

Town of Montreat
Board of Commissioners Meeting – Public Forum
July 10, 2025 – 5:30 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
July 10, 2025 – 6:00 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

- June 12th Public Forum Meeting Minutes
- June 12th Town Council Meeting Minutes

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

V. Town Manager’s Communications

- Consent Agenda Review
- Other Items

VI. Administrative Reports

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

VII. Public Comment

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

VIII. Old Business

IX. New Business

A. FEMA Overview & Update Presentation

- **Presenter: Michelle Faison**

B. Acceptance of Round 2 Cash Flow Loan

- **Presenter: Savannah Parrish**
- **See Agenda Materials on pages 25-34**
- **Suggested Motion: Approve/deny Contract for acceptance of Round 2 Cash Flow Loan in the amount of \$79,654.91**

C. Paving Proposal

- **Presenter: Savannah Parrish and/or Barry Creasman**
- **See Agenda Materials on pages 35-42**
- **Suggested Motion: Approve/deny the paving proposal from C&T Paving**

D. Budget Amendment #1

- **Presenter: Savannah Parrish and/or Rachel Eddings**
- **See Agenda Materials on page 43**
- **Suggested Motion: Move to approve/deny Budget Amendment #1 to appropriate Powell Bill Funds**

E. Nomination and Appointment of Tree Board Member

- **Presenter: Savannah Parrish**
- **See Agenda Materials on page 44**
- **Suggested Motion: Move to nominate and then appoint _____ to serve an unexpired term on Tree Board which expires January 31, 2028**

F. Zoning Administrator Contract

- **Presenter: Savannah Parrish**
- **See Agenda Materials on pages Pending**
- **Suggested Motion: Move to approve Zoning Administrator Contract.**

X. Public Comment

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

XI. Commissioner Communications

XII. Dates to Remember

- **Planning & Zoning Commission – Thursday, July 17th, 2025, at 10:30 a.m. in Town Hall with Zoom options**
- **Board of Adjustment – Thursday, July 24th, 2025, at 5:00 p.m. in Town Hall with Zoom options - TENTATIVE**
- **Landcare – Wednesday, August 6th, 2025, at 9:00 a.m. in Town Hall with Zoom options**
- **Tree Board - Tuesday, August 12th, 2025, at 9:00 a.m. in Town Hall with Zoom options**
- **August Town Council Meeting – Thursday, August 14th at 6:00 p.m. in Town Hall with Zoom options. The Public Forum will begin at 5:30 p.m.**
- **Board of Adjustment – Thursday, August 28th, 2025, at 5:00 p.m. in Town Hall with Zoom options - TENTATIVE**

XII. Adjournment

Board of Commissioners - Public Forum

June 12, 2025, 5:30 p.m.

Meeting Minutes

Board of Commissioners in Attendance:

Commissioner Mason Blake
Commissioner Jane Alexander
Commissioner Tom Widmer
Mayor Pro Tem Kitty Fouche
Commissioner Grant Dasher
Mayor Tim Helms

Board of Commissioner Absent

None

Town Staff in Attendance

Savannah Parrish, Town Manager
Angie Murphy, Town Clerk
Brandon Freeman, Town Attorney

Members of the Public in Attendance

Approximately 12 people

Call to Order

Welcome

Mayor Tim Helms called the meeting to order at 5:30 PM. He welcomed everyone and asked for a moment of silence before beginning the meeting.

Moment of Silence

A moment of silence was observed.

Agenda Adoption

Mayor Helms asked for a motion to approve the agenda as presented.

Motion: Mayor Pro Tem Kitty Fouche moved to approve the agenda as presented. Commissioner Jane Alexander seconded the motion.

The motion carried unanimously.

Public Comments

Elizabeth Hamilton, residing at 160 Maryland Place, took a moment to publicly recognize and commend the significant efforts made by volunteers who participated in treating hemlocks throughout the town. This initiative took place at the end of April and was carried out under the leadership of the Tree Board and the Hemlock

Restoration Initiative. Mrs. Hamilton acknowledged the coordinated effort which included collaboration with the town itself and extended her thanks to the numerous individuals who contributed to the success of the project.

She went on to specifically name the volunteers and donors who played crucial roles in making the project a possibility. These included Gill Campbell, Elizabeth Hamilton herself, Clay Hamilton, Coleman Legerton, Chip Legerton, Ashley Marrat, Allison Radigan, Mark Radigan, George Sawyer, Joe Standaert, Mary Standaert, Mary Hamilton, and Hugh Irwin. Furthermore, she expressed special gratitude to the donors whose financial support was vital for the project. These significant contributors were Joe and Mary Standaert, the Hamilton's, Kendra Reade, Shirley Mitchell, Perrin Wright, and Claire Hare.

The project involved the treatment of hemlocks located on the town's right-of-way, stretching from the gate up towards the field, which have been marked with paint for identification. Mrs. Hamilton emphasized the success of the project and articulated her aspiration to continue efforts in supporting the health of the local forest in the mountains. She expressed optimism that with continued support from volunteers and additional funding, they can sustain and expand their initiatives to ensure the health and longevity of the forest.

Mayor Helms thanked Mrs. Hamilton for the update and expressed appreciation for the continued treatment efforts.

Commissioner Mason Blake added that with Hamilton's leadership and Tree Board support, they hope to see these efforts continue annually.

Jean Norris of 192 Mississippi Road, treasurer for the Flat Creek Crossing project, provided an update on the project's status. She reported that funding from the Pigeon River Fund had been extended by a year, with work now anticipated to begin in the fall and the first phase of bank stabilization to be completed by the end of next spring. Ms. Norris noted they now have a contract for the accessible parks funding but are still short of about \$55,000 to finish all physical parts of the project. She explained they may apply for additional funding from the tourism board but face challenges with matching requirements and expanded project scope desires. Overall, Ms. Norris stated the project outlines are still in place but likely delayed by about a year due to storm impacts.

Tom Frist of 98 Frist Road requested an update on the Texas Road Pedestrian bridge and park project, asking why they can't start on the park before the bridge. He also inquired about the possibility of creating or allowing a swimming hole in the creek beside the Thielman house.

Commissioner Tom Widmer responded that the swimming hole by the Thielman house still exists and is used by kids, noting that Hurricane Helene had created several other swimming holes as well.

Mayor Helms added that building anything in the creek would require permission from the Corps of Engineers.

Town Manager Savannah Parrish provided an update on the Texas Road pedestrian bridge, explaining it is part of their FEMA damage inventory submission. She stated that once funds are obligated from FEMA, they will likely move forward with the existing contract for replacement, though there may be opportunities to revisit the design.

Regarding the park, Mayor Helms clarified there was never a formal plan, but rather discussions about creating something on the other side once the bridge is finished. He stated this idea is still alive, with interested parties like the Reeds and Brinkley Melvin's family.

Commissioner Blake added that Mr. Melvin has expressed readiness to commit money for the park, but noted they will need to raise funds as the town currently does not have public money available for it. He emphasized the need to finish the bridge before starting park construction.

Preliminary Discussion Regarding the Use of Golf Carts by the MRA

At the beginning of this discussion, Town Attorney Brandon Freeman introduced a proposed motion related to the use of golf carts for accessibility transportation during a series of upcoming events at the Mountain Retreat Association (MRA). This motion aims to authorize Town Manager Savannah Parrish to discuss the logistics with the MRA. Due to legal considerations, Mr. Freeman explained that it would be more appropriate to address the matter with an ordinance rather than just a motion. This change in approach was based on the legal

requirement that towns must have an ordinance in place to allow the operation of golf carts on public roads. Mr. Freeman shared his experience of quickly drafting an ordinance earlier that day for consideration.

The proposed ordinance included granting a limited and exclusive license for the use of golf carts. Mr. Freeman explained the ordinance's necessity, referencing Asheville's approach to similar cases, such as the pub cycle, and emphasizing that an ordinance would better protect the town from potential liabilities. The draft ordinance targeted a restricted timeframe and scope that was limited to specific roads and dates during the 2025 Worship and Music Conference.

Mr. Freeman informed the board that because the conference involved a large number of attendees, many of whom are elderly, the MRA was seeking a way to manage the transportation needs more effectively. The introduction of golf carts had been proposed as a solution to alleviate traffic and facilitate access across the MRA campus. There were assurances from MRA regarding the limited number of carts in use, a maximum of two at a time, along with a clear operational plan to ensure safety and minimize impact.

Mayor Helms recommended adjourning the Public Form until 6:00 p.m. in order to discuss the issue in a more formal manner.

Adjournment

Motion: Commissioner Mason Blake moved to adjourn the meeting. Mayor Pro Tem Kitty Fouche seconded the motion. The motion carried 5/0. The meeting was adjourned at 5:53 p.m.

Tim Helms, Mayor

Angie Murphy, Town Clerk

Board of Commissioners - Town Council

June 12, 2025, 6:00 p.m.

Meeting Minutes

Board of Commissioners in Attendance:

Mayor Tim Helms
Mayor Pro Tem Kitty Fouche
Commissioner Jane Alexander
Commissioner Mason Blake
Commissioner Grant Dasher
Commissioner Tom Widmer

Board of Commissioners Absent

None

Town Staff in Attendance

Angie Murphy, Town Clerk
Savannah Parrish, Town Manager
Brandon Freeman, Town Attorney
Justyn Whitson, Police Officer
Tim Bradley, Police Captain
Barry Creasman, Public Works Director
Kayla DiCristina, Zoning Administrator

Members of the Public in Attendance

Approximately 15 people

Call to Order

Mayor Tim Helms called the meeting to order at 6:00 PM. He led the group in a moment of silence before beginning the proceedings.

Agenda Adoption

Mayor Tim Helms called for a motion to approve the agenda as it was presented, mentioning that all attendees should have received the agenda via email and had an opportunity to review it. Mayor Helms advised that the verbiage in Item F needed to be switched from saying "motion" to saying "an ordinance up for adoption".

The agenda items were subsequently discussed. Mayor Pro Tem Kitty Fouche moved for the approval of the agenda, and Commissioner Mason Blake provided a second to the motion. The floor was opened for discussion, where some clarification was sought concerning the inclusion of the new item, particularly the change in wording of Item F.

Before proceeding to the vote, Mayor Helms confirmed that it was indeed Commissioner Blake who had seconded the motion to avoid any misunderstanding. Mayor Pro Tem Fouche restated the amended motion.

Mayor Helms requested a motion to approve the agenda as amended. Mayor Pro Tem Fouche moved to approve the agenda, and Commissioner Blake seconded the motion. The motion passed unanimously.

Mayor's Communications

Mayor Helms thanked the community for their tolerance and understanding regarding the ongoing detours. He reported that town crews had been working on Assembly Drive near the dam, describing it as possibly the most intense and toughest job the town crew had ever tackled. The mayor noted that the bank below the dam, which had been endangered, had been rebuilt. He advised residents to be patient with the mud for a couple of days due to rain and warned that this would likely not be the only major project in the coming years.

Consent Agenda

The consent agenda included the following items:

- May 2nd budget workshop meeting minutes
- May 8th public forum meeting minutes
- May 8th town council meeting minutes
- May 28th budget workshop meeting minutes

No discussion was held on the consent agenda items.

Town Manager's Communications

Town Manager Savannah Parrish made several announcements:

- She introduced Ethan Walls, a new intern starting on June 19th. Ethan is a student at UNC Chapel Hill and will be working on Tuesdays and Thursdays from 9 AM to 4 PM.
- Ms. Parrish announced that the zoning administrator, Kayla DiCristina, would be leaving the Land of Sky Regional Council and, by extension, the town of Montreat. Kayla's last day was set for June 30th.
- She reminded everyone that the town offices would be closed on Friday, July 4th, but encouraged attendance at the parade and other activities.
- A bulk pickup was scheduled for July 8th. Ms. Parrish advised residents not to put construction material or tires in their bulk pickup piles. She noted that unless there was a disposing of a mattress, there was no need to call town hall to schedule pickup.

Commissioner Widmer expressed appreciation for the use of AI in creating meeting minutes but pointed out that there were still issues with spelling of names and titles. He encouraged staff to proofread the minutes carefully to avoid embarrassment.

Administrative Reports

Administrative reports were received from various departments including administration, planning and zoning, public works and water, sanitation, streets, finance, the month of May building permits, and the police department.

Commissioner Widmer raised a question about water production, noting a 27% decrease in water production for the month compared to the previous year. He also pointed out that despite producing less water, the pumps had worked longer hours.

Barry Creasman, Public Works Director, acknowledged the discrepancy and committed to investigating the issue with Senior Water Operator Jared McIntosh. Mr. Creasman explained that the data comes directly from the wells and is reported to the state. Mr. Creasman suggested that pump wear might be a factor in the decreased production despite increased pump hours.

Town Manager Parrish added that an audit of the water system, including meters, was planned to ensure everything was functioning correctly.

Commissioner Blake inquired about a significant reduction in trash tonnage for May compared to the previous year. Mr. Creasman confirmed a noticeable drop in trash collection, suggesting there might be fewer people in town. He also noted increased usage of the convenience center.

Mayor Pro Tem Fouche raised a concern about bears accessing trash at the convenience center. Mr. Creasman acknowledged the issue, explaining that bears could still access the area despite precautions.

Public Comment

Alice Lentz of 115 Eastminster Terrace expressed her appreciation to the board for their dedicated service and leadership, reflecting positively on her own experiences of productive collaboration with the board in the past. She announced the forthcoming sale of Cottagers barbecue tickets, scheduled to commence on June 23rd and conclude on July 2nd, with sales hours from 9:00 AM to 12:00 PM at the post office, and additional availability at the Montreat store and the Red Radish. Ms. Lentz also commended the efforts of the barbecue committee, consisting of Gail Sawyer, George Sawyer, Whitney Cohen, Jeff Cohen, and Beth Fountain, who played key roles in facilitating ticket sales. She encouraged the public to look out for the banner at the post office and purchase their tickets accordingly.

Old Business

There was no old business to discuss.

New Business

TA-2025-01 Text Amendment Public Hearing

Kayla DiCristina, Zoning Administrator, presented text amendment TA-2025-01, an amendment to the town's stormwater ordinance. She explained that this amendment originated from a Board of Commissioners meeting in March, where the Planning and Zoning Commission was directed to prepare an amendment considering the addition of variances to the town stormwater ordinance.

Ms. DiCristina noted that out of all jurisdictions in Buncombe County, Montreat and Biltmore Forest were the only two that didn't allow variances to the stormwater ordinance.

Mayor Helms opened the floor for public comments on the text amendment. No public comments were made.

Motion to close the public hearing. Motion by: Mayor Pro Tem Fouche Secoded by: Commissioner Alexander. The motion carried 5/0.

TA-2025-01 Adoption Ordinance

Following the public hearing, the board moved to discuss the adoption of ordinance TA-2025-01.

Commissioner Mason Blake proposed an amendment to subsection B of the new ordinance, adding specific language regarding variances to the 30-foot buffer required in section 305.1. The amendment outlined conditions that may be imposed by the town for any improvements constructed within the buffer zone.

Commissioner Blake explained that this language was adapted from a UNC model ordinance and aimed to clarify what conditions could be imposed when granting variances affecting the buffer zone.

Motion to approve Ordinance number 25-06-0001 for TA-2025-01 with the addition proposed by Commissioner Blake. Motion by: Commissioner Blake Secoded by: Commissioner Widmer

The motion passed unanimously.

Discussion on Geographic Name Proposal Recommendation

Town Manager Savannah Parrish presented a request submitted to the United States Board on Geographic Names by some property owners in town. The request was to name a currently unnamed 0.3-mile tributary of Kitchen Branch as "Bear Brook," matching the name of the property owners' cabin.

Motion to recommend, on behalf of the town of Montreat, the name Bear Brook for an unnamed 0.3-mile-long tributary of Kitchen Branch. Motion by: Mayor Pro Tem Fouche Secoded by: Commissioner Alexander

The motion carried unanimously.

Budget Amendment #9

Town Manager Parrish explained that during the immediate Hurricane Helene response, money was moved out of the administration budget to assist with recovery. With the receipt of a cash flow loan from the state, they proposed to transfer back some money to cover shortages created by those initial fund transfers. This amendment would cover administration shortfalls, a shortage in sanitation, and move the remainder of the cash flow loan into the Hurricane Helene Recovery Fund (Fund 29).

Motion to approve Budget Amendment #9. Motion by: Commissioner Widmer Seconded by: Commissioner Blake

The motion passed unanimously.

Fiscal Year 25/26 Budget Ordinance

Town Manager Savannah Parrish presented an overview of the fiscal year 2025-2026 budget ordinance. The proposed budget totaled just over \$2,500,000, representing a 5.79% overall decrease from the current fiscal year. Ms. Parrish highlighted that the budget prioritizes staff compensation, police operations, and storm recovery. She noted that despite Helene-related expenses, the fund balance remains at a healthy 32%. The town aims to work on a plan to restore the fund balance to the internal policy target of 40%, acknowledging that the current policy explicitly allows for a reduction of the fund balance below 40% in emergency situations. Before opening the floor to discussion, Mayor Tim Helms provided context for the attendees. He emphasized that commissioners had engaged in individual or paired meetings with Town Manager Parrish to discuss the budget, and their work had extended over the past two to three months. During this period, they received multiple detailed presentations and discussions from various department heads regarding their budgetary needs and considerations. Mayor Helms mentioned a budget hearing that had taken place two weeks prior, offering members of the public an opportunity for input and inquiries. He reiterated the collaborative nature of the budgeting process, underscoring the commissioners' comprehensive understanding of the financial allocations and priorities, which stems from this extended engagement. He also credited Rachel Eddings for her hard work and dedication in managing this year's budget process.

Motion to adopt the budget for fiscal year 2025-2026. Motion by: Commissioner Alexander Seconded by: Commissioner Dasher

The motion carried unanimously, paving the way for the town to implement its strategic initiatives and maintain financial health in the coming fiscal year.

Golf Carts for the 2025 Worship & Music Conference

Town Attorney Brandon Freeman presented an item regarding the use of golf carts during the upcoming Worship & Music Conference. He explained that after investigating the matter, he determined that an ordinance was required to allow golf carts to be operated on town roadways, even for this limited use.

Mr. Freeman drafted an ordinance that would grant a limited and exclusive license to the Mountain Retreat Association (MRA) for the use of golf carts to provide accessible transportation options for conference attendees. The ordinance would be in effect for specific dates in June (16th-21st and 23rd-28th) and would be subject to the MRA's acceptance and execution of a limited license agreement.

Seth Hagler from the Mountain Retreat Association provided additional context, explaining that the conference has an older demographic, and the use of golf carts would help address accessibility issues that have led to declining attendance in recent years.

After extensive discussion and clarification, the board agreed to consider the ordinance.

Motion to approve the ordinance as presented, with the caveat that the Town Attorney confers with Commissioner Blake and the Town Manager before finalizing the license agreement. Motion by: Mayor Pro Tem Kitty Fouche Seconded by: Commissioner Grant Dasher

The motion passed unanimously.

Public Comment

Wade Burns of 779 Foreman Siding addressed the board regarding ongoing legal issues related to the construction of his home in the ETJ (Extraterritorial Jurisdiction). He explained that a neighbor, whose grandfather built the house where Dr. Kenneth Forman lived, opposed the development and sought to maintain the area as it was during his childhood. Although Mr. Burns offered to sell the property to the neighbor at a significant discount, no agreement was reached.

Consequently, the Burns pursued permits for their construction. Mr. Burns acknowledged the neighbor's objections to the project, expressing respect for the neighbor's viewpoint despite their disagreement. As a result, the neighbor, who is an attorney, filed a lawsuit against the town, opposing the various zoning efforts. The lawsuit comprised four counts, challenging the town's actions in permitting the construction and opposing the Board of Adjustment for granting variances, as well as an appeal against the building inspector.

Burns indicated that the ongoing litigation had resulted in the judge's tentative decision to potentially revoke all permits related to his property development. With this in mind, Burns announced plans to file an application for conditional zoning to address the situation, which would involve a community meeting with anyone within 250 feet of the property prior to filing the application. However, Mayor Helms interrupted Burns, stating that this legal matter was still in the courts and not ready for the commissioners to handle or discuss, emphasizing that the judicial process needs to be respected and completed first.

Seth Hagler of the Mountain Retreat Association thanked the board for their consideration of the golf cart ordinance. He also announced that his last day at the conference center would be July 2nd, as he was moving to join his family in Knoxville.

Ethan Walls, the incoming intern, thanked the board and Town Manager Parrish for the opportunity to work with the town of Montreat.

Commissioner Communications

Commissioner Blake proposed accepting an offer from Cathy Dotson to create "Don't Feed the Bear" signs. The board agreed to let Town Manager Parrish and Commissioner Widmer work with Ms. Dodson on the design and placement of the signs, with the final design to be brought back to the commissioners for approval.

Mayor Helms encouraged everyone to visit the Heritage Center to see a display and video related to recent events.

Commissioner Widmer commended the staff for their financial management, noting that despite the challenging year, the town had a \$100,000 excess in the budget. He also announced an upcoming CPR class to be conducted by Patrolman Justyn Whitson in July.

Dates to Remember

Mayor Helms listed several upcoming meetings and events:

- Board of Adjustment: Thursday, June 26, 2025, 5:00 PM at Town Hall
- Land Care: No July meeting
- Town offices closed: July 4th
- Tree Board: Tuesday, July 8, 2025, 9:00 AM at Town Hall (with Zoom option)
- July Town Council meeting: July 10, 6:00 PM (Public forum at 5:30 PM)
- Planning and Zoning Commission meeting: Thursday, July 17, 10:30 AM
- Board of Adjustment: Thursday, July 24, 2025, 5:00 PM at Town Hall

Adjournment

Motion to adjourn the meeting. Motion by: Commissioner Alexander Seconded by: Commissioner Blake

The motion passed unanimously, and Mayor Helms adjourned the meeting at 7:15 p.m.

Tim Helms, Mayor

Angie Murphy, Town Clerk



TOWN OF MONTREAT

P. O. Box 423, Montreat, NC 28757
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 www.townofmontreat.org

**ADMINISTRATIVE REPORTS:
 ADMINISTRATION**

Town Administration report for the month of June 2025

Monthly Statistics	2024	2025
Public Meetings	5	5
Public Records Requests Processed	4	3
Water Bills Processed & Mailed	686	650
Water Bills Processed & Emailed	11	60
Leak Adjustments	No data	3
Sunshine List Messages	10	18
Website Posts	10	18
Social Media Posts	10	18

Upcoming Events and Schedule Changes
 0

Comments
 N/A

Staff Communications
 0



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**ADMINISTRATIVE REPORTS:
 BUILDINGS AND INSPECTIONS**

Buildings and Inspections report for the month of June 2025

Monthly Statistics	2024	2025
Building Permits Issued	12	10
Pending Building Permits	0	1
Building Inspections Performed	20	34
Stop Work Order Issued	0	0
Defective Building Posted	0	0
Denied Building Permits	0	0
Fire Inspections Performed	0	0
Fire Re-Inspections Performed	0	0
Fire Permits Issued	0	0

Comments

0

Staff Communications

0



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**ADMINISTRATIVE REPORTS:
 STREETS**

Streets Department report for the month of June 2025

Monthly Statistics	2024	2025
Public Trees Removed	0	3
Sand Applied to Roads (tons)	0	0
Ice Melt Applied to Roads (pounds)	0	0
Road Closures	2	6

Comments

We would like to take a moment and welcome everyone back for the summer here at Montreat. Things may look a little bit different than it did last summer but we are working to put Montreat back better and more resilient than ever. We would like to ask folks as they move around town for them to do so in a slow

Staff Communitactions:

0



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ADMINISTRATIVE REPORTS: WATER AND PUBLIC WORKS

Water and Public Works report for the month of June 2025

Monthly Statistics	2024	2025
Calls for Service	52	37
Water Leaks Repaired	2	1
New Water Lines Installed	0	0
Water Meter Replacements	25	10
Gallons of Water Produced	3,671,294	2,972,525
Hours Pumped (11 wells combined)	2,075	2,180
Water Samples Taken	21	21

Comments

We have noticed a change in our monthly production in our wells and we will be performing a 24 hr drawdowns to see



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**ADMINISTRATIVE REPORTS:
 SANITATION**

Sanitation Department report for the month of June 2025

Monthly Statistics	2024	2025
Tons of Curbside Trash Collected	33.9	14.42
Tons of Curbside Recycling Collected	5.55	2,62
Unique Curbside Sanitation Stops	1850	2425
Special Pickup Stops	0	6
Bagged Leaf Pickup	171	184
Brush Pickup (cubic yards)	4 Loads	4 Loads
Hauling Fees	4181.9	6798.3
Tipping Fees	0	1824.79
Dumpster Rental Fees	176.68	217.63
Convenience Center Usage-Trash	0	15.02
Convenience Center Usage-Recycle	0	2,37

Comments:

0



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ADMINISTRATIVE REPORTS: ZONING ADMINISTRATION

Zoning Administration report for the month of June 2025

Monthly Statistics	2024	2025
Approved Zoning Permits	0	2
Denied Zoning Permits	0	0
Pending Zoning Permits	4	2
Variance/Interpretation Granted	0	2
Special Use Permits Granted	0	0
Permit Extensions Granted	0	0
Notice of Violations	0	0

Comments

0



**TOWN OF
MONTREAT**
NORTH CAROLINA
FINANCIAL REPORT

June 2025 - MONTH 12 OF FISCAL YEAR 2024-2025

REVENUES

Fund	Fund #	Original		YTD Projected		YTD Actual		Difference
		Budget	Current Budget	Budget Amount	Budget Percentage	Collected	Percentage	
GENERAL FUND	10	2,232,905.00	3,202,048.03	3,202,048.03	100.00%	3,223,007.27	100.65%	20,959.24
WATER FUND	30	423,744.00	423,744.00	423,744.00	100.00%	398,139.88	93.96%	(25,604.12)
TOTAL REVENUES GENERAL & WATER FUNDS		2,656,649.00	3,625,792.03	3,625,792.03	100.00%	3,621,147.15	99.87%	(4,644.88)

EXPENSES

Dept Name	Fund #	Original		YTD Projected		YTD Actual		Difference
		Budget	Current Budget	Budget Amount	Budget Percentage	YTD Exp	Percentage	
GOVERNING BODY	10	54,791.00	54,791.00	54,791.00	100.00%	53,893.22	98.36%	897.78
ADMINISTRATION	10	513,430.00	548,430.00	548,430.00	100.00%	536,573.73	97.84%	11,856.27
PUBLIC BUILDINGS	10	128,353.00	128,353.00	128,353.00	100.00%	126,866.39	98.84%	1,486.61
POLICE	10	475,950.00	475,950.00	475,950.00	100.00%	451,778.79	94.92%	24,171.21
BUILDING AND ZONING	10	101,900.00	101,900.00	101,900.00	100.00%	100,318.32	98.45%	1,581.68
PUBLIC WORKS	10	159,083.00	1,037,751.03	1,037,751.03	100.00%	1,021,261.55	98.41%	16,489.48
STREET	10	555,202.00	561,727.00	561,727.00	100.00%	532,492.91	94.80%	29,234.09
SANITATION	10	220,146.00	269,096.00	269,096.00	100.00%	253,008.14	94.02%	16,087.86
ENVIRON,CONS,REC	10	24,050.00	24,050.00	24,050.00	100.00%	22,013.45	91.53%	2,036.55
TOTAL EXPENSES GENERAL FUND		2,232,905.00	3,202,048.03	3,202,048.03	100.00%	3,098,206.50	96.76%	103,841.53

Dept Name	Fund #	Original		YTD Projected		YTD Actual		Difference
		Budget	Budget	Budget Amount	Budget Percentage	YTD Exp	Percentage	
WATER	30	423,744	423,744.00	423,744.00	100.00%	385,034.98	90.86%	38,709.02
TOTAL EXPENSES WATER FUND		423,744	423,744.00	423,744.00	100.00%	385,034.98	90.86%	38,709.02

TOTAL EXPENSES GENERAL & WATER FUNDS			\$3,625,792.03	\$3,625,792.03	100.00%	\$3,483,241.48	96.07%	\$142,550.55
GENERAL FUND INCOME/LOSS - YTD				\$124,800.77				
WATER FUND INCOME/LOSS - YTD				\$13,104.90				
NET INCOME - YTD 2025				\$137,905.67				

SPECIAL PROJECTS								
Project	Fund #	Budget	This Month Actual	Amount Spent To Date	Balance Remaining			% Spent
LANDCARE	26	122,560.24	0.00	1,073.16	121,487.08			0.88%
Hurricane Helene - Prof. Services	29	885,124.02	29,234.60	842,241.45	42,882.57			
Helene Consultants	29	65,000.00	0.00	0.00	65,000.00			
Helene Materials	29	283,811.58	0.00	93,306.97	190,504.61			
TOTAL SPECIAL PROJECTS		\$ 1,356,495.84	\$ 29,234.60	\$ 936,621.58	\$ 419,874.26			69.05%



**TOWN OF
MONTREAT**
NORTH CAROLINA

Tax Receipts

Date of Deposit	Mar-24	Mar-25	% +/-	Apr-24	Apr-25	% +/-	May-24	May-25	% +/-	Jun-24	Jun-25	% +/-
AdVal/RMV	35,133.24	33,162.73	-5.94%	5,918.07	14,594.97	59.45%	4,391.81	5,021.05	12.53%	2,885.56	0.00	#DIV/0!
Sales	58,003.45	57,136.33	-1.52%	44,235.91	43,604.69	-1.45%	41,291.08	43,433.16	4.93%	52,655.76	52,955.67	0.57%
Solid Waste (Quarterly)							192.28	204.41	5.93%			
Utility Fran (Quarterly)	26,038.43	25,954.36	-0.32%							32,702.13	34,514.41	5.25%
Wine/Beer (Annual-May)		QE12/31/24					4,912.00	4,154.49	-18.23%			

June Building Permit Information

6153	6/4/2025	Alice Freeman	125 Kanawha Dr	electrical	electric upgrades	n			Buckingham Electric	\$ 100
6152	6/4/2025	William Black Lodge	329 NC Terrace	plumbing	sewer line repairs	n			TP Howards Plumbing	\$ 100
6154	6/5/2025	Weir Family LP	422 Appalachian Way	building	residential repairs	n	\$ 18,500		Kyle Travers	\$ 111
6155	6/11/2025	Cathie McIntosh	330 Florida Terrace	mech/elect	2 ton hpco	n			Gentry Service Group	\$ 100
6156	6/16/2025	Cherry Ayscue	104 Westminster Terr	plumbing	gas line	n			All About Plumbing	\$ 100
6157	6/17/2025	Christopher Reade	381 WV Terrace	bldg	residential remodel	n	\$ 25,000		Greenfinn Group LLC	\$ 760
6158	6/19/2025	William Black Lodge	404 WV Terrace	electrical	elect upgrades/add	n			Power to the People	\$ 200
6159	6/24/2025	Chandler Ragland	123 Kanawha Drive	bldg	retaining wall	y	\$ 3,000		Randy Hollifield/Simplify	\$ 300
6160	6/24/2025	David Ervin	509 SC Terrace	mech/elect	oil furnace	n			Gentry Service Group	\$ 100
6161	6/25/2025	Greg Mitchell	353 Florida Terrace	electrical	charging station	n			Haynes Electric	\$ 100

MONTREAT POLICE DEPARTMENT

MONTHLY STATISTICS



# OF CALLS	CALL NATURE
4	ALARM
12	ADMIN / MAINTENANCE
6	ASSIST EOC
6	ASSIST MOTORIST
14	ASSIST OTHER AGENCY
5	COMMUNITY OUTREACH
12	CONTACT PUBLIC
2	DEBRIS BLOCKING ROAD
1	DIRECT TRAFFIC
1	DOMESTIC ANIMAL PROBLEM
3	FOLLOW UP INVESTIGATION
3	FOOT PATROL
0	FOUND PROPERTY
2	IMPROPER PARKING
1	INCOMPLETE 911
9	INVESTIGATE
2	LOCKED VEHICLE
1	LOUD NOISE
4	MOTOR VEHICLE CRASH
47	PROPERTY CHECK
1	PUBLIC ASSIST
3	SUSPICIOUS PERSON
2	SUSPICIOUS VEHICLE
11	TRAFFIC ENFORCEMENT
30	TRAFFIC STOP
0	VANDALISM
0	WELFARE CHECK
7	WILDLIFE

189

TOTAL # OF CALLS

Finance Officer

STATE CASHFLOW LOANS FOR DISASTER RESPONSE ACTIVITIES TO LOCAL GOVERNMENTS

LOAN AGREEMENT (ROUND 2)

BETWEEN

THE STATE OF NORTH CAROLINA (BY AND THROUGH THE DEPARTMENT OF STATE TREASURER)

AND

THE TOWN OF MONTREAT, NORTH CAROLINA

Loan Round: Round 2
Round 2 Loan Number: Montreat-Round2-352
Round 2 Loan Date: _____
Round 2 Loan Amount: \$79,654.91

REPAYMENT TERMS:

- **\$1 by the first anniversary of the Round 2 Loan Date**
- **10% of the Round 2 Loan Amount by June 30, 2027**
- **20% of the Round 2 Loan Amount by June 30, 2028**
- **30% of the Round 2 Loan Amount by June 30, 2029**
- **40% (less \$1) of the Round 2 Loan Amount by the earlier of the fifth anniversary of the Round 2 Loan Date or June 30, 2030.**

Recipient Tax ID/EIN: _____

PURPOSE:

For good and valuable consideration, the adequacy of which is hereby acknowledged, this loan agreement (“Agreement”) is hereby entered into by and between the State of North Carolina, by and through the North Carolina Department of State Treasurer (“NCDST”), and the **Town of Montreat, North Carolina** (“RECIPIENT”) (referred to individually as Party and collectively as “Parties”) to provide NCDST cashflow loans for disaster response activities to local governments, in accordance with Section 4E.5. of North Carolina Session Law 2024-53, as modified by Section 1F.1 of North Carolina Session Law 2024-57 (together, as amended, the “Authorizing Act”).

1. EFFECTIVE TERM:

This Agreement shall be effective as of the latest date of signature below (“Effective Date”) and, subject to Section 15, shall terminate upon full repayment of the loan proceeds to NCDST, unless earlier terminated pursuant to Section 9.

2. NCDST’S DUTIES & PAYMENT PROVISIONS:

NCDST shall loan RECIPIENT a total of **\$79,654.91** to pay for RECIPIENT’S disaster response activities as set forth in FEMA Public Assistance Worksheets. This principal-only loan does not carry interest charges or administrative fees. Upon signature of this Agreement by the Parties, the funds will promptly be transferred to

RECIPIENT via wire/ACH transfer to the RECIPIENT'S account, pursuant to the written bank wiring instructions that RECIPIENT must submit to the NCDST as provided in Section 3.a. below.

3. RECIPIENT'S DUTIES AND REPRESENTATIONS:

- a. **As soon as reasonably practicable following its receipt of this Agreement, RECIPIENT shall provide each of the following to NCDST: (a) a certified copy of a resolution authoring execution of the Agreement and Promissory Note in the form set forth in Attachment A; (b) an executed copy of this Agreement; (c) an executed Promissory Note in the form set forth in Attachment B; and (d) the completed NCDST Hurricane Helene Cashflow Loan Program Wire Form enclosed as Attachment C, signed and certified by the appropriate official of RECIPIENT.**
- b. Before and during the term of this Agreement, RECIPIENT will use or has used loan proceeds to cover expenditures for disaster response activities, which may be expenditures that are eligible for reimbursement by the Federal Emergency Management Agency (FEMA) Public Assistance Program, National Flood Insurance Program, or other federal reimbursement program.
- c. Both NCDST and RECIPIENT agree that this Agreement shall be interpreted as to not diminish or impair RECIPIENT'S eligibility to secure FEMA or related recovery funding support.
- d. RECIPIENT agrees to deliver repayment installments of the loan proceeds in the amounts and by the dates set forth in the Repayment Terms recited on Page 1 above, which are hereby incorporated by reference. Further, RECIPIENT understands and agrees that all loan proceeds provided to RECIPIENT under this Agreement must be repaid no later than the earlier of the following two dates: (i) the five-year anniversary of the Round 2 Loan Date; or (ii) June 30, 2030.
- e. RECIPIENT agrees that loan proceeds received through this Agreement shall be accounted for in a separate fund and accounting structure within RECIPIENT'S central accounting system. RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements, and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with loan funding allocations described in Section 2 of this Agreement. RECIPIENT understands and acknowledges the total direct loan funding level available under this Agreement is **\$79,654.91**.
- f. As provided in the Authorizing Act:
 - (i) RECIPIENT shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the loan proceeds are being provided, including funds from insurance policies in effect, available federal aid, and private donations. RECIPIENT understands and agrees that the loan proceeds paid to RECIPIENT pursuant to this Agreement are in excess of any funds received by RECIPIENT from any of the following: (a) settlement of a claim for loss or damage covered under RECIPIENT'S applicable insurance policy in effect; (b) federal aid; or (c) private donations.
 - (ii) If RECIPIENT obtains alternative funds pursuant to subdivision (i) of this subsection f., RECIPIENT shall remit such funds to NCDST as soon as reasonably practicable thereafter, but no later than the earlier of the two dates established in subsection d. to this Section 3. Notwithstanding the preceding sentence, RECIPIENT shall not be required to repay to NCDST any amount in excess over the amount of loan proceeds provided under this Agreement.

4. AGREEMENT ADMINISTRATORS:

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party’s Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties’ respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

For NCDST	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Eric Naisbitt Chief of Staff Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 814-3817 Email: helenecashflowloans@nctreasurer.com	Eric Naisbitt Chief of Staff Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 814-3817 Email: helenecashflowloans@nctreasurer.com

For RECIPIENT	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name	Name
Title	Title
Address	Address
Email	Email
Phone	Phone

5. MONITORING AND AUDITING:

RECIPIENT acknowledges and agrees that, commencing on the Effective Date of this Agreement and for a period of three (3) years following this Agreement’s termination, RECIPIENT’s books, records, documents and facilities with respect to the loan funds shall be open to NCDST for auditing, inspection and monitoring at all times during such period. Further, upon a request for access by NCDST (whether in writing or otherwise), RECIPIENT shall make all such books, records, documents, and facilities open to NCDST for inspection. To that end, RECIPIENT agrees to provide NCDST staff, any authorized agent or other designee of NCDST, and staff of the Office of State Auditor, as applicable, with access to financial and accounting records to support internal audit, financial reporting and related requirements.

RECIPIENT acknowledges and agrees that, with regard to the Loan funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S. § 159-34 (Annual independent audit; rules and regulations) within the Local Government Budget and Fiscal Control Act. Such audit and reporting requirements may vary depending upon the amount and source of Loan funding received by RECIPIENT and are subject to change.

RECIPIENT acknowledges and agrees that, with regard to the loan funds, it will be subject to the reporting requirements of both NCDST and the North Carolina Office of Budget and Management, as mandated by those agencies from time to time, as applicable.

6. SITUS AND EXCLUSIVE VENUE:

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

7. COMPLIANCE WITH LAW:

RECIPIENT shall be wholly responsible for the loan terms and RECIPIENT's responsibilities described in this Agreement. RECIPIENT shall be responsible for supervision of any of its employees and contractors funded under this Agreement, and compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of their loan performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction. RECIPIENT is reminded that all funds are subject to the requirements of the Local Government Budget and Fiscal Control Act, including but not limited to all budgeting and pre-audit requirements.

8. CLAW-BACK; OFFSET:

- a. NCDST may also demand repayment of previously expended funds, and RECIPIENT must comply with such a demand, in the event NCDST determines that RECIPIENT has not spent loan funds on eligible uses set forth in the FEMA project worksheets used to determine the Round 2 Loan Amount, or if NCDST determines that RECIPIENT has not materially complied with any other requirements set forth in this Agreement concerning the loan funds (generally, "Non-Compliance"). Before making a formal demand for repayment as provided in this subsection, NCDST will provide RECIPIENT thirty (30) days' written notice to cure such Non-Compliance, and the Parties will make every reasonable effort to resolve the problem informally.
- b. In the event the Parties are unable to resolve RECIPIENT's Non-Compliance as provided in subsection a. above, RECIPIENT understands and agrees that, pursuant to N.C. Gen. Stat. § 147-71, the State Treasurer is authorized to demand, sue for, collect and receive all money and property of the State not held by some person under authority of law. In addition, RECIPIENT understands and agrees that NCDST shall have the right to recoup any funds for which repayment has been demanded through the Setoff Debt Collection Act (Chapter 105A of the North Carolina General Statutes) and any other provision of State law providing for setoff debt collection, as applicable.

9. TERMINATION OF AGREEMENT:

Subject to Section 15, this Agreement may be terminated:

- a. By mutual written consent of the Parties;
- b. By NCDST for cause, if: (i) RECIPIENT violates the terms of this Agreement and RECIPIENT fails to correct the violation(s) within thirty (30) days of written notice of violation from NCDST; (ii) NCDST determines RECIPIENT has made a misrepresentation in connection with this loan; or (iii) RECIPIENT abandons or otherwise ceases to make reasonable progress towards completion of the disaster response activities funded by this Agreement; or

- c. In the event that RECIPIENT repays the Round 2 Loan Amount in full prior to the earlier of the following two dates: (i) the five-year anniversary of the Round 2 Loan Date; or (ii) June 30, 2030.

In the event of termination, NCDST may require the return of unspent funds. NCDST may, in its sole discretion, allow RECIPIENT to retain or be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be canceled, provided that said costs meet the provisions of this Agreement.

10. AMENDMENTS:

Subject to all applicable laws, this Agreement may be amended in writing, executed by both NCDST and RECIPIENT. If RECIPIENT requests revisions of Agreement terms, it shall provide to NCDST for review and approval a detailed written request that includes documented financial management reason(s) for amending the terms of this Agreement.

11. E-VERIFY:

If this Agreement is subject to N.C. Gen. Stat. § 143-133.3, RECIPIENT shall impose the obligations of Article 2 of Chapter 64 of the General Statutes on any contractor and its subcontractors funded by this Agreement.

12. LIMITATION OF LIABILITY; CONTRACTUAL RIGHTS:

RECIPIENT will hold NCDST harmless from any loss(es) or damage(s) arising in connection with the performance of this Agreement to the extent permitted by law, including the North Carolina Tort Claims Act (Article 31 of Chapter 143 of the North Carolina General Statutes). This Agreement is intended for the sole and exclusive benefit of the Parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

13. SEVERABILITY:

- a. Generally. Nothing in this Agreement is intended to conflict with any law, or regulation, or rule of the United States, or the State of North Carolina, or NCDST. The Parties agree that if a term of this Agreement cannot be interpreted in a way to be consistent with such authority, then that term shall be deemed invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
- b. Federal Reimbursement. The Parties expressly agree that they intend for this Agreement to constitute and be construed as a loan agreement, toward the end that all loan proceeds provided to RECIPIENT hereunder would remain eligible for reimbursement under the FEMA Public Assistance Program, National Flood Insurance Program, or other federal reimbursement program (generally, for purposes of this subsection, the "Federal Funding Programs"). The Parties further agree that: (i) no provision of this Agreement shall be construed as creating or contemplating a current or future condition or circumstance that would in any way alleviate RECIPIENT of the repayment obligations set forth in this Agreement, or in the related Promissory Note; and (ii) to the extent that any word, phrase, clause, sentence, or term of this Agreement is deemed incongruous with any relevant provision(s) of federal law pertaining to RECIPIENT's eligibility for reimbursement under the Federal Funding Program(s), then such word, phrase, clause, sentence or term shall be modified, deleted, or interpreted in such a manner as to make the loan funds provided to RECIPIENT hereunder fully reimbursable under the Federal Funding Program(s), or else reimbursable to the maximum extent allowable under such program(s).

14. ENTIRE AGREEMENT:

This Agreement and any annexes, exhibits, and amendments appended hereto, and any documents incorporated specifically by reference, represent the entire Agreement between the Parties and supersede all prior oral and written statements or Agreements.

15. SURVIVAL:

The following sections shall survive termination of this Agreement: 3.c., 5, 6, 7, 8, 12 and 13.

16. EXECUTION AND EFFECTIVE DATE:

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. One or more counterparts of this Agreement may be delivered by facsimile or in Adobe Portable Document Format (PDF) sent by electronic mail, with such delivery having the same effect as delivery of an original counterpart. Signatures provided by facsimile transmission, in PDF sent by electronic mail, or by electronic signature such as DocuSign, shall be deemed to be original signatures.

This Agreement shall become effective upon the Effective Date and NCDST's loan obligations shall commence upon NCDST's receipt of the items set forth in 3.a. above.

[signature page follows]

19. AUTHORIZED SIGNATURE WARRANTY:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Agreement.

In Witness Whereof, RECIPIENT and the State of North Carolina, acting by and through the NCDST have executed this Agreement in duplicate originals, with one original being retained by each party.

TOWN OF MONTREAT, NORTH CAROLINA

AUTHORIZING OFFICIAL

Date

Printed Name

Title

STATE OF NORTH CAROLINA, by:

NORTH CAROLINA DEPARTMENT OF STATE TREASURER

AUTHORIZING OFFICIAL

Date

Eric Naisbitt

Chief of Staff

ATTACHMENT A

**RESOLUTION TO APPROVE ROUND 2 NORTH CAROLINA CASHFLOW LOAN AGREEMENT
AND PROMISSORY NOTE**

WITNESSETH:

WHEREAS, in connection with the State of North Carolina cashflow loan program (Loan Program) authorized by the Disaster Recovery Act of 2024, Session Law 2024-53 (as amended by Session Law 2024-57), the North Carolina Department of State Treasurer has been working with the North Carolina Department of Public Safety-Division of Emergency Management (NCEM), the North Carolina Association of County Commissioners (NCACC), and the North Carolina League of Municipalities (NCLM) to formulate a working plan for the disbursement of cashflow loans aimed at assisting local governments affected by Hurricane Helene; and

WHEREAS, local governments wishing to participate in Round 2 of the Loan Program are required to execute a Round 2 Cashflow Loan Agreement and Promissory Note with the State of North Carolina, by and through the North Carolina Department of the State Treasurer; and

NOW, THEREFORE BE IT RESOLVED BY THE TOWN OF MONTREAT, NORTH CAROLINA:

1. That the Round 2 Cashflow Loan Agreement and Promissory Note provided by the North Carolina Department of the State Treasurer are hereby approved.
2. That the Manager, Clerk, or Authorized Representative of a Tribal Government is authorized to execute the attached agreements (or those substantially equivalent thereto) and such other agreements and actions as necessary to receive disaster recovery loan funding from the State of North Carolina.

Adopted, this the _____ day of _____

TOWN OF MONTREAT, NORTH CAROLINA

By: _____
Mayor/Commissioner/Authorized Representative

Name: _____

Title: _____

ATTEST:

Town Clerk/Authorized Representative

Name: _____

Title: _____

ATTACHMENT B

This Promissory Note has been pre-audited as required by the
Local Government Budget and Fiscal Control Act

Finance Officer

PROMISSORY NOTE

Date: _____

Round 2 Loan Number: **Montreat-Round2-352**
Round 2 Loan Amount: **\$79,654.91**

The **Town of MONTREAT, North Carolina** (“BORROWER”) DOES HEREBY unconditionally promise to pay to the STATE OF NORTH CAROLINA (by and through the North Carolina Department of State Treasurer) (“State”) the following Round 2 Loan Amount: **\$79,654.91**. The promissory note is made in accordance with the related Loan Agreement, dated as of the date hereof (the “Agreement”), between the State and the BORROWER. As set forth in the Agreement, the BORROWER hereby promises to pay the Loan Amount in accordance to the following schedule:

- **\$1 by the first anniversary of the Round 2 Loan Date**
- **10% of the Round 2 Loan Amount by June 30, 2027**
- **20% of the Round 2 Loan Amount by June 30, 2028**
- **30% of the Round 2 Amount by June 30, 2029**
- **40% (less \$1) of the Round 2 Loan Amount by the earlier of the fifth anniversary of the Round 2 Loan Date recited in the Agreement or June 30, 2030.**

Payment instructions will follow from the State or its agent.

This Promissory Note and the Agreement were duly authorized by action of the BORROWER’s governing body at a meeting duly held on _____.

TOWN OF MONTREAT, NORTH CAROLINA

Signature

[Name and Title]

[SEAL]

Attest:

Signature

[Name and Title—should be clerk]

ATTACHMENT C

Buncombe County



NORTH CAROLINA
DEPARTMENT OF STATE TREASURER

BRADFORD B. BRINER
STATE TREASURER OF NORTH CAROLINA

FINANCIAL OPERATIONS DIVISION

Hurricane Helene Cash Flow Loan Program Wire Form

Questions concerning the completion of this form should be directed to 919-814-3902.

RECIPIENT INFORMATION	
Recipient/Account Holder's Name:	
Recipient's Address, City, State, Zip:	
Information for the Recipient (optional):	
BENEFICIARY BANK INFORMATION	
Beneficiary Bank Name:	
Beneficiary Bank Routing Transit Number (RTN):	
Beneficiary Bank Account Number:	
Bank's Address, City, State, Zip:	
Information for the Beneficiary Bank, if applicable:	
I certify the recipient information and beneficiary bank information provided above is true and correct, and I am authorized to act in the capacity indicated and to transact business on the account listed above. Only original signatures accepted; no electronic signatures.	
_____	_____
Recipient Official's Printed Name	Signature
_____	_____
Phone #	Date
FOR INTERNAL USE ONLY	
Financial Operations Division	
US Dollar Wire Amount: \$79,654.91	Contract/Reference #: Montreat-Round2-352
Date Wire Processed:	

3200 Atlantic Avenue • Raleigh, North Carolina 27604

Courier #56-20-45 • Telephone: (919) 814-4000 •

Fax: (919) 855-5809 www.NCTreasurer.com

Packet Page 34

Pavement Maintenance Proposal

Town Of Montreat
Barry Creasman

Project:

Town of Montreat
1200 Montreat Rd
Montreat, NC 28757



Lilli Culbertson
Estimator

Service Provider Information

Company Info



C&T Paving
125 Sweeten Creek Road
Asheville, NC 28803

P: 828-683-6564

F: 828-867-6564

<http://www.candtpave.com>

Contact Person

Lilli Culbertson

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.

Lookout Road at Assembly Drive

1. **Section A: 24 ft x 90 ft**
Section B: 25 ft x 20 ft

Total Price: \$30,973.00

New Stamped and Colored Concrete

1. We have identified area(s) comprising approx. 140 sq. ft for a new concrete surface.
2. **New Concrete Surface:** We will form, place and finish 4 inches of 4000 psi new concrete. Control & Expansion joints will be installed as necessary.
3. **Finish:** The final finish of the new concrete surface will be Brush-Finished. If you desire a different finish, please let us know prior to the acceptance of this proposal.

Total Price: \$4,500.00

Community Drive at Assembly Drive

1. **Dimensions: 28 ft x 22 ft**

Total Price: \$7,116.00

Mississippi Road at Mecklenburg Circle

1. **Dimensions: 20 ft x 60 ft**

Total Price: \$14,021.00

Mississippi Road (Bridge at Louisiana Road)

1. **Dimensions: 20 ft x 60 ft**

Total Price: \$14,021.00

First Road

1. **Dimensions: 124 ft x 22 ft**

Total Price: \$31,706.00

Towm Hall Parking Lot

1. **86x22**
10x18

Total Price: \$28,253.00

100ft Concrete Curb

Total Price: \$3,875.00

Price Breakdown: Town of Montreat



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

This proposal originated on July 01, 2025.

Item	Description	Cost
1.	Lookout Road at Assembly Drive	\$30,973.00
2.	New Stamped and Colored Concrete	\$4,500.00
3.	Community Drive at Assembly Drive	\$7,116.00
4.	Mississippi Road at Mecklenburg Circle	\$14,021.00
5.	Mississippi Road (Bridge at Louisiana Road)	\$14,021.00
6.	First Road	\$31,706.00
7.	Towm Hall Parking Lot	\$28,253.00
8.	100ft Concrete Curb	\$3,875.00
Total:		\$134,465.00

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 Culbertson | Estimator
C&T Paving
125 Sweeten Creek Road
Asheville, NC 28803
E: lilli@candtpave.com
C: 828-9894301
P: 828-683-6564
F: 828-867-6564
<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 \$558.75 per liquid ton + tax as of July 1, 2025 and good until July 31, 2025.
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:** C & T Paving 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.

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.

**TOWN OF MONTREAT
FISCAL YEAR 2025-2026
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, 2026.

Department(s): General Fund – Streets

Purpose: To include and appropriate Powell Bill Funds for the paving of Lookout Road at Assembly Dr., the paving of Frist Rd., and Mississippi Rd. at Mecklenburg Circle.

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

Line Item	Account Number	Amount DR	Amount CR	Amended Budget
Powell Bill Fund Balance Appropriation	10-3925-900		\$76,700	\$76,700
Streets – Capital Outlay	10-5600-730	\$76,700		\$76,700

Notes:

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


Finance Officer

7/3/25
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 Manager

Date

Town Clerk

Date

Rule 30. Appointments

- A. The Board may consider and make appointments to other bodies, including its own committees, if any, only in open session. The Board may not consider or fill a vacancy among its own membership except in open session.
- B. Rather than proceeding by motion, the Board shall use the following procedure to make appointments to various other boards and offices:
- The Mayor shall open the floor for nominations, whereupon the names of possible appointees may be put forward by Board members.
 - The names submitted shall be debated.
 - When the debate ends, the Mayor shall call the roll of the Board members, and each member shall cast his or her vote.

If more than one appointee is to be selected, then each Board member shall have as many votes as there are slots to be filled. The votes from a majority of the Board members voting shall be required for appointment. A Board member may cast all of his or her votes or fewer than all of them, but he or she shall not cast more than one vote for a single candidate.