

**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 Nominations to appoint a Regular Member to Board of Adjustment

B. Consideration of Nominations to appoint a Regular Member to Landcare

C. Consideration of Nominations to appoint a Regular Member to Audit Committee

D. Consideration of Nominations to appoint a Regular Member to Open Space Conservation Committee

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 24-25
- 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 26
- 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 page 27

- **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: Paving Construction Contract

- **Presenter: Barry Creasman**
- **See Agenda Materials on pages 28 -35**
- **Suggested Motion: Move to approve/deny a Pavement Construction Contract with C & T Paving in the amount of \$145,341.00 for Oklahoma Phase 1 Pavement, Milling and Curbing and authorize the signing of the contract by the Town Manager or Mayor Pro Tem**

I. Consideration of Paving Projects: Paving Construction Contract

- **Presenter: Barry Creasman**
- **See Agenda Materials on pages 36-43**
- **Suggested Motion: Move to approve/deny a Pavement Construction Contract with C & T Paving in the amount of \$51,566.00 for Oklahoma Phase 2 Pavement and Curbing and authorize the signing of the contract by the Town Manager or Mayor Pro Tem**

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

- **Presenter: Angie Murphy**
- **See Agenda Materials on pages 44 - 61**
- **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**

K. Information: List of Approved Bear-Resistant Container Enclosures

- **Presenter: Mayor Pro Tem Mason Blake**
- **See Agenda Materials on page 62**

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
- Bridge Aesthetics Committee Meeting, Tuesday May 2nd at 3:00 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 Fouché
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 Fouché 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 Fouché 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 Fouché 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 Fouché 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

March , 2023

Monthly Statistics	2022	2023
Mileage	2,139	2,915
Dispatched Calls	29	24
Officer-Initiated Calls	473	685
Fire Assistance Calls	0	4
EMS Assistance Calls	5	2
Motorist/Other Assistance Calls	29	21
Traffic Stops	22	29
Parking Issues	0	7
Burglar Alarm Responses	0	0
Fire Alarm Responses	0	0
Residential/Building Checks	427	525
Ordinance Violations	1	7
Law Enforcement Agency Assistance Calls	25	10
Animal Control Calls	0	1
Larcenies	0	0
Breaking & Entering Calls	1	0
Suspicious Person Investigations	2	3
Suspicious Vehicle Investigations	5	6
Disturbance Calls	5	11
Accident Responses	1	2
Auxiliary Hours Worked (Regular)	16	8
Auxiliary Hours Worked (Addittional)	48	0
Truck Turns at Gate	17	5
MPD Fuel Cost	\$ -	\$0.00
Professional Development Hours	0	8
Town Service	480	693
MRA Service	272	269
College Service	5	6

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

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
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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 Budget	YTD Projected Budget Percentage	YTD Collected	YTD Actual Percentage	Difference
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 Budget	YTD Projected Budget Percentage	YTD Exp	YTD Actual Percentage	Difference
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 Budget	YTD Projected Budget Percentage	YTD Exp	YTD Actual Percentage	Difference
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
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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%

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 QE 9/30/22	13.16%							21,931.85	23,145.95	5.25%
Wine/Beer (Annual-May)				Wine/Beer (Annual-May)												

NOTES:

AdVal Tax is received the month after the tax is collected

RMV Tax is received two months after the tax is collected

Sales Tax is received three months after the tax is collected

Per mit Nu mb er	Date	Name	Property Address	Permit Type	Project	Zoni ng Appr oval	Cost	PIN	CONTRACTORS	Fee Am oun t
587 8	3/3/2 023	Samuel Cook	224 Tennessee Rd	building	resid remodel	no	\$ 26,000		Peak Elect/EZ Plumbing	\$77 2
587 9	3/13/ 2023	Vanessa Dameron	411 W Virginia Terr	elec	service change	no			Brian Hensley Electric	\$ 100
588 0	3/13/ 2023	David Buhler	201 Alabama Terr	mech/el ect	heatpump	no			Morris Heating & Cooling	\$ 100
588 1	3/14/ 2023	Heath Phillips	102 Westminster Terr	mech/el ect	minisplits	no			Gentry Heating & Cooling	\$ 200
588 2	3/14/ 2023	Heavenfell LLC	137 Mississippi Rd	building	resid repairs	no	\$ 310,071		Semper Fi Custom Remodel	\$ 2,33 0
588 3	3/21/ 2023	Mark Boyd	320 Chapman Rd	mech/el ect	heat pump	no			Bullman Heating & Air	\$ 100
588 4	3/27/ 2023	Annie Hodgkin	339 Missouri Rd	building	resid remodel	no	\$ 47,354		Semper Fi Custom Remodel	\$ 734
588 5	3/29/ 2023	Scott Kennington	414 SC Terrace	plumb	water line repl	no			Moody Plumbing	\$ 100
588 6	3/30/ 2023	Ann & Charles Raynal	531 Magill Dr	Demo	total demolition	no			Sineath Constructio	\$ 100



TOWN OF MONTREAT

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

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

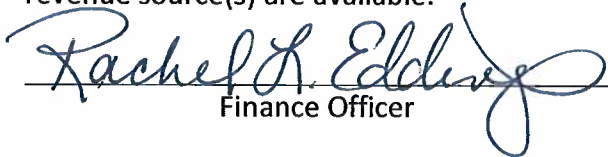
Purpose: Budgeted Street Paving

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.
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. **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

1. **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.

2. **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.
3. **Residential Preparation:** 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. If we need to re-schedule due to unforeseen conditions, you are required to let all service providers know about the change.
4. **Barricaded Driveway:** 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.
5. **Driving on Surface:** Once you start driving on paved/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 paved/sealed asphalt surface, scuffing and turn marks will be evident, ***no worries in time they will blend in with surrounding surface.***

Pavement Repair | Owner Responsibility & Conditions

1. **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.
2. **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.
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.
4. **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.
5. **Driving on Surface:** Once you start driving on paved/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 paved/sealed asphalt surface, scuffing and turn marks will be evident, ***no worries, in time they will blend in with surrounding surface.***

Line Striping & ADA 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 (\$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

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.
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. **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

1. **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.

2. **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.
3. **Residential Preparation:** 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. If we need to re-schedule due to unforeseen conditions, you are required to let all service providers know about the change.
4. **Barricaded Driveway:** 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.
5. **Driving on Surface:** Once you start driving on paved/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 paved/sealed asphalt surface, scuffing and turn marks will be evident, ***no worries in time they will blend in with surrounding surface.***

Pavement Repair | Owner Responsibility & Conditions

1. **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.
2. **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.
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.
4. **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.
5. **Driving on Surface:** Once you start driving on paved/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 paved/sealed asphalt surface, scuffing and turn marks will be evident, ***no worries, in time they will blend in with surrounding surface.***

Line Striping & ADA 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 (\$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.

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.

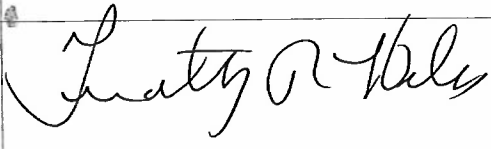
WARRANTY. That the Financial Institution may rely upon the certification as to the Entity authority to execute this Resolution and make the representations in this Resolution.

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.



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



RESOLUTION
GOVERNMENTAL ENTITY

FIRST BANK

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.

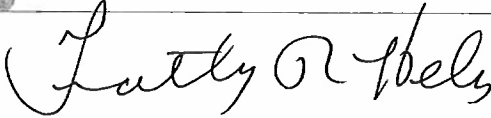
WARRANTY. That the Financial Institution may rely upon the certification as to the Entity authority to execute this Resolution and make the representations in this Resolution.

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



RESOLUTION
GOVERNMENTAL ENTITY

FIRST BANK

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.

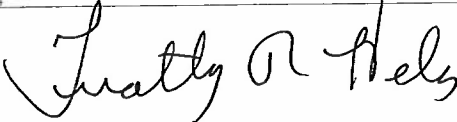
WARRANTY. That the Financial Institution may rely upon the certification as to the Entity authority to execute this Resolution and make the representations in this Resolution.

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.

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
JASON J BURRELL TOWN MANAGER		Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees
DAVID P ARANT POLICE CHIEF		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



RESOLUTION
GOVERNMENTAL ENTITY

FIRST BANK

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.

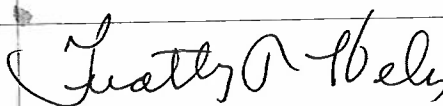
WARRANTY. That the Financial Institution may rely upon the certification as to the Entity authority to execute this Resolution and make the representations in this Resolution.

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.

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 ARARRANT 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



RESOLUTION
GOVERNMENTAL ENTITY

FIRST BANK

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 70302519	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.

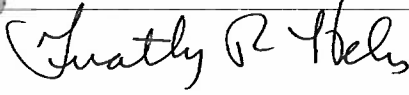
WARRANTY. That the Financial Institution may rely upon the certification as to the Entity authority to execute this Resolution and make the representations in this Resolution.

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



RESOLUTION
GOVERNMENTAL ENTITY

FIRST BANK

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-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.

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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.

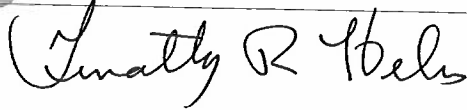
WARRANTY. That the Financial Institution may rely upon the certification as to the Entity authority to execute this Resolution and make the representations in this Resolution.

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



Town of Montreat List of
Approved Bear-Resistant Container Enclosures

Residential container enclosures shown on the Bearwise web site (www.bearwise.org), including:

1. Bearguard metal trashcan enclosure – internal key with lock.
2. Haul-All Equipment, Inc. metal trashcan enclosure with automatic latching door.
3. Smokey Metal Woods wire mesh metal trashcan enclosure with clip or lock on door.

The following additional commercially available container enclosures have been approved by town staff:

None approved to date.

Additional enclosures approved or which may be approved by town staff:

1. The town has approved enclosures constructed in accordance with the design and plans shown on the Bearwise web site (www.bearwise.org) for a “Bear Resistant Garbage Can Caddy”.
2. Residents may submit an enclosure they propose to purchase or construct to town staff for its approval on a case-by-case basis as bear-resistant. The town staff may refuse to approve any proposed enclosure if adequate independent proof of bear-resistance is not furnished.

It is strongly recommended that all container enclosures be securely mounted to a concrete pad. Any metal containers not securely mounted to a concrete pad must be secured with a chain (up to 1/4”) or cable to a tree or other secure post.

NOTE: Additional and separate approval from the Town is required to locate containers or enclosures in Town right-of-way.