, LLC will add a 1½% finance charge to any unpaid proper invoice past due at least (30) thirty days.
17. No warranties are honored unless payment is made in full. C & T Paving will provide a one (1) year warranty, starting on last day of substantial completion, on materials and workmanship. Normal wear and tear is not covered under this warranty.

Sealcoating Commercial | Owners Resp & Conditions

1. **Barricaded Parking Lot:** It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicles. **There will be additional costs if we are unable to access the work area billed at a minimum of (\$1500 for Sealcoating)**
2. **Cleaning:** Customer is responsible for any "heavy cleaning"; otherwise Atlantic Southern Paving & Sealcoating, LLC will bill for this additional cleaning.
3. **Lawn Fertilization:** should not be installed seven days before or after service.

4. **Rain:** If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where sealer has not bonded.
5. **Sprinklers:** should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.
6. **Site Services:** The property is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
7. **Pavement Sealer:** will take a minimum of 30 days to fully cure and is sensitive to **animal droppings, tree droppings; water stains from irrigation systems, ponding water & tire markings** during this time. This is normal and no reason to be concerned, it will fade over time. Areas of shade will take longer to dry and cure than areas in the direct sunlight.
8. **Driving on Surface:** Once you start driving on sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do, but understand that when wheels are turned on a freshly sealed parking lot, scuffing and turn marks will be evident, no worries in time they will blend in with surrounding surface.
9. **Overspray on Grass:** where grass meets your pavement, you may expect a small "drift spray" of pavement sealer. This is normal and will disappear generally after the next mowing.
10. **Weeds:** It is important to note that we have proposed all work at the time of the assessment. If you decide to do work 3 months after we look at the project, if your parking area has developed excessive weeds in the cracked areas as well as the edge lines for any reason, there may be additional costs for treatment & removal.
11. **Crack Sealing:** Hairline cracks, alligatored or spider web cracks or other failing asphalt areas cannot and will not be crack sealed. Crack sealing is designed to keep water out, not in, so ground water is subject to seep from wet areas.

Paving Commercial | Owner Responsibility & Conditions

1. **Asphalt Price Index:** Proposal is based on the current price of liquid asphalt. If there is a price increase in liquid asphalt, there will be additional charge for the difference.
2. **Barricaded Parking Lot:** It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicles. **There will be additional costs if we are unable to access the work area billed at a minimum of (\$5,000 for Paving)**
3. **Site Services:** The property is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
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5. **Sprinklers:** should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.
6. **Drainage:** Atlantic Southern Paving and Sealcoating cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
7. **Asphalt Over-Runs:** will be billed to owner at \$125.00 per ton.

Paving Residential | Owner Responsibility & Conditions

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Pavement Repair | Owner Responsibility & Conditions

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There will be additional costs if we are unable to access the work area billed at a minimum of (\$500 for Striping)
2. **Line Striping:** If there are existing car stops on the property, the new line striping of the parking stalls will not be installed beyond the car stop(s) unless they are removed. The striping machine cannot fit between the car stops. If you would like the existing car stops removed during the striping phase, there will be additional costs associated with this scope of work. It is the owner's responsibility to inform C & T if this is desired prior to commencement of the project.
3. Line striping will match all existing pavement markings unless approved changes are made by owner(s) or an authorized owner's representative.
4. C & T Paving is not responsible for any tracking of paint caused by any vehicles and/or pedestrians if the barricades are moved prematurely or without authorization. The project manager will remove the barricades once the material has cured properly.

5. If existing curbs are flaking, it is not recommended to re-paint them without sand-blasting or power-washing them first. C & T Paving will not be held responsible for flaking if proper procedure is not taken prior to painting.

Warranty & Conditions

1. **Asphalt Price Index:** Proposal is based on the current price of liquid asphalt. If there is a price increase in liquid asphalt, there will be additional charge for the difference.
2. All work will be warranted for a period of (1) one year from date of installation on materials and workmanship, **except cracks.**
3. All material guaranteed to be installed exactly as specified.
4. Due to unforeseeable conditions during excavation, depths may go deeper than anticipated. A change order may be necessary should this occur.
5. Any necessary permits or permit fees are owners' responsibility.
6. **NOTE: This proposal may be withdrawn by us if not accepted within 20 days.**
7. The cost of and obtaining of all permits, bonds, stakeouts, cut sheets, layout engineering, testing, etc. are excluded.
8. If, after being made aware of undesirable sub-base or base coarse conditions, the owner or owner agent insists on the installation of any part of the pavement without authorizing corrective action, our firm will not be responsible for any subsequent pavement failures, and will be paid as stated in the contract. Our firm shall not be liable for any failure to undertake or complete the work for causes beyond our control.
9. Unless weekend work is clearly identified in the proposal, price is for work to be completed during the week (Monday-Friday). Night or weekend work available at additional cost.
10. **Existing Surface:** The existing surface will be expected to support the weight of all required construction equipment. In the event that due to poor sub-grade conditions sinking may occur when we drive onto your site, Our firm will not be held responsible for damages to any concrete or asphalt due to the weight of our trucks & equipment.
11. Our firm assumes no liability for damage to any utilities such as but not limited to gas, electric, plumbing, phone, cable, dog fencing, sprinklers, culvert pipes, etc.

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
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 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

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. | Concrete Extruded Curb | \$660.00 |
| Total: | | \$51,566.00 |

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

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

Contract Terms & Conditions

- Asphalt Price Index:** Proposal is based on the current price of liquid asphalt. If there is a price increase in liquid asphalt, there will be additional charge for the difference.
The asphalt cost based on a NCDOT price index of \$641.00 per liquid ton + tax as of February 1, 2023 and good until February 28, 2023.
- The owner is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
- 90% of contract amount and change orders must be paid prior to completing punch list items and/or any changes for additional work required by cities or municipalities.
- It is understood and agreed that all work is performed "weather permitting".
- Towing fees, if necessary, billed as actual. Any vehicles left in the construction area at commencement of the work will be relocated on site and billed to the Owner/Authorized Agent
- Change orders, additions or extras requested by Owner, Contractor or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum. All Change Orders must be approved and signed by Management/Board President/Building Owner (whichever applies.)
- Asphalt Repairs/Paving: If the actual asphalt is determined to be thicker than the proposed depth once the area(s) are excavated, ASP will provide photo documentation showing the additional depth and a change order will be sent to ownership for the additional material.
- C & T Paving, LLC cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
- C & T PAVING, LLC will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked condition of the existing asphalt pavement.**
- All underground utilities including electrical, plumbing and irrigation lines if damaged or broken are the responsibility of the owner and not C & T Paving. If C & T Paving needs to repair damages, the costs will be billed to the owner as a change order.
- C & T Paving, LLC will not be responsible for trafficking, paint tracking or damage to cars or persons trespassing in designated construction areas.
- Plans, engineering, layout, testing, bonds and as-builts by others.
- The prices used in this proposal are based on the condition that all work quoted will be accepted in total.
- This proposal, including all terms and conditions, shall become a legally binding attachment to any contract entered into between C & T Paving, LLC and the financially responsible company for which the work will be performed.
- In the event of a dispute regarding this contract, the prevailing party agrees to pay reasonable attorney fees, collection costs and all related costs incurred until such dispute is settled.
- C & T Paving, LLC will add a 1½% finance charge to any unpaid proper invoice past due at least (30) thirty days.
- No warranties are honored unless payment is made in full. C & T Paving will provide a one (1) year warranty, starting on last day of substantial completion, on materials and workmanship. Normal wear and tear is not covered under this warranty.

Sealcoating Commercial | Owners Resp & Conditions

- Barricaded Parking Lot:** It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicles. **There will be additional costs if we are unable to access the work area billed at a minimum of (\$1500 for Sealcoating)**
- Cleaning:** Customer is responsible for any "heavy cleaning"; otherwise Atlantic Southern Paving & Sealcoating, LLC will bill for this additional cleaning.
- Lawn Fertilization:** should not be installed seven days before or after service.

4. **Rain:** If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where sealer has not bonded.
5. **Sprinklers:** should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.
6. **Site Services:** The property is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
7. **Pavement Sealer:** will take a minimum of 30 days to fully cure and is sensitive to *animal droppings, tree droppings; water stains from irrigation systems, ponding water & tire markings* during this time. This is normal and no reason to be concerned, it will fade over time. Areas of shade will take longer to dry and cure than areas in the direct sunlight.
8. **Driving on Surface:** Once you start driving on sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do, but understand that when wheels are turned on a freshly sealed parking lot, scuffing and turn marks will be evident, no worries in time they will blend in with surrounding surface.
9. **Overspray on Grass:** where grass meets your pavement, you may expect a small "drift spray" of pavement sealer. This is normal and will disappear generally after the next mowing.
10. **Weeds:** It is important to note that we have proposed all work at the time of the assessment. If you decide to do work 3 months after we look at the project, if your parking area has developed excessive weeds in the cracked areas as well as the edge lines for any reason, there may be additional costs for treatment & removal.
11. **Crack Sealing:** Hairline cracks, alligatored or spider web cracks or other failing asphalt areas cannot and will not be crack sealed. Crack sealing is designed to keep water out, not in, so ground water is subject to seep from wet areas.

Paving Commercial | Owner Responsibility & Conditions

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7. **Asphalt Over-Runs:** will be billed to owner at \$125.00 per ton.

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Pavement Repair | Owner Responsibility & Conditions

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GOVERNMENTAL ENTITY NAME AND ADDRESS

TOWN OF MONTREAT
96 RAINBOW TER
BLACK MOUNTAIN, NC 28711

This Resolution supersedes all previous Resolutions, effective April 13, 2022.

| DATE OF RESOLUTION | ACCOUNT NUMBER | Tax Identification Number |
|--------------------|----------------|---------------------------|
| May 1, 2018 | DD 34021204 | XX-XXX9173 |

By signing below, I certify to FIRST BANK ("Financial Institution") that: I am the Certifier of the above named Governmental Entity ("Entity"), validly chartered and operating under the laws of the State of North Carolina; the following is a true and complete copy of the Resolution, properly adopted at a duly called open legal meeting of the officers of the Entity held on March 10, 2022 in accordance with the charter of the Entity, if any; this Resolution is contained in the minutes of that meeting and that such Resolution is still in force and effect and has not been amended or rescinded, and was and still is in accordance with the charter of the Entity, if any; the Financial Institution has been provided a true and complete copy of the charter of the Entity, if any, as in effect as of the date of this Resolution; provided below are the correct names, titles, and genuine signatures of the persons authorized to exercise the powers provided in the Resolution ("Authorized Signers"); and the Financial Institution may rely upon my certification as to my authority to execute this Resolution and to make the representations in this Resolution.

IT IS RESOLVED:

The Authorized Signers shall possess the powers indicated as contained in this Resolution.

DEPOSITORY ACCOUNT. Perform the following activities in regards to the depository account(s) indicated above in the name of the Entity, subject to any terms and conditions governing the account(s), including:

- **Account Opening and Maintenance.** Open and maintain the Entity account(s).
Number of signers required: 01
- **Make Deposits.** Make deposits to the Entity account(s).
Number of signers required: 01
- **Endorsements.** Endorse for negotiation, negotiate, and receive the proceeds of any negotiable instrument, check, draft, or order for the payment of money payable to or belonging to the Entity, by writing, stamp, or other means permitted by this Resolution without the designation of the person endorsing.
Number of signers required: 01
- **Make withdrawals.** Make withdrawals from the Entity account(s) in any manner permitted by the account(s) regardless whether such action will create or increase an overdraft of the involved account.
Number of signers required: 01
- **Transfer Funds.** Transfer funds from the Entity account(s) in Financial Institution to any account whether or not held at this Financial Institution and whether or not held by this Entity and execute any agreements related to such transfers.
Number of signers required: 01
- **Approve, Endorse, Guarantee and Identify Payees.** Approve, endorse, guarantee, and identify the endorsement of any payee or any endorser of any negotiable instrument, check, draft, or order for the payment of money whether drawn by the Entity or anyone else and guarantee the payment of any negotiable instrument, check, draft, or order for the payment of money.
Number of signers required: 01

IT IS FURTHER RESOLVED THAT:

DESIGNATED DEPOSITORY. Financial Institution is designated as a depository for the funds of the Entity and to provide other financial accommodations indicated in this Resolution.

AUTHORIZED SIGNER'S POWERS. Authorized Signers who have Account Opening and Maintenance authority are authorized to make any and all other contracts, agreements, stipulations, and orders which the Authorized Signers may deem advisable for the effective exercise of their powers.

SIGNATURES. The Financial Institution shall be indemnified and held harmless by the Entity for any claims, expenses, damages, or attorney fees resulting from the honoring of any signature, authorized by this Resolution, or refusing to honor any signature not so authorized, regardless of whether or not such signature was genuine, if such signature reasonably resembles the specimen provided to the Financial Institution. The Financial Institution shall also be permitted to rely upon non-signature security and verification codes which it



provides to or receives from an Authorized Signer and shall be indemnified and held harmless by the Entity for any claims, expenses, damages, or attorney fees resulting from their use.

IMPROPER ENDORSEMENT. Any negotiable instrument, check, draft, or order for the payment of moneys not clearly endorsed by an Authorized Signer may be returned to the Entity by the Financial Institution. The Financial Institution, in its sole discretion, alternatively may endorse on behalf of the Entity any negotiable instrument, check, draft, or order for the payment of money not clearly endorsed in order to facilitate collection. Financial Institution shall have no liability for any delay in the presentment or return of any negotiable instrument, check, draft, or order for the payment of money which is not properly endorsed.

DISPOSITION OF FUNDS. When withdrawal or transfer powers are granted to an Authorized Signer, the Financial Institution is directed and authorized to act upon and honor withdrawal or transfer instructions issued and to honor, pay, transfer from, and charge to any depository account(s) of the Corporation, all negotiable instruments, checks, drafts, or orders for the payment of money so drawn when signed consistent with the Resolution without inquiring as to the disposition of the proceeds or the circumstances surrounding the issuance of the negotiable instrument, check, or order for the payment of money involved, whether such negotiable instruments, checks, drafts, or orders for the payment of money are payable to the order of, or endorsed or negotiated by any Authorized Signer signing them or any Authorized Signer in their individual capacities or not, and whether they are deposited to the individual credit of or tendered in payment of the individual obligation or account of any Authorized Signer signing them or of any other Authorized Signer.

PRIOR ENDORSEMENTS. All negotiable instruments, checks, drafts, or orders for the payment of money deposited with prior endorsements are guaranteed by the Entity.

PRE-RESOLUTION TRANSACTIONS. All actions by Authorized Signers in accordance with this Resolution but before the adoption of this Resolution are approved, ratified, adopted, and confirmed by the Entity.

WARRANTY. That the Financial Institution may rely upon the certification as to the Entity authority to execute this Resolution and make the representations in this Resolution.

NOTIFICATION OF CHANGES. The Entity shall notify Financial Institution in writing at its address shown above in advance of any changes which would affect the validity of any matter certified in this Resolution.

REVOCATION AND MODIFICATION. An act ("Act") to modify, terminate, amend or replace this Resolution will not immediately affect the ability of the Financial Institution to rely upon this Resolution. The Act shall not affect any action by the Financial Institution in reliance on this Resolution before the date the Act becomes effective as set forth in the next sentence. An Act will not become effective until all of the following occur: (a) Financial Institution receives written notification of the Act in a form and substance satisfactory to the Financial Institution and (b) the Financial Institution has had a reasonable period of time to act upon such notification. Until the Act is effective, this Resolution shall remain in full force and bind the Entity, its legal representatives, heirs, successors and assigns.



RESOLUTION
GOVERNMENTAL ENTITY



GOVERNMENTAL ENTITY NAME AND ADDRESS

TOWN OF MONTREAT
WATER CAPITAL RESERVE ACCOUNT
96 RAINBOW TER
BLACK MOUNTAIN, NC 28711

This Resolution supersedes all previous Resolutions, effective April 13, 2022.

| DATE OF RESOLUTION | ACCOUNT NUMBER | Tax Identification Number |
|--------------------|----------------|---------------------------|
| May 1, 2018 | DD 34497727 | XX-XXX9173 |

By signing below, I certify to FIRST BANK ("Financial Institution") that: I am the Certifier of the above named Governmental Entity ("Entity"), validly chartered and operating under the laws of the State of North Carolina; the following is a true and complete copy of the Resolution, properly adopted at a duly called open legal meeting of the officers of the Entity held on March 10, 2022 in accordance with the charter of the Entity, if any; this Resolution is contained in the minutes of that meeting and that such Resolution is still in force and effect and has not been amended or rescinded, and was and still is in accordance with the charter of the Entity, if any; the Financial Institution has been provided a true and complete copy of the charter of the Entity, if any, as in effect as of the date of this Resolution; provided below are the correct names, titles, and genuine signatures of the persons authorized to exercise the powers provided in the Resolution ("Authorized Signers"); and the Financial Institution may rely upon my certification as to my authority to execute this Resolution and to make the representations in this Resolution.

IT IS RESOLVED:

The Authorized Signers shall possess the powers indicated as contained in this Resolution.

DEPOSITORY ACCOUNT. Perform the following activities in regards to the depository account(s) indicated above in the name of the Entity, subject to any terms and conditions governing the account(s), including:

- **Account Opening and Maintenance.** Open and maintain the Entity account(s).
Number of signers required: 01
- **Make Deposits.** Make deposits to the Entity account(s).
Number of signers required: 01
- **Endorsements.** Endorse for negotiation, negotiate, and receive the proceeds of any negotiable instrument, check, draft, or order for the payment of money payable to or belonging to the Entity, by writing, stamp, or other means permitted by this Resolution without the designation of the person endorsing.
Number of signers required: 01
- **Make withdrawals.** Make withdrawals from the Entity account(s) in any manner permitted by the account(s) regardless whether such action will create or increase an overdraft of the involved account.
Number of signers required: 01
- **Transfer Funds.** Transfer funds from the Entity account(s) in Financial Institution to any account whether or not held at this Financial Institution and whether or not held by this Entity and execute any agreements related to such transfers.
Number of signers required: 01
- **Approve, Endorse, Guarantee and Identify Payees.** Approve, endorse, guarantee, and identify the endorsement of any payee or any endorser of any negotiable instrument, check, draft, or order for the payment of money whether drawn by the Entity or anyone else and guarantee the payment of any negotiable instrument, check, draft, or order for the payment of money.
Number of signers required: 01

IT IS FURTHER RESOLVED THAT:

DESIGNATED DEPOSITORY. Financial Institution is designated as a depository for the funds of the Entity and to provide other financial accommodations indicated in this Resolution.

AUTHORIZED SIGNER'S POWERS. Authorized Signers who have Account Opening and Maintenance authority are authorized to make any and all other contracts, agreements, stipulations, and orders which the Authorized Signers may deem advisable for the effective exercise of their powers.

SIGNATURES. The Financial Institution shall be indemnified and held harmless by the Entity for any claims, expenses, damages, or attorney fees resulting from the honoring of any signature, authorized by this Resolution, or refusing to honor any signature not so authorized, regardless of whether or not such signature was genuine, if such signature reasonably resembles the specimen provided to the



Financial Institution. The Financial Institution shall also be permitted to rely upon non-signature security and verification codes which it provides to or receives from an Authorized Signer and shall be indemnified and held harmless by the Entity for any claims, expenses, damages, or attorney fees resulting from their use.

IMPROPER ENDORSEMENT. Any negotiable instrument, check, draft, or order for the payment of moneys not clearly endorsed by an Authorized Signer may be returned to the Entity by the Financial Institution. The Financial Institution, in its sole discretion, alternatively may endorse on behalf of the Entity any negotiable instrument, check, draft, or order for the payment of money not clearly endorsed in order to facilitate collection. Financial Institution shall have no liability for any delay in the presentment or return of any negotiable instrument, check, draft, or order for the payment of money which is not properly endorsed.

DISPOSITION OF FUNDS. When withdrawal or transfer powers are granted to an Authorized Signer, the Financial Institution is directed and authorized to act upon and honor withdrawal or transfer instructions issued and to honor, pay, transfer from, and charge to any depository account(s) of the Corporation, all negotiable instruments, checks, drafts, or orders for the payment of money so drawn when signed consistent with the Resolution without inquiring as to the disposition of the proceeds or the circumstances surrounding the issuance of the negotiable instrument, check, or order for the payment of money involved, whether such negotiable instruments, checks, drafts, or orders for the payment of money are payable to the order of, or endorsed or negotiated by any Authorized Signer signing them or any Authorized Signer in their individual capacities or not, and whether they are deposited to the individual credit of or tendered in payment of the individual obligation or account of any Authorized Signer signing them or of any other Authorized Signer.

PRIOR ENDORSEMENTS. All negotiable instruments, checks, drafts, or orders for the payment of money deposited with prior endorsements are guaranteed by the Entity.

PRE-RESOLUTION TRANSACTIONS. All actions by Authorized Signers in accordance with this Resolution but before the adoption of this Resolution are approved, ratified, adopted, and confirmed by the Entity.

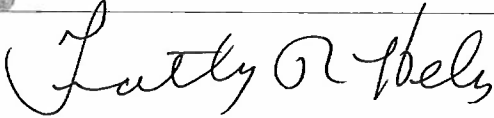
WARRANTY. That the Financial Institution may rely upon the certification as to the Entity authority to execute this Resolution and make the representations in this Resolution.

NOTIFICATION OF CHANGES. The Entity shall notify Financial Institution in writing at its address shown above in advance of any changes which would affect the validity of any matter certified in this Resolution.

REVOCATION AND MODIFICATION. An act ("Act") to modify, terminate, amend or replace this Resolution will not immediately affect the ability of the Financial Institution to rely upon this Resolution. The Act shall not affect any action by the Financial Institution in reliance on this Resolution before the date the Act becomes effective as set forth in the next sentence. An Act will not become effective until all of the following occur: (a) Financial Institution receives written notification of the Act in a form and substance satisfactory to the Financial Institution and (b) the Financial Institution has had a reasonable period of time to act upon such notification. Until the Act is effective, this Resolution shall remain in full force and bind the Entity, its legal representatives, heirs, successors and assigns.



DESIGNATION OF AUTHORIZED SIGNERS

| NAME/TITLE | SIGNATURE | AUTHORITY CODE/LIMITATIONS |
|---|---|---|
| DAVID P ARRANT POLICE CHIEF | | Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees |
| JASON J BURRELL TOWN MANAGER | | Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees |
| KATHERYN KIRK FOUCHE COMMISSIONER | | Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees |
| TIMOTHY R HELMS MAYOR |  | Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees |
| ANGELA M MURPHY TOWN CLERK | | Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees |

By signing this Resolution, I acknowledge reading, understanding, and agreeing to all of its provisions and certify, personally and on behalf of the Entity, that all statements made in this Resolution are true and correct.

ANGELA M MURPHY
Certifier

Date





GOVERNMENTAL ENTITY NAME AND ADDRESS

TOWN OF MONTREAT
POWELL ACCOUNT
96 RAINBOW TER
BLACK MOUNTAIN, NC 28711

This Resolution supersedes all previous Resolutions, effective April 13, 2022.

| DATE OF RESOLUTION | ACCOUNT NUMBER | Tax Identification Number |
|--------------------|----------------|---------------------------|
| May 1, 2018 | DD-34513572 | XX-XXX9173 |

By signing below, I certify to FIRST BANK ("Financial Institution") that: I am the Certifier of the above named Governmental Entity ("Entity"), validly chartered and operating under the laws of the State of North Carolina; the following is a true and complete copy of the Resolution, properly adopted at a duly called open legal meeting of the officers of the Entity held on March 10, 2022 in accordance with the charter of the Entity, if any; this Resolution is contained in the minutes of that meeting and that such Resolution is still in force and effect and has not been amended or rescinded, and was and still is in accordance with the charter of the Entity, if any; the Financial Institution has been provided a true and complete copy of the charter of the Entity, if any, as in effect as of the date of this Resolution; provided below are the correct names, titles, and genuine signatures of the persons authorized to exercise the powers provided in the Resolution ("Authorized Signers"); and the Financial Institution may rely upon my certification as to my authority to execute this Resolution and to make the representations in this Resolution.

IT IS RESOLVED:

The Authorized Signers shall possess the powers indicated as contained in this Resolution.

DEPOSITORY ACCOUNT. Perform the following activities in regards to the depository account(s) indicated above in the name of the Entity, subject to any terms and conditions governing the account(s), including:

- **Account Opening and Maintenance.** Open and maintain the Entity account(s).
Number of signers required: 01
- **Make Deposits.** Make deposits to the Entity account(s).
Number of signers required: 01
- **Endorsements.** Endorse for negotiation, negotiate, and receive the proceeds of any negotiable instrument, check, draft, or order for the payment of money payable to or belonging to the Entity, by writing, stamp, or other means permitted by this Resolution without the designation of the person endorsing.
Number of signers required: 01
- **Make withdrawals.** Make withdrawals from the Entity account(s) in any manner permitted by the account(s) regardless whether such action will create or increase an overdraft of the involved account.
Number of signers required: 01
- **Transfer Funds.** Transfer funds from the Entity account(s) in Financial Institution to any account whether or not held at this Financial Institution and whether or not held by this Entity and execute any agreements related to such transfers.
Number of signers required: 01
- **Approve, Endorse, Guarantee and Identify Payees.** Approve, endorse, guarantee, and identify the endorsement of any payee or any endorser of any negotiable instrument, check, draft, or order for the payment of money whether drawn by the Entity or anyone else and guarantee the payment of any negotiable instrument, check, draft, or order for the payment of money.
Number of signers required: 01

IT IS FURTHER RESOLVED THAT:

DESIGNATED DEPOSITORY. Financial Institution is designated as a depository for the funds of the Entity and to provide other financial accommodations indicated in this Resolution.

AUTHORIZED SIGNER'S POWERS. Authorized Signers who have Account Opening and Maintenance authority are authorized to make any and all other contracts, agreements, stipulations, and orders which the Authorized Signers may deem advisable for the effective exercise of their powers.

SIGNATURES. The Financial Institution shall be indemnified and held harmless by the Entity for any claims, expenses, damages, or attorney fees resulting from the honoring of any signature, authorized by this Resolution, or refusing to honor any signature not so authorized, regardless of whether or not such signature was genuine, if such signature reasonably resembles the specimen provided to the



Financial Institution. The Financial Institution shall also be permitted to rely upon non-signature security and verification codes which it provides to or receives from an Authorized Signer and shall be indemnified and held harmless by the Entity for any claims, expenses, damages, or attorney fees resulting from their use.

IMPROPER ENDORSEMENT. Any negotiable instrument, check, draft, or order for the payment of moneys not clearly endorsed by an Authorized Signer may be returned to the Entity by the Financial Institution. The Financial Institution, in its sole discretion, alternatively may endorse on behalf of the Entity any negotiable instrument, check, draft, or order for the payment of money not clearly endorsed in order to facilitate collection. Financial Institution shall have no liability for any delay in the presentment or return of any negotiable instrument, check, draft, or order for the payment of money which is not properly endorsed.

DISPOSITION OF FUNDS. When withdrawal or transfer powers are granted to an Authorized Signer, the Financial Institution is directed and authorized to act upon and honor withdrawal or transfer instructions issued and to honor, pay, transfer from, and charge to any depository account(s) of the Corporation , all negotiable instruments, checks, drafts, or orders for the payment of money so drawn when signed consistent with the Resolution without inquiring as to the disposition of the proceeds or the circumstances surrounding the issuance of the negotiable instrument, check, or order for the payment of money involved, whether such negotiable instruments, checks, drafts, or orders for the payment of money are payable to the order of, or endorsed or negotiated by any Authorized Signer signing them or any Authorized Signer in their individual capacities or not, and whether they are deposited to the individual credit of or tendered in payment of the individual obligation or account of any Authorized Signer signing them or of any other Authorized Signer.

PRIOR ENDORSEMENTS. All negotiable instruments, checks, drafts, or orders for the payment of money deposited with prior endorsements are guaranteed by the Entity.

PRE-RESOLUTION TRANSACTIONS. All actions by Authorized Signers in accordance with this Resolution but before the adoption of this Resolution are approved, ratified, adopted, and confirmed by the Entity.

WARRANTY. That the Financial Institution may rely upon the certification as to the Entity authority to execute this Resolution and make the representations in this Resolution.

NOTIFICATION OF CHANGES. The Entity shall notify Financial Institution in writing at its address shown above in advance of any changes which would affect the validity of any matter certified in this Resolution.

REVOCAION AND MODIFICATION. An act ("Act") to modify, terminate, amend or replace this Resolution will not immediately affect the ability of the Financial Institution to rely upon this Resolution. The Act shall not affect any action by the Financial Institution in reliance on this Resolution before the date the Act becomes effective as set forth in the next sentence. An Act will not become effective until all of the following occur: (a) Financial Institution receives written notification of the Act in a form and substance satisfactory to the Financial Institution and (b) the Financial Institution has had a reasonable period of time to act upon such notification. Until the Act is effective, this Resolution shall remain in full force and bind the Entity, its legal representatives, heirs, successors and assigns.





GOVERNMENTAL ENTITY NAME AND ADDRESS

TOWN OF MONTREAT
CENTRAL DEPOSITORY ACCOUNT
96 RAINBOW TER
BLACK MOUNTAIN, NC 28711

This Resolution supersedes all previous Resolutions, effective April 13, 2022.

| DATE OF RESOLUTION | ACCOUNT NUMBER | Tax Identification Number |
|--------------------|----------------|---------------------------|
| May 1, 2018 | DD 70196863 | XX-XXX9173 |

By signing below, I certify to FIRST BANK ("Financial Institution") that: I am the Certifier of the above named Governmental Entity ("Entity"), validly chartered and operating under the laws of the State of North Carolina; the following is a true and complete copy of the Resolution, properly adopted at a duly called open legal meeting of the officers of the Entity held on March 10, 2022 in accordance with the charter of the Entity, if any; this Resolution is contained in the minutes of that meeting and that such Resolution is still in force and effect and has not been amended or rescinded, and was and still is in accordance with the charter of the Entity, if any; the Financial Institution has been provided a true and complete copy of the charter of the Entity, if any, as in effect as of the date of this Resolution; provided below are the correct names, titles, and genuine signatures of the persons authorized to exercise the powers provided in the Resolution ("Authorized Signers"); and the Financial Institution may rely upon my certification as to my authority to execute this Resolution and to make the representations in this Resolution.

IT IS RESOLVED:

The Authorized Signers shall possess the powers indicated as contained in this Resolution.

DEPOSITORY ACCOUNT. Perform the following activities in regards to the depository account(s) indicated above in the name of the Entity, subject to any terms and conditions governing the account(s), including:

- **Account Opening and Maintenance.** Open and maintain the Entity account(s).
Number of signers required: 01
- **Make Deposits.** Make deposits to the Entity account(s).
Number of signers required: 01
- **Endorsements.** Endorse for negotiation, negotiate, and receive the proceeds of any negotiable instrument, check, draft, or order for the payment of money payable to or belonging to the Entity, by writing, stamp, or other means permitted by this Resolution without the designation of the person endorsing.
Number of signers required: 01
- **Make withdrawals.** Make withdrawals from the Entity account(s) in any manner permitted by the account(s) regardless whether such action will create or increase an overdraft of the involved account.
Number of signers required: 01
- **Transfer Funds.** Transfer funds from the Entity account(s) in Financial Institution to any account whether or not held at this Financial Institution and whether or not held by this Entity and execute any agreements related to such transfers.
Number of signers required: 01
- **Approve, Endorse, Guarantee and Identify Payees.** Approve, endorse, guarantee, and identify the endorsement of any payee or any endorser of any negotiable instrument, check, draft, or order for the payment of money whether drawn by the Entity or anyone else and guarantee the payment of any negotiable instrument, check, draft, or order for the payment of money.
Number of signers required: 01

IT IS FURTHER RESOLVED THAT:

DESIGNATED DEPOSITORY. Financial Institution is designated as a depository for the funds of the Entity and to provide other financial accommodations indicated in this Resolution.

AUTHORIZED SIGNER'S POWERS. Authorized Signers who have Account Opening and Maintenance authority are authorized to make any and all other contracts, agreements, stipulations, and orders which the Authorized Signers may deem advisable for the effective exercise of their powers.

SIGNATURES. The Financial Institution shall be indemnified and held harmless by the Entity for any claims, expenses, damages, or attorney fees resulting from the honoring of any signature, authorized by this Resolution, or refusing to honor any signature not so authorized, regardless of whether or not such signature was genuine, if such signature reasonably resembles the specimen provided to the



Financial Institution. The Financial Institution shall also be permitted to rely upon non-signature security and verification codes which it provides to or receives from an Authorized Signer and shall be indemnified and held harmless by the Entity for any claims, expenses, damages, or attorney fees resulting from their use.

IMPROPER ENDORSEMENT. Any negotiable instrument, check, draft, or order for the payment of moneys not clearly endorsed by an Authorized Signer may be returned to the Entity by the Financial Institution. The Financial Institution, in its sole discretion, alternatively may endorse on behalf of the Entity any negotiable instrument, check, draft, or order for the payment of money not clearly endorsed in order to facilitate collection. Financial Institution shall have no liability for any delay in the presentment or return of any negotiable instrument, check, draft, or order for the payment of money which is not properly endorsed.

DISPOSITION OF FUNDS. When withdrawal or transfer powers are granted to an Authorized Signer, the Financial Institution is directed and authorized to act upon and honor withdrawal or transfer instructions issued and to honor, pay, transfer from, and charge to any depository account(s) of the Corporation, all negotiable instruments, checks, drafts, or orders for the payment of money so drawn when signed consistent with the Resolution without inquiring as to the disposition of the proceeds or the circumstances surrounding the issuance of the negotiable instrument, check, or order for the payment of money involved, whether such negotiable instruments, checks, drafts, or orders for the payment of money are payable to the order of, or endorsed or negotiated by any Authorized Signer signing them or any Authorized Signer in their individual capacities or not, and whether they are deposited to the individual credit of or tendered in payment of the individual obligation or account of any Authorized Signer signing them or of any other Authorized Signer.

PRIOR ENDORSEMENTS. All negotiable instruments, checks, drafts, or orders for the payment of money deposited with prior endorsements are guaranteed by the Entity.

PRE-RESOLUTION TRANSACTIONS. All actions by Authorized Signers in accordance with this Resolution but before the adoption of this Resolution are approved, ratified, adopted, and confirmed by the Entity.

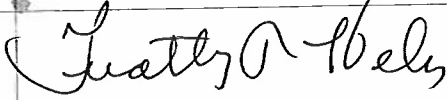
WARRANTY. That the Financial Institution may rely upon the certification as to the Entity authority to execute this Resolution and make the representations in this Resolution.

NOTIFICATION OF CHANGES. The Entity shall notify Financial Institution in writing at its address shown above in advance of any changes which would affect the validity of any matter certified in this Resolution.

REVOCAION AND MODIFICATION. An act ("Act") to modify, terminate, amend or replace this Resolution will not immediately affect the ability of the Financial Institution to rely upon this Resolution. The Act shall not affect any action by the Financial Institution in reliance on this Resolution before the date the Act becomes effective as set forth in the next sentence. An Act will not become effective until all of the following occur: (a) Financial Institution receives written notification of the Act in a form and substance satisfactory to the Financial Institution and (b) the Financial Institution has had a reasonable period of time to act upon such notification. Until the Act is effective, this Resolution shall remain in full force and bind the Entity, its legal representatives, heirs, successors and assigns.



DESIGNATION OF AUTHORIZED SIGNERS

| NAME/TITLE | SIGNATURE | AUTHORITY CODE/LIMITATIONS |
|---|---|---|
| DAVID P ARRANT POLICE CHIEF | | Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees |
| JASON J BURRELL TOWN MANAGER | | Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees |
| KATHERYN KIRK FOUCHE COMMISSIONER | | Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees |
| TIMOTHY R HELMS MAYOR |  | Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees |
| ANGELA M MURPHY TOWN CLERK | | Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees |

By signing this Resolution, I acknowledge reading, understanding, and agreeing to all of its provisions and certify, personally and on behalf of the Entity, that all statements made in this Resolution are true and correct.

ANGELA M MURPHY _____ Date
Certifier





GOVERNMENTAL ENTITY NAME AND ADDRESS

TOWN OF MONTREAT
CENTRAL CHECKING ACCOUNT
96 RAINBOW TER
BLACK MOUNTAIN, NC 28711

This Resolution supersedes all previous Resolutions, effective April 13, 2022.

| DATE OF RESOLUTION | ACCOUNT NUMBER | Tax Identification Number |
|--------------------|----------------|---------------------------|
| May 1, 2018 | DD 70302513 | XX-XXX9173 |

By signing below, I certify to FIRST BANK ("Financial Institution") that: I am the Certifier of the above named Governmental Entity ("Entity"), validly chartered and operating under the laws of the State of North Carolina; the following is a true and complete copy of the Resolution, properly adopted at a duly called open legal meeting of the officers of the Entity held on March 10, 2022 in accordance with the charter of the Entity, if any; this Resolution is contained in the minutes of that meeting and that such Resolution is still in force and effect and has not been amended or rescinded, and was and still is in accordance with the charter of the Entity, if any; the Financial Institution has been provided a true and complete copy of the charter of the Entity, if any, as in effect as of the date of this Resolution; provided below are the correct names, titles, and genuine signatures of the persons authorized to exercise the powers provided in the Resolution ("Authorized Signers"); and the Financial Institution may rely upon my certification as to my authority to execute this Resolution and to make the representations in this Resolution.

IT IS RESOLVED:

The Authorized Signers shall possess the powers indicated as contained in this Resolution.

DEPOSITORY ACCOUNT. Perform the following activities in regards to the depository account(s) indicated above in the name of the Entity, subject to any terms and conditions governing the account(s), including:

- **Account Opening and Maintenance.** Open and maintain the Entity account(s).
Number of signers required: 01
- **Make Deposits.** Make deposits to the Entity account(s).
Number of signers required: 01
- **Endorsements.** Endorse for negotiation, negotiate, and receive the proceeds of any negotiable instrument, check, draft, or order for the payment of money payable to or belonging to the Entity, by writing, stamp, or other means permitted by this Resolution without the designation of the person endorsing.
Number of signers required: 01
- **Make withdrawals.** Make withdrawals from the Entity account(s) in any manner permitted by the account(s) regardless whether such action will create or increase an overdraft of the involved account.
Number of signers required: 01
- **Transfer Funds.** Transfer funds from the Entity account(s) in Financial Institution to any account whether or not held at this Financial Institution and whether or not held by this Entity and execute any agreements related to such transfers.
Number of signers required: 01
- **Approve, Endorse, Guarantee and Identify Payees.** Approve, endorse, guarantee, and identify the endorsement of any payee or any endorser of any negotiable instrument, check, draft, or order for the payment of money whether drawn by the Entity or anyone else and guarantee the payment of any negotiable instrument, check, draft, or order for the payment of money.
Number of signers required: 01

IT IS FURTHER RESOLVED THAT:

DESIGNATED DEPOSITORY. Financial Institution is designated as a depository for the funds of the Entity and to provide other financial accommodations indicated in this Resolution.

AUTHORIZED SIGNER'S POWERS. Authorized Signers who have Account Opening and Maintenance authority are authorized to make any and all other contracts, agreements, stipulations, and orders which the Authorized Signers may deem advisable for the effective exercise of their powers.

SIGNATURES. The Financial Institution shall be indemnified and held harmless by the Entity for any claims, expenses, damages, or attorney fees resulting from the honoring of any signature, authorized by this Resolution, or refusing to honor any signature not so authorized, regardless of whether or not such signature was genuine, if such signature reasonably resembles the specimen provided to the



Financial Institution. The Financial Institution shall also be permitted to rely upon non-signature security and verification codes which it provides to or receives from an Authorized Signer and shall be indemnified and held harmless by the Entity for any claims, expenses, damages, or attorney fees resulting from their use.

IMPROPER ENDORSEMENT. Any negotiable instrument, check, draft, or order for the payment of moneys not clearly endorsed by an Authorized Signer may be returned to the Entity by the Financial Institution. The Financial Institution, in its sole discretion, alternatively may endorse on behalf of the Entity any negotiable instrument, check, draft, or order for the payment of money not clearly endorsed in order to facilitate collection. Financial Institution shall have no liability for any delay in the presentment or return of any negotiable instrument, check, draft, or order for the payment of money which is not properly endorsed.

DISPOSITION OF FUNDS. When withdrawal or transfer powers are granted to an Authorized Signer, the Financial Institution is directed and authorized to act upon and honor withdrawal or transfer instructions issued and to honor, pay, transfer from, and charge to any depository account(s) of the Corporation, all negotiable instruments, checks, drafts, or orders for the payment of money so drawn when signed consistent with the Resolution without inquiring as to the disposition of the proceeds or the circumstances surrounding the issuance of the negotiable instrument, check, or order for the payment of money involved, whether such negotiable instruments, checks, drafts, or orders for the payment of money are payable to the order of, or endorsed or negotiated by any Authorized Signer signing them or any Authorized Signer in their individual capacities or not, and whether they are deposited to the individual credit of or tendered in payment of the individual obligation or account of any Authorized Signer signing them or of any other Authorized Signer.

PRIOR ENDORSEMENTS. All negotiable instruments, checks, drafts, or orders for the payment of money deposited with prior endorsements are guaranteed by the Entity.

PRE-RESOLUTION TRANSACTIONS. All actions by Authorized Signers in accordance with this Resolution but before the adoption of this Resolution are approved, ratified, adopted, and confirmed by the Entity.

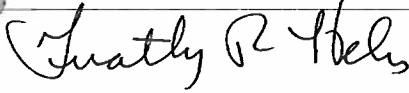
WARRANTY. That the Financial Institution may rely upon the certification as to the Entity authority to execute this Resolution and make the representations in this Resolution.

NOTIFICATION OF CHANGES. The Entity shall notify Financial Institution in writing at its address shown above in advance of any changes which would affect the validity of any matter certified in this Resolution.

REVOCATION AND MODIFICATION. An act ("Act") to modify, terminate, amend or replace this Resolution will not immediately affect the ability of the Financial Institution to rely upon this Resolution. The Act shall not affect any action by the Financial Institution in reliance on this Resolution before the date the Act becomes effective as set forth in the next sentence. An Act will not become effective until all of the following occur: (a) Financial Institution receives written notification of the Act in a form and substance satisfactory to the Financial Institution and (b) the Financial Institution has had a reasonable period of time to act upon such notification. Until the Act is effective, this Resolution shall remain in full force and bind the Entity, its legal representatives, heirs, successors and assigns.



DESIGNATION OF AUTHORIZED SIGNERS

| NAME/TITLE | SIGNATURE | AUTHORITY CODE/LIMITATIONS |
|---|---|---|
| DAVID P ARRANT POLICE CHIEF | | Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees |
| JASON J BURRELL TOWN MANAGER | | Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees |
| KATHERYN KIRK FOUCHE COMMISSIONER | | Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees |
| TIMOTHY R HELMS MAYOR |  | Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees |
| ANGELA M MURPHY TOWN CLERK | | Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees |

By signing this Resolution, I acknowledge reading, understanding, and agreeing to all of its provisions and certify, personally and on behalf of the Entity, that all statements made in this Resolution are true and correct.

ANGELA M MURPHY _____ Date
 Certifier





GOVERNMENTAL ENTITY NAME AND ADDRESS

TOWN OF MONTREAT
ARPA
96 RAINBOW TER
BLACK MOUNTAIN, NC 28711

This Resolution supersedes all previous Resolutions, effective April 13, 2022.

| DATE OF RESOLUTION | ACCOUNT NUMBER | Tax Identification Number |
|--------------------|----------------|---------------------------|
| May 1, 2018 | DD 2061002587 | XX-XXX9175 |

By signing below, I certify to FIRST BANK ("Financial Institution") that: I am the Certifier of the above named Governmental Entity ("Entity"), validly chartered and operating under the laws of the State of North Carolina; the following is a true and complete copy of the Resolution, properly adopted at a duly called open legal meeting of the officers of the Entity held on March 10, 2022 in accordance with the charter of the Entity, if any; this Resolution is contained in the minutes of that meeting and that such Resolution is still in force and effect and has not been amended or rescinded, and was and still is in accordance with the charter of the Entity, if any; the Financial Institution has been provided a true and complete copy of the charter of the Entity, if any, as in effect as of the date of this Resolution; provided below are the correct names, titles, and genuine signatures of the persons authorized to exercise the powers provided in the Resolution ("Authorized Signers"); and the Financial Institution may rely upon my certification as to my authority to execute this Resolution and to make the representations in this Resolution.

IT IS RESOLVED:

The Authorized Signers shall possess the powers indicated as contained in this Resolution.

DEPOSITORY ACCOUNT. Perform the following activities in regards to the depository account(s) indicated above in the name of the Entity, subject to any terms and conditions governing the account(s), including:

- **Account Opening and Maintenance.** Open and maintain the Entity account(s).
Number of signers required: 01
- **Make Deposits.** Make deposits to the Entity account(s).
Number of signers required: 01
- **Endorsements.** Endorse for negotiation, negotiate, and receive the proceeds of any negotiable instrument, check, draft, or order for the payment of money payable to or belonging to the Entity, by writing, stamp, or other means permitted by this Resolution without the designation of the person endorsing.
Number of signers required: 01
- **Make withdrawals.** Make withdrawals from the Entity account(s) in any manner permitted by the account(s) regardless whether such action will create or increase an overdraft of the involved account.
Number of signers required: 01
- **Transfer Funds.** Transfer funds from the Entity account(s) in Financial Institution to any account whether or not held at this Financial Institution and whether or not held by this Entity and execute any agreements related to such transfers.
Number of signers required: 01
- **Approve, Endorse, Guarantee and Identify Payees.** Approve, endorse, guarantee, and identify the endorsement of any payee or any endorser of any negotiable instrument, check, draft, or order for the payment of money whether drawn by the Entity or anyone else and guarantee the payment of any negotiable instrument, check, draft, or order for the payment of money.
Number of signers required: 01

IT IS FURTHER RESOLVED THAT:

DESIGNATED DEPOSITORY. Financial Institution is designated as a depository for the funds of the Entity and to provide other financial accommodations indicated in this Resolution.

AUTHORIZED SIGNER'S POWERS. Authorized Signers who have Account Opening and Maintenance authority are authorized to make any and all other contracts, agreements, stipulations, and orders which the Authorized Signers may deem advisable for the effective exercise of their powers.

SIGNATURES. The Financial Institution shall be indemnified and held harmless by the Entity for any claims, expenses, damages, or attorney fees resulting from the honoring of any signature, authorized by this Resolution, or refusing to honor any signature not so authorized, regardless of whether or not such signature was genuine, if such signature reasonably resembles the specimen provided to the



Financial Institution. The Financial Institution shall also be permitted to rely upon non-signature security and verification codes which it provides to or receives from an Authorized Signer and shall be indemnified and held harmless by the Entity for any claims, expenses, damages, or attorney fees resulting from their use.

IMPROPER ENDORSEMENT. Any negotiable instrument, check, draft, or order for the payment of moneys not clearly endorsed by an Authorized Signer may be returned to the Entity by the Financial Institution. The Financial Institution, in its sole discretion, alternatively may endorse on behalf of the Entity any negotiable instrument, check, draft, or order for the payment of money not clearly endorsed in order to facilitate collection. Financial Institution shall have no liability for any delay in the presentment or return of any negotiable instrument, check, draft, or order for the payment of money which is not properly endorsed.

DISPOSITION OF FUNDS. When withdrawal or transfer powers are granted to an Authorized Signer, the Financial Institution is directed and authorized to act upon and honor withdrawal or transfer instructions issued and to honor, pay, transfer from, and charge to any depository account(s) of the Corporation, all negotiable instruments, checks, drafts, or orders for the payment of money so drawn when signed consistent with the Resolution without inquiring as to the disposition of the proceeds or the circumstances surrounding the issuance of the negotiable instrument, check, or order for the payment of money involved, whether such negotiable instruments, checks, drafts, or orders for the payment of money are payable to the order of, or endorsed or negotiated by any Authorized Signer signing them or any Authorized Signer in their individual capacities or not, and whether they are deposited to the individual credit of or tendered in payment of the individual obligation or account of any Authorized Signer signing them or of any other Authorized Signer.

PRIOR ENDORSEMENTS. All negotiable instruments, checks, drafts, or orders for the payment of money deposited with prior endorsements are guaranteed by the Entity.

PRE-RESOLUTION TRANSACTIONS. All actions by Authorized Signers in accordance with this Resolution but before the adoption of this Resolution are approved, ratified, adopted, and confirmed by the Entity.

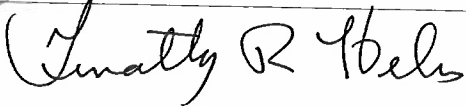
WARRANTY. That the Financial Institution may rely upon the certification as to the Entity authority to execute this Resolution and make the representations in this Resolution.

NOTIFICATION OF CHANGES. The Entity shall notify Financial Institution in writing at its address shown above in advance of any changes which would affect the validity of any matter certified in this Resolution.

REVOCATION AND MODIFICATION. An act ("Act") to modify, terminate, amend or replace this Resolution will not immediately affect the ability of the Financial Institution to rely upon this Resolution. The Act shall not affect any action by the Financial Institution in reliance on this Resolution before the date the Act becomes effective as set forth in the next sentence. An Act will not become effective until all of the following occur: (a) Financial Institution receives written notification of the Act in a form and substance satisfactory to the Financial Institution and (b) the Financial Institution has had a reasonable period of time to act upon such notification. Until the Act is effective, this Resolution shall remain in full force and bind the Entity, its legal representatives, heirs, successors and assigns.



DESIGNATION OF AUTHORIZED SIGNERS

| NAME/TITLE | SIGNATURE | AUTHORITY CODE/LIMITATIONS |
|---|---|---|
| DAVID P ARRANT POLICE CHIEF | | Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees |
| JASON J BURRELL TOWN MANAGER | | Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees |
| KATHERYN KIRK FOUCHE COMMISSIONER | | Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees |
| TIMOTHY R HELMS MAYOR |  | Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees |
| ANGELA M MURPHY TOWN CLERK | | Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees |

By signing this Resolution, I acknowledge reading, understanding, and agreeing to all of its provisions and certify, personally and on behalf of the Entity, that all statements made in this Resolution are true and correct.

ANGELA M MURPHY
Certifier

Date

