

Town of Montreat
Board of Commissioners Meeting – Public Forum
September 11, 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
September 11, 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

- August 11th Public Forum Meeting Minutes
- August 11th 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
- August 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. Review of Montreat Police Department Community Survey

- Presenter: Commissioner Tom Widmer

B. Lookout Road Bridge Proposal

- Presenter: Savannah Parrish
- Agenda Materials on Pages 25-30
- Suggested Motion: Move to approve/deny Lookout Road Bridge Proposal

C. Appointment of Interim Zoning Administrator

- Presenter: Savannah Parrish
- Suggested Motion: Move to appoint/not appoint Alexis Baker as Interim Zoning Administrator

D. Budget Amendment #2

- Presenter: Savannah Parrish and/or Rachel Eddings
- Agenda Materials on Page(s) 31
- Suggested Motion: Move to include and appropriate DST Cashflow loan in the amount of \$79,654.91 and Helene Donations in the amount of \$31,183.75

E. Debt Write-Off

- Presenter: Savannah Parrish and/or Rachel Eddings
- Agenda Materials on Page(s) 32-35
- Suggested Motion: Move to approve/deny debt write-off

F. Round 3 Cash Flow Loan Agreement

- Presenter: Savannah Parrish
- Agenda Materials on Page(s) 36-45
- Suggested Motion: Move to approve/deny Round 3 Cash Flow Loan Agreement in the amount of \$65,471.62

X. Public Comment

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

XI. Commissioner Communications

XII. Dates to Remember

- **Montreat Trivia Night – Thursday, September 18th, 2025, at 7:00 p.m. in Town Hall**
- **Board of Adjustment – Thursday, September 25th, 2025, at 5:00 p.m. in Town Hall with Zoom options**
- **Landcare - Wednesday, October 1st, 2025, at 9:00 a.m. in Town Hall with Zoom options**
- **October Town Council Meeting – Thursday, October 9th, 2025, at 7:00 p.m. in Town Hall with Zoom options. The Public Forum will begin at 5:30 p.m.**
- **Tree Board - Tuesday, October 14th, 2025, at 9:00 a.m. in Town Hall with Zoom options**
- **Planning & Zoning Commission – Thursday, October 18th, 2025, at 10:30 a.m. in Town Hall with Zoom options - TENTATIVE**
- **Board of Adjustment – Thursday, October 23rd, 2025, at 5:00 p.m. in Town Hall with Zoom options – TENTATIVE**

XIII. Adjournment

Board of Commissioners - Public Forum Meeting

August 14, 2025, 5:30 p.m.

Meeting Minutes

Board of Commissioners in Attendance:

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

Board of Commissioners Absent:

None

Town Staff in Attendance:

Savannah Parrish, Town Manager
Angie Murphy, Town Clerk
Brandon Freeman, Town Attorney
Rachel Eddings, Finance Officer

Members of the Public in Attendance

Approximately 16 people

Call to Order

The Public Forum Meeting was called to order by Mayor Tim Helms at 5:30 PM on Thursday, August 14, 2025, in Montreat, NC. Following the call to order, participants engaged in a moment of silence.

Agenda Adoption

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

Motion: Commissioner Tom Widmer moved to approve the agenda as presented. Commissioner Jane Alexander seconded the motion.

The motion carried unanimously.

Public Comments

Discussion of Lawsuits, Board of Adjustment Training, and Emergency Disaster Plans

Letta Jean Taylor, residing at 386 Oklahoma Road, asked for the cost of Helene related repairs to Town Hall as well as for the repaving of the associated parking lot. Mrs. Taylor also inquired about the Town's costs as respondent in Burns v. Hamilton. Town Manager Savannah Parrish advised Mrs. Taylor that staff did not have the Helene-related numbers on hand, but someone would get back to her.

Town Attorney Brandon Freeman indicated he would prefer to discuss a legal matter such as Burns v. Hamilton in closed session rather than "shoot from the hip" with potentially inaccurate information.

Letta Jean Taylor recalled that in the past, the town had emergency plans in place, including arrangements with the conference center to use facilities during disasters. She inquired whether command center training (similar to what was done for Y2K) had been conducted for current staff. Mrs. Taylor also expressed concern about recent lawsuits involving the Board of Adjustment and recommended that board members take advantage of training courses offered by the League of Municipalities.

Commissioner Mason Blake responded that Kayla DiCristina (former Zoning Administrator) had provided "extensive training" for the Board of Adjustment, indicating there had been "no lack of training."

Wade Burns Property Permit Issues

Wade Burns (779 Foreman Siding Road, Montreat ETJ) addressed the lawsuit regarding his property permits. He clarified that the town's only expenditure related to the Hamilton lawsuit was for a law firm to appear in court to inform the judge that the town would not participate in defending the suit. Mr. Burns stated that he and his wife bore all legal expenses for the lawsuit.

Mr. Burns explained that he was seeking a conditional zoning permit to remedy and recover permits for his property. He had hoped to be placed on the July agenda of the Planning and Zoning Commission but was advised by the town attorney that this would need to wait until October due to ongoing subcommittee work.

Mr. Burns described his experience with stormwater management, noting that he had built what he called "a demonstration project" at a cost of over a million dollars to manage stormwater on his property. He suggested that his case could provide valuable information to the Planning and Zoning Commission as they examined flood control issues and requested consideration of a special meeting before October.

Mayor Helms advised Mr. Burns that the Town Council does not control the Planning and Zoning Commission's agenda/calendar and that he would need to speak directly with that body.

Mayor Pro Tem Kitty Fouche asked Mr. Burns about the status of his certificate of occupancy. Mr. Burns explained that they had received all necessary permits (grading, erosion control, zoning compliance, building permits, variance approvals, stream determinations, and septic approval) before beginning construction. He stated they had been legally occupying their house since August of two years ago, but the judge's order had vacated all permits, creating legal uncertainty about the property's status.

Adjournment

Motion to adjourn the Public Forum Meeting until 6:00 PM when the regular meeting would begin was made by Mayor Pro Tem Kitty Fouche, seconded by Commissioner Grant Dasher, and carried unanimously.

The Public Forum Meeting was adjourned at 5:44 p.m.

Tim Helms, Mayor

Angie Murphy, Town Clerk

Board of Commissioners – Town Council

August 14, 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:

Savannah Parrish, Town Manager
Angie Murphy, Town Clerk
Brandon Freeman, Town Attorney
Jeff Eaton, Chief of Police
Rachel Eddings, Finance Officer
Barry Creasman, Public Works Director

Members of the Public in Attendance:

Approximately 16 people

Call to Order

The meeting was called to order at 6:00 PM. Mayor Tim Helms led those present in the Pledge of Allegiance, followed by a moment of silence.

Agenda Adoption

Mayor Helms presented the agenda for adoption. Town Manager Savannah Parrish requested an amendment to the closed session motion to include discussion of existing litigation specifically regarding Hamilton v. Burns pending in the North Carolina Court of Appeals, in addition to the personnel matter already listed.

Commissioner Jane Alexander moved to amend the closed session agenda item as requested.

Commissioner Grant Dasher seconded. The motion carried unanimously.

Commissioner Tom Widmer moved to adopt the agenda as amended. Commissioner Jane Alexander seconded. The motion carried unanimously.

Mayor's Communications

Mayor Helms provided a brief update on the town's rebuilding efforts following Hurricane Helene. He noted that the town is still going through the rebuilding phase, which will likely take four to five years to complete. He commended the staff for working long hours to secure necessary funding, and the maintenance crew for their continued work on various projects.

Consent Agenda

Town Manager Savannah Parrish noted that the consent agenda included the July 10th Public Forum meeting minutes and the July 10th Town Council meeting minutes.

Town Manager's Communications

Town Manager Parrish invited Chief Jeff Eaton to speak to the Council regarding bear encounters in Montreat.

Chief Eaton advised residents on how to handle bear encounters, noting that running from bears should be avoided. Instead, he recommended making noise, appearing larger, backing away slowly, and seeking shelter when possible. For emergency situations involving bears, he instructed residents to call 911 and insist on speaking with an officer. Chief Eaton explained that Montreat has become a "bear sanctuary" due to low traffic speeds, abundant food sources, and bears becoming accustomed to people, creating a potentially dangerous situation.

Chief Eaton also stressed the importance of reporting bear encounters to the police department so they can be documented and addressed. He advised residents to keep windows and doors closed when possible and to avoid feeding birds, as these actions attract bears. Bears that successfully find food at a residence will return repeatedly.

Mayor Helms emphasized that residents should call 911 if they feel threatened by a bear, not after the fact, so police can properly document and respond to aggressive bear behavior.

Mayor Pro Tem Fouche expressed concern about bears becoming braver and not backing away from people, with some residents reporting being growled at. She questioned when action would be taken.

Chief Eaton responded that it was "way past time" to address the issue, noting that Montreat's prohibition on hunting and discouragement of bear dog training contributes to the problem. He encouraged residents to report suspected bear feeding to help build reasonable suspicion for investigation.

Administrative Reports

The Council received reports from all administrative departments, including Planning and Zoning, Public Works and Water, Sanitation, Streets, Finance, July Building Permits, and the Police report. No questions or comments were raised by the Commissioners.

Public Comment

Dr. Mary McPhail Standaert (118 Shenandoah Terrace), a full-time Montreat resident and registered voter, spoke passionately during the public comment section about the need for civility and credibility in local government. She reiterated her previous statement from the July 10th meeting, emphasizing her call for the resignation of a Council member who had made "a vile and verbally abusive" phone call to a constituent. Dr. Standaert expressed her deep concern over the language and demeanor of the phone call, noting that such behavior was unbecoming of an elected official and called into question their suitability for leadership.

She highlighted that the mayor's summary of the July 10th comments contained several inaccuracies. It incorrectly stated that she had requested the Council to dismiss the member and wrongly assigned a gender to the Council member involved, which had not been specified by her. Dr. Standaert shared a comprehensive account of her efforts to have the public record amended to accurately reflect her comments and her frustration with the process. Despite the initial inaccuracies, she expressed her appreciation for Mayor Helms' apology about the error in his communication. Mayor Helms acknowledged the mistake, explaining that the error was corrected within two hours of being informed, and that the minutes from the previous meeting had been updated to accurately reflect Ms. Standaert's full statement.

In her pursuit of an accurate record, Dr. Standaert met with Commissioner Alexander and Town Manager Parrish on July 15th, requesting a public retraction and apology for the initial incorrect statement. She was informed by the Town Manager that the Town Council had decided not to issue a formal retraction or apology, although the summary on the official Montreat town website had gone through at least three iterations of changes. All versions retained the original posting date of July 11th, 2025, without any indication that corrections had been made, which she found troubling. Each version continued to misrepresent critical details, including the lack of proper identification regarding the individual who received the phone call and the timing of her statement.

Dr. Standaert passionately emphasized that details matter, particularly in the context of public records maintained on the official town website. She concluded her remarks by thanking the audience, both in-person and via Zoom, and acknowledged the efforts of the Town Manager and Town Clerk in ensuring her comments from the July 10th meeting were included accurately in the official minutes.

There were no items under Old Business.

New Business

Updates to First Bank Signature Cards

Town Manager Parrish presented an update to the town's check signing process, proposing to add Finance Officer Rachel Eddings as a signer on the checking account. She outlined the new process:

- Town Clerk Angie Murphy receives invoices, codes them, and enters them into the electronic financial system
- Purchase orders are electronically sent to Town Manager Parrish for approval
- Ms. Murphy prints checks and matches them with purchase orders and original invoices
- Ms. Murphy gives the checks to Finance Officer Rachel Eddings to confirm budget information and sign
- Checks are then given to the mayor for oversight and countersignature
- Signed checks are given to Ms. Parrish for final oversight and signature
- Checks are returned to Ms. Murphy for mailing

Ms. Parrish emphasized this process would ensure compliance with North Carolina general statutes and maintain good separation of duties. Mayor Helms asked about the pre-audit stamp, and Ms. Parrish confirmed that Ms. Eddings pre-audits purchases before the process begins.

Commissioner Blake asked for clarification about the approval process, and Ms. Parrish explained that she approves purchase orders electronically first, then reviews the checks again after Ms. Eddings signs them.

Commissioner Dasher moved to add Rachel Eddings as a signer on the checking account. Commissioner Blake seconded. The motion carried unanimously.

Discussion of Buncombe County Helene Recovery Plan

Town Manager Parrish provided an update on the Buncombe County Helene Recovery Plan. She explained that the town is working closely with Buncombe County, neighboring municipalities, and federal partners like FEMA to create a unified recovery plan. This plan would align with state and federal recovery frameworks while incorporating lessons learned from other communities facing similar challenges.

Ms. Parrish noted that while the town of Montreat would retain independent authority to approve, fund, and carry out its own projects, the comprehensive plan would include shared sections such as impact assessments, community input on recovery priorities, and specific sections for each local government's projects.

She shared results from the Envision Buncombe survey, highlighting the top priorities identified by Montreat residents, including:

- Investing in critical infrastructure (water, roads, bridges, telecommunications)
- Building affordable housing
- Preventing wildfires
- Supporting food security
- Stabilizing landslides and restoring stream banks
- Preserving flood-prone properties from development
- Addressing youth homelessness
- Supporting substance use disorder treatment
- Providing trauma-informed mental health training

Ms. Parrish noted that some priorities, like affordable housing and youth homelessness, were less applicable to Montreat. She suggested additional items for Montreat's section of the plan, including:

- Stormwater ordinance updates
- Incident Command System training for staff
- Development of a comprehensive emergency management plan

Commissioner Widmer questioned the value of participating in the county-wide plan when the town is focused on implementing its own recovery efforts. Ms. Parrish responded that it has primarily taken only her time, keeps the town connected with other municipalities, allows for sharing of expertise, and does not obligate the town to do anything beyond what it already plans to do.

Commissioner Widmer also suggested incorporating input from the police department survey into the plan, which Town Manager Parrish agreed to do.

Commissioner Dasher expressed concern about fire prevention and control, noting the large amount of fuel on the ground in wooded areas. He suggested exploring control burns with the National Forest Service and other funding opportunities, acknowledging that coordination with the MRA would be necessary. Ms. Parrish agreed and mentioned she had been speaking with the Black Mountain fire chief about proactive fire prevention measures and public education.

Mayor Pro Tem Fouche asked about emergency response plans for council members, expressing concern about knowing what to do during emergencies. Ms. Parrish mentioned plans to form a Citizen Emergency Response Team (CERT) with trained volunteers, noting that while many community members wanted to help during Hurricane Helene, the lack of pre-planning made it difficult to effectively utilize volunteers.

Public Comment

Dr. Mary Standaert (118 Shenandoah Terrace), a full-time Montreat resident and registered voter, took to the podium once more to address the discrepancy in the mayor's summary of the July 10th meeting. She meticulously outlined the multiple inaccuracies in the initial summary, emphasizing that it erroneously suggested she had asked the Council to dismiss a member, which was not the case. Additionally, the summary incorrectly attributed a gender to the Council member involved, which had never been specified by Dr. Standaert in her original remarks.

Following the meeting, Dr. Standaert arranged a meeting with Commissioner Alexander and Town Manager Parrish on July 15th to address these inaccuracies formally. During the meeting, she requested a public retraction and apology for the initial misstatement. However, she was informed by the Town Manager that the Town Council had reached a consensus not to issue a retraction or apology. Instead, several iterations of the summary were subsequently posted on the official Montreat town website, all dated July 11th, without any

indication or acknowledgment in the headings that corrections had been made. Dr. Standaert found this troubling, particularly as the iterations continued to misrepresent key details, including the identity of the individual who received the phone call and the actual date of her public comment.

Despite these concerns, Dr. Standaert expressed appreciation for Mayor Helms' public apology at the beginning of the meeting, acknowledging his admission of the error and the subsequent correction made within two hours of it being reported. The mayor also clarified that the minutes from the meeting had been updated to accurately reflect her full statement. Dr. Standaert reiterated the importance of maintaining accurate public records on the official town website, emphasizing that details matter greatly and that getting it right is crucial. She concluded her remarks by thanking those present, as well as participants via Zoom, and acknowledged the efforts of the Town Manager and Town Clerk for ensuring her comments from the July 10th meeting were entered accurately into the official minutes.

Commissioner Communications

Commissioner Blake thanked town staff for relocating a sign to make it more visible at the town entrance, indicating that Montreat is a 20-mile per hour community. He emphasized the importance of making this information clear, especially with many new cars arriving at the college.

Mayor Helms thanked the police department for implementing a three-way stop at the intersection of West Virginia Terrace and Greybeard Trail, which had previously been a blind road. He noted that he could observe from his home that drivers were slowing down at the new stop signs.

Commissioner Widmer announced that the police department survey had received 292 responses and thanked residents for participating. He noted that the information would be shared in the future.

Dates to Remember

Mayor Helms reviewed upcoming dates:

- Board of Adjustment – Thursday, August 28th, 2025, at 5:00 p.m. in Town Hall with Zoom options (tentative)
- Town Hall Closed, September 1st, 2025, in observance of Labor Day
- Landcare - Wednesday, September 3rd, 2025, at 9:00 a.m. in Town Hall with Zoom options
- Tree Board - Tuesday, September 9th, 2025, at 9:00 a.m. in Town Hall with Zoom options
- September Town Council Meeting – Thursday, September 11th, 2025, at 6:00 p.m. in Town Hall with Zoom options (Public Forum at 5:30 p.m.)
- Board of Adjustment – Thursday, September 25th, 2025, at 5:00 p.m. in Town Hall with Zoom options (tentative)

Closed Session

Commissioner Jane Alexander moved to go into closed session in accordance with NCGS §143-318.11(6) for discussion of a personnel matter and discussion of existing litigation specifically Hamilton v. Burns pending in the North Carolina Court of Appeals. Commissioner Blake seconded. The motion carried unanimously.

The Council entered closed session and indicated they would reconvene afterward, though no announcements were expected.

The Council returned to open session at 7:13 p.m. There was no business to discuss. The meeting was adjourned at 7:13 p.m.

Tim Helms, Mayor

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 August 2025

Monthly Statistics	2024	2025
Public Meetings	4	5
Public Records Requests Processed	4	3
Water Bills Processed & Mailed	658	632
Water Bills Processed & Emailed	42	77
Leak Adjustments	2	2
Sunshine List Messages	9	14
Website Posts	9	14
Social Media Posts	9	14

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 August 2025

Monthly Statistics	2024	2025
Building Permits Issued	5	10
Pending Building Permits	0	0
Building Inspections Performed	36	22
Stop Work Order 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

0

Staff Communications

0



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**ADMINISTRATIVE REPORTS:
STREETS**

Streets Department report for the month of August 2025

Monthly Statistics	2024	2025
Public Trees Removed	8	7
Sand Applied to Roads (tons)	0	0
Ice Melt Applied to Roads (pounds)	0	0
Road Closures	2	4

Comments

0

Staff Communictactions:

0



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ADMINISTRATIVE REPORTS: WATER AND PUBLIC WORKS

Water and Public Works report for the month of August 2025

Monthly Statistics	2024	2025
Calls for Service	64	32
Water Leaks Repaired	0	2
New Water Lines Installed	0	0
Water Meter Replacements	30	2
Gallons of Water Produced	3,410,573	2,614,665
Hours Pumped (11 wells combined)	2,030	1,432
Water Samples Taken	5	5

Comments

0



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**ADMINISTRATIVE REPORTS:
 SANITATION**

Sanitation Department report for the month of August 2025

Monthly Statistics	2024	2025
Tons of Curbside Trash Collected	17.69	17.62
Tons of Curbside Recycling Collected	14.24	3.32
Unique Curbside Sanitation Stops	1760	1720
Special Pickup Stops	13	5
Bagged Leaf Pickup	108	96
Brush Pickup (cubic yards)	4 Loads	3 Loads
Hauling Fees	5622.5	6298.3
Tipping Fees	2307.29	3013.7
Dumpster Rental Fees	217.63	515.02
Convenience Center Usage-Trash	9.92	8.18
Convenience Center Usage-Recycle	2.86	1.29

Comments:

0



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**ADMINISTRATIVE REPORTS:
ZONING ADMINISTRATION**

Zoning Administration report for the month of August 2025

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

Comments

0



August 2025 - MONTH 2 OF FISCAL YEAR 2025-2026

REVENUES

Fund	Fund #	Original		YTD Projected		YTD Collected	YTD Actual Percentage	Difference
		Budget	Current Budget	Budget Amount	Budget Percentage			
GENERAL FUND	10	2,077,915.00	2,154,615.00	359,102.50	16.67%	165,480.54	7.68%	(193,621.96)
WATER FUND	30	424,900.00	424,900.00	70,816.67	16.67%	76,870.00	18.09%	6,053.33
TOTAL REVENUES GENERAL & WATER FUNDS		2,502,815.00	2,579,515.00	429,919.17	16.67%	242,350.54	9.40%	(187,568.63)

EXPENSES

Dept Name	Fund #	Original		YTD Projected		YTD Exp	YTD Actual Percentage	Difference
		Budget	Current Budget	Budget Amount	Budget Percentage			
GOVERNING BODY	10	53,222.00	53,222.00	8,870.33	16.67%	7,543.19	14.17%	1,327.14
ADMINISTRATION	10	560,714.00	560,714.00	93,452.33	16.67%	115,419.22	20.58%	(21,966.89)
PUBLIC BUILDINGS	10	128,097.00	128,097.00	21,349.50	16.67%	38,586.68	30.12%	(17,237.18)
POLICE	10	539,521.00	539,521.00	89,920.17	16.67%	94,304.67	17.48%	(4,384.50)
BUILDING AND ZONING	10	99,900.00	99,900.00	16,650.00	16.67%	14,680.50	14.70%	1,969.50
PUBLIC WORKS	10	152,142.00	152,142.00	25,357.00	16.67%	27,821.18	18.29%	(2,464.18)
STREET	10	313,369.00	390,069.00	65,011.50	16.67%	46,556.96	11.94%	18,454.54
SANITATION	10	208,900.00	208,900.00	34,816.67	16.67%	47,513.67	22.74%	(12,697.00)
ENVIRON,CONS,REC	10	22,050.00	22,050.00	3,675.00	16.67%	6,263.99	28.41%	(2,588.99)
TOTAL EXPENSES GENERAL FUND		2,077,915.00	2,154,615.00	359,102.50	16.67%	398,690.06	18.50%	(39,587.56)

Dept Name	Fund #	Original		YTD Projected		YTD Exp	YTD Actual Percentage	Difference
		Budget	Budget	Budget Amount	Budget Percentage			
WATER	30	424,900.00	424,900.00	70,816.67	16.67%	41,739.21	9.82%	29,077.46
TOTAL EXPENSES WATER FUND		424,900.00	424,900.00	70,816.67	16.67%	41,739.21	9.82%	29,077.46
TOTAL EXPENSES GENERAL & WATER FUNDS			\$2,579,515.00	\$429,919.17	16.67%	\$440,429.27	17.07%	(\$10,510.10)

GENERAL FUND INCOME/LOSS - YTD (\$233,209.52)
WATER FUND INCOME/LOSS - YTD \$35,130.79
NET INCOME - YTD 2026 (\$198,078.73)

SPECIAL PROJECTS								
Project	Fund #	Budget	This Month Actual	Amount Spent To Date	Balance Remaining			% Spent
LANDCARE	26	121,487.08	2,300.00	2,300.00	119,187.08			1.89%
Hurricane Helene - Prof. Services	29	100,000.00	33,457.67	40,347.10	59,652.90			
Helene Consultants	29	65,000.00	7,212.73	34,941.33	30,058.67			
Helene Materials	29	77,587.18	9,362.30	9,604.64	67,982.54			
TOTAL SPECIAL PROJECTS		\$ 364,074.26	\$ 52,332.70	\$ 87,193.07	\$ 276,881.19			23.95%



**TOWN OF
MONTREAT**
NORTH CAROLINA

Tax Receipts

Date of Deposit	Jul-24	Jul-25	% +/-	Aug-24	Aug-25	% +/-	Sep-24	Sep-25	% +/-	Oct-24	Oct-25	% +/-
AdVal/RMV (Includes Sp Assess&Ded Fees)	111.47	4,578.68	98%	8,739.19	8,009.73	-9%	97,986.59		#DIV/0!	113,200.78		#DIV/0!
Sales	48,034.28	50,685.55	5%	51,571.85	50,411.97	-2%	53,793.50		#DIV/0!	50,660.91		#DIV/0!
Solid Waste (Quarterly)				189.97	191.63	1%						
Utility Fran (Quarterly)							23,912.62		#DIV/0!			
Wine/Beer (Annual- May)												

QE 6/30/24

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

August Building Permit Information

Permit Number	Date	Name	Property Address	Permit Type	Project	Zoning Approval	Cost	PI N	CONTRACTORS	Fee Amount
6178	8/5/2025	Anne Stallworth	429 W Virginia Terr	bldg	resid remodel	n	\$ 130,000		DSH Construction	\$ 1,450.00
6179	8/7/2025	Ed Beasley	99 Kanawha Dr	Gas	line extension	n			Blossman Gas	\$ 100
6180	8/7/2025	Karen Jordan	390 Oklahoma Rd	electrical	service upgrade/car charger	n			Voth Electric	\$ 100
6181	8/13/2025	John & Eliz Walkup	508 SC Terrace	bldg	resid remodel/repairs	n	\$ 37,961		Blk Mtn Handyman	\$ 228
6182	8/21/2025	Danilo Holdings LLC	137 Kanawha Dr	elect/plumb	water heater replacement	n			TP Howard	\$ 100
6183	8/20/2025	Chris Swezey	425 WV Terrace	bldg	resid renovations	n	\$ 102,000		Koa Construction	\$ 3,850
6184	8/26/2025	Saradee Bowen/Tom	312 Lookout Rd	bldg	resid renovations	n	\$ 2,000		owner	\$ 300
6185	8/27/2025	Charles Tennent	520 Kentucky Rd	bldg	resid repairs	n	\$ 7,952		BM Handyman	\$ 200
6186	8/27/2025	Karen Jordan	390 Oklahoma Rd	bldg	resid renovations	n	\$ 230,896		Semper Fi Custom Rem	\$ 2,055
6187	8/28/2025	Hestir & Norris	192 Mississippi Rd	bldg	resid remodel	n	\$ 25,748		Blk Mtn Handyman	\$ 415

MONTREAT POLICE DEPARTMENT MONTHLY STATISTICS - AUGUST 2025



# OF CALLS	CALL NATURE
4	ALARM
50	ADMIN / MAINTENANCE
4	ASSIST EOC
14	ASSIST MOTORIST
14	ASSIST OTHER AGENCY
7	COMMUNITY OUTREACH
15	CONTACT PUBLIC
4	DIRECT TRAFFIC
1	DOMESTIC ANIMAL PROBLEM
3	FOLLOW UP INVESTIGATION
20	FOOT PATROL
4	IMPROPER PARKING
9	INVESTIGATE
1	LOUD NOISE
1	MOTOR VEHICLE CRASH
116	PROPERTY CHECK
1	SUSPICIOUS PERSON
3	SUSPICIOUS VEHICLE
12	TRAFFIC ENFORCEMENT
59	TRAFFIC STOP
2	WELFARE CHECK
6	WILDLIFE

350

TOTAL # OF CALLS

This proposal is with regard to restoring the destroyed parapets, or side wall sections of the six bridges over Flat Creek along Assembly Drive. We request that the parapets be upgraded and constructed with the goal of replicating the original round river rock designs first built by Dr. R. C. Anderson and still prevalent in Montreat today. Their style is intrinsic to the beauty and uniqueness of Montreat. These now destroyed bridge superstructures could effectively be replaced with stone and mortar reminiscent of the original stonework all around Montreat, now respectfully known as "Montreat Style." (see photos.)

During the early development of Montreat after the Presbyterians officially took operational control of it in 1907, Dr. Anderson soon lead construction efforts of Montreat's institutional buildings, including retaining walls along newly cut roads for vehicle and pedestrian access, as well as to contain a lake. His idea to use stone to replace wood was due in part to the constant loss of buildings and bridges due to fires and floods. He developed a way to use local river rock and employed it as a major part of the designs; with the help of Asheville architects and engineers, Montreat's major infrastructures including walls, columns, bridges, and so on were built in the same fashion. One Buncombe County architectural history expert recently commented that nowhere in all of North Carolina has he ever seen as unique a style of building a community as this one. In fact, one might suggest that Montreat's architecture is unique within the United States, and should be cherished and protected in accordance with the "spirit" of Montreat.

All the original parapets for bridges in Montreat were built with local round river rock in a design that included a central arch, flanked on either end by a large round column with a domed top. Today, only one small footbridge remains, located at the corner of Assembly Dr. and Louisiana Rd. The side sections were low back then, as noted in the photograph from Anderson's book of 1947, and oftentimes rows of small sharp rocks were added along the tops of the walls to discourage people from sitting on them. This proposal suggests being true to those original design elements, and at the same time build new construction aligned to meet current conditions and all code requirements. Variety at each location will enhance each bridge setting which can be designed to blend into each roadside landscape requirements.

In a recent meeting with Barry Creasman, Head of Public Works for the Town, to inquire about the possibility of restoring the bridges to their original design, he noted that he had already addressed the strength of the substructures of all six sites shortly after Hurricane Helene impacted further destruction. As a test of his concern he drove a 40 ton tractor over each of the roadbeds to see how they were holding up. He found that all six sites were soundly intact with no weight problems on any of the roads or bridge substructures. Of

course, there are issues at each site requiring other repairs that must be addressed, and are not a part of this proposal.

This request to the Town Council is to ask that you consider and adopt an action that the design and construction of the currently needed replacements of the superstructure of these important Flat Creek bridges be done in "Montreat Style,' using round river rock in the design of the original stone bridges that graced Montreat in the early days. To replicate these lovely curved structures for public enjoyment will be a great testament of the Town's willingness to restore and maintain Montreat's uniquely original character in honor of its original conception.

We understand that FEMA has provided funds for restoration of the bridges, but only to return them to the state they were in just before the storm. Therefore, the subject of funding needs to be addressed, and this proposal suggests that a plan be made so that the Town can ask for charitable donations from any who love Montreat. Indeed, there is already one committed pledge from a citizen for enough money to completely restore the Bridge at Lookout Rd. and Assembly Dr. The stonemason already contracted to replace that bridge, Randy Holyfield, is experienced in working with rounded river rock. He is highly enthusiastic about the prospect of doing it for these bridges and is hoping to see the project approved.

The intention of this proposal is to introduce a more long-term project for all six bridges, but, at the same time it suggests to focus on only **one bridge at a time**, thus making restoration easier and making fundraising more doable and palatable. It aims to get the Montreat community involved. This includes cottage owners, institutions, conferees, and any lovers of Montreat who want to become a part of it. Commemorative plaques could be installed into each new bridge.



Overflow of Lake Susan. Hard surface road and concrete bridge.

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Photo #1
Rüero Rock Bridge
at Cookout Rd. &
Assembly Dr.
completed 1925.
(RC Anderson's book)

week.

the most popular of the conferences set up by the agen-

[59]

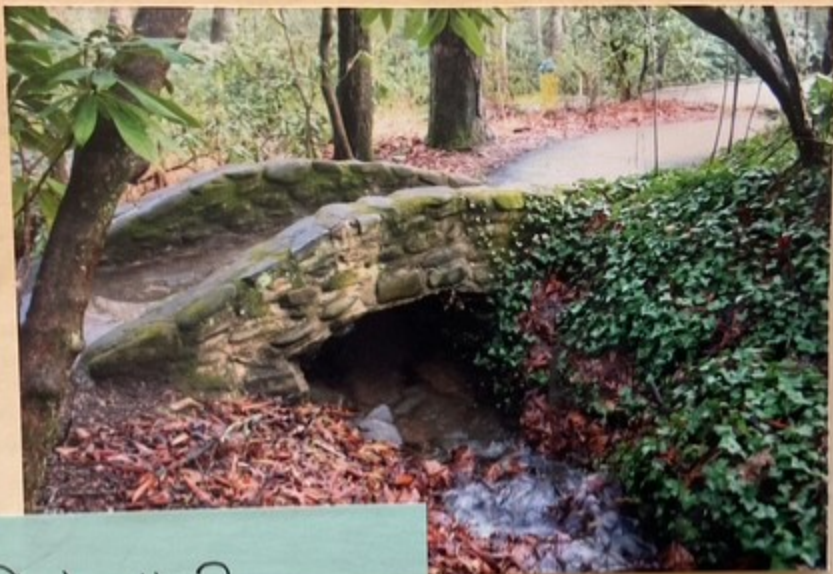
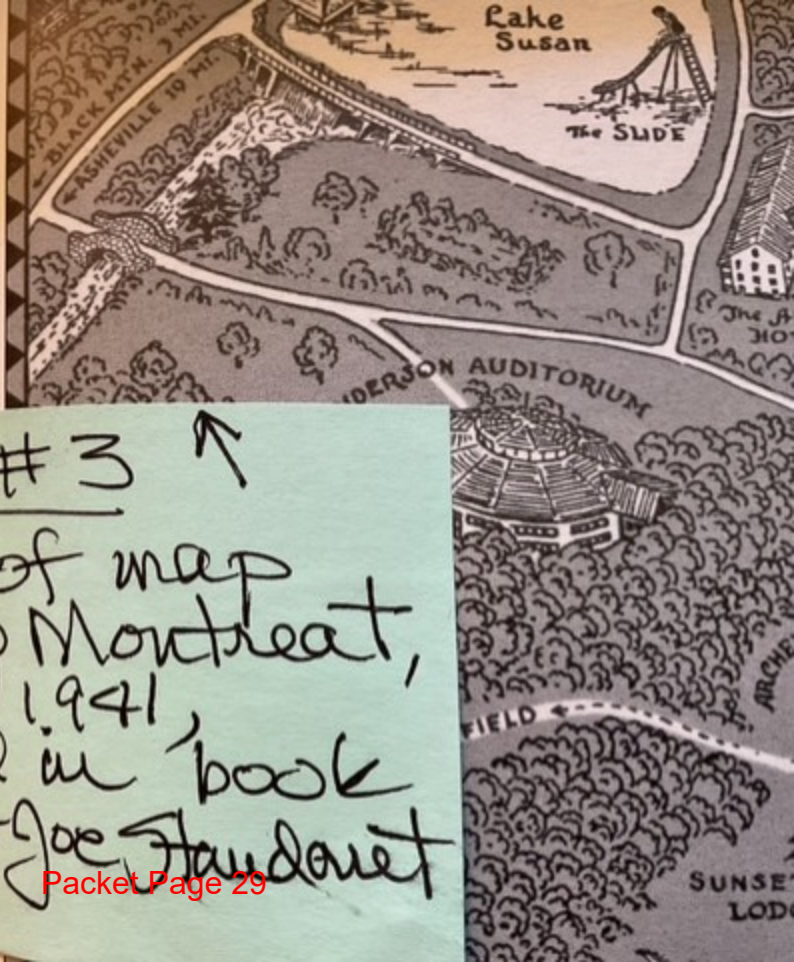


Photo #2
Remaining original
footbridge, corner
of Louisiana Rd.
and Assembly Dr.

30, 1912, Dr.
son and William
ased the 28-acre
ve and lodge
ned by John Hu
opened Camp
Girls on the pro
oad (the prese
ball field). (BI

Photo # 3 ↑
detail of map
of Camp Montreat,
published 1941,
featured in book
by Mary + Joe Handout

Packet Page 29



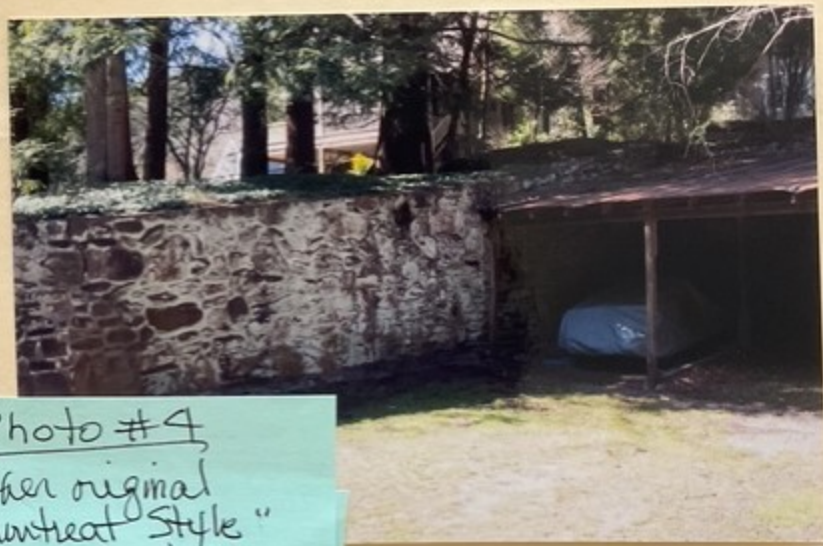


Photo #4

Other original
"Montreat Style"
stone structures
Along Assembly Dr.

Packet Page 30

**TOWN OF MONTREAT
FISCAL YEAR 2025-2026
BUDGET AMENDMENT #2**

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 – Fund 29

Purpose:

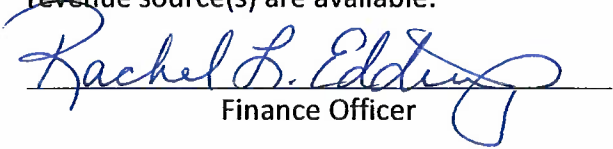
- To include and appropriate: DST Cashflow loan (\$79,654.91) and Helene Donations (\$31,183.75) to September 3, 2025.

Section 1. To amend the General Fund as follows:

Line Item	Account Number	Amount Decrease	Amount Increase	Amended Budget
Add to Budget: DST Cashflow loan	10-3310-200		\$79,654.91	\$79,654.91
Materials	10-5550-752		\$79,654.91	\$79,654.91
Contributions – Helene	10-3300-400		\$31,183.75	\$31,183.75
Materials	10-5550-752		\$31,183.75	\$110,838.66
Transfer to Fund 29: Materials	10-5550-752	\$110,838.66		
Professional Services	29-5600-040		\$110,838.66	\$210,838.66

Notes: Move Cashflow Loan Round 2 and Helene Donations through September 3, 2025, to Fund 29 – Helene Recovery – Professional Services

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


Finance Officer

9/3/25
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

Utility Billing Write-Off
September 3, 2025

Account Number	Amount Due	Date Incurred
02-004100-03	16.21	1/1/2019
02-004150-01	0.59	4/1/2024
24823/02-007600-12	44.73	10/9/2018
24892/02-007600-14	27.76	6/19/2019
02-008400-06	29.11	9/1/2014
25032/02-008500-02	27.76	1/14/2021
02-008900-01	11.83	8/29/2019
02-009700-02	27.93	11/24/2014
02-009800-04	26.26	2/24/2016
03-000100-01	36.45	19-Jan
03-001500-02	37.34	19-Sep
03-003500-02	27.07	Jun-18
03-003600-01	41.44	Sep-18
03-006350-01	50.3	Dec-19
03-011600-01	26.93	Jun-18
03-010500-01	20.94	Aug-19
03-011900-01	47.77	Sep-17
03-012400-01	20.68	Jul-17
03-013800-05	25.16	Apr-20
03-015300-01	36.12	Sep-17
04-000600-04	27.76	Oct-19
04-000800-01	26.51	Jun-18
04-004200-03	27.41	Jul-19

Utility Billing Write-Off
September 3, 2025

04-007200-10	43.41	May-18
04-007200-11	31.03	May-20
05-004400-08	12.73	Sep-17
05-004400-10	27.76	Aug-20
05-004800-01	14.62	3/14/2024
05-005800-02	37.55	Apr-18
06-004100-03	27.76	Aug-19
06-009700-08	27.53	Aug-18
06-009700-09	3.12	Nov-18
06-009700-12	27.76	Aug-20
06-009900-15	17.43	Apr-20
06-019000-02	28.21	Mar-22
02-002000-02	50.01	12/1/2019
2005/02-002600-01	86.03	8/1/2019
24938/02-002600-02	87.24	5/11/2020
24599/02-003900-02	160.02	7/1/2022
24727/02-005900-01	71.82	1/1/2020
24490/02-007600-06	58.61	5/26/2015
24671/02-007600-09	85.72	1/17/2025
8024/02-007900-02	50.06	1/1/2017
24513/02-008400-05	698.33	10/23/2018
02-009800-05	64.84	9/11/2020
02-010300-01	80.48	1/1/2022
03-003100-01	93.48	12/1/2017

Utility Billing Write-Off
September 3, 2025

03-004900-02	94.7	3/1/2021
03-005600-01	51.94	Sep-17
03-006150-04	56.02	10/7/2019
03-008700-04	83.89	5/26/2015
03-008700-06	58.12	5/26/2016
03-008700-09	82.91	8/1/2017
03-008700-13	25.52	7/1/2019
03-008700-15	47.98	7/1/2020
03-013800-04	95.66	Jul-19
03-013800-06	27.76	Aug-20
03-013800-08	27.76	Oct-21
04-005800-10	27.76	Aug-19
04-005800-12	27.76	Aug-20
06-009900-12	36.97	Aug-18
06-009900-14	27.76	Aug-19
06-009900-16	27.76	Aug-20
06-009900-17	69.38	Jun-21
03-008700-10	118.96	Jun-18
03-008700-12	137.25	Apr-19
03-008700-14	123.29	Apr-20
03-008700-16	110.75	Jun-21
03-008900-02	124.56	Aug-21
04-000400-03	355.34	5/26/2016
04-003500-02	55.89	10/11/2017

Utility Billing Write-Off
September 3, 2025

04-004000-02	145.19	7/13/2020
04-005800-08	96.93	Jun-18
04-005800-09	205.88	Apr-19
04-007000-03	89.42	Jul-19
05-005300-04	53.75	Dec-20
05-005600-01	346.46	Aug-21
06-004100-02	86.25	Jun-18
06-005900-02	69.14	Oct-19
06-006500-01	79.53	Sep-17
06-009700-07	98.64	May-18
06-009700-11	121.79	Jun-20
06-009900-11	306.59	Mar-18
06-009900-13	332.29	Apr-19
06-010300-03	155.17	Dec-17
06-011500-01	109.23	Dec-21
06-011700-04	107.18	Nov-14
06-011900-01	55.99	Jan-19
06-013300-01	77.02	Oct-18
04-006500-01	23.69	Sep-24
06-015500-02	219.16	Jun-18
7224.6		

Finance Officer

STATE CASHFLOW LOANS FOR DISASTER RESPONSE ACTIVITIES TO LOCAL GOVERNMENTS

LOAN AGREEMENT (ROUND 3)

BETWEEN

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

AND

THE TOWN OF MONTREAT, NORTH CAROLINA

Loan Round: Round 3
Round 3 Loan Number: Montreat-Round3Loan-6466
Round 3 Loan Date: _____
Round 3 Loan Amount: \$65,471.62

REPAYMENT TERMS:

- **\$1 by the first anniversary of the Round 3 Loan Date**
- **10% of the Round 3 Loan Amount by June 30, 2027**
- **20% of the Round 3 Loan Amount by June 30, 2028**
- **30% of the Round 3 Loan Amount by June 30, 2029**
- **40% (less \$1) of the Round 3 Loan Amount by the earlier of the fifth anniversary of the Round 3 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 **\$65,471.62** 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 3 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 **\$65,471.62**.
- 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
Jeff Poley Director of Disaster Services and Rural Economic Development Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 410-3044 Email: helenecashflowloans@nctreasurer.com	Jeff Poley Director of Disaster Services and Rural Economic Development Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 410-3044 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 3 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 3 Loan Amount in full prior to the earlier of the following two dates: (i) the five-year anniversary of the Round 3 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

Jeff Poley

Director of Disaster Services and Rural Economic Development

ATTACHMENT A

**RESOLUTION TO APPROVE ROUND 3 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 3 of the Loan Program are required to execute a Round 3 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 3 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 3 Loan Number: **Montreat-Round3Loan-6466**
Round 3 Loan Amount: **\$65,471.62**

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 3 Loan Amount: **\$65,471.62**. 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 3 Loan Date**
- **10% of the Round 3 Loan Amount by June 30, 2027**
- **20% of the Round 3 Loan Amount by June 30, 2028**
- **30% of the Round 3 Amount by June 30, 2029**
- **40% (less \$1) of the Round 3 Loan Amount by the earlier of the fifth anniversary of the Round 3 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. 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: \$65,471.62	Contract/Reference Number: Montreat-Round3Loan-6466
Date Wire Processed:	Source: Tranche 2

3200 Atlantic Avenue • Raleigh, North Carolina 27604
Courier #56-20-45 • Telephone: (919) 814-4000 • Fax: (919) 855-5809 • www.NCTreasurer.gov