

**Town of Montreat
Board of Commissioners Meeting – Public Forum
August 13, 2026 – 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
August 13, 2026 – 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
- July 9, 2026, Public Forum Meeting Minutes
 - July 9, 2026, Regular Meeting Minutes
 - July 17, 2026, Special 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
- Police
- Permitting/Inspection Data from Buncombe County

VII. Public Comment

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

VIII. Old Business

IX. New Business

A. Black Mountain Police Department Commendation – Officers Bocanegra & Ammons

- **Presenters:** Justyn Whitson
- **See Agenda Materials on page 38**

B. Resolution 26-08-0001 Declaring Surplus Property for Donation

- **Presenters:** Justyn Whitson
- **See Agenda Materials on pages 39-40**
- ***Suggested Motion: Move to approve/deny Resolution #26-08-0001 authorizing surplus property for donation***

C. Texas Road Traffic and Parking Ordinance 26-08-0001

- **Presenter:** Justyn Whitson
- **See Agenda Materials on pages 41-42**
- ***Suggested Motion: Move to approve/deny Ordinance 26-08-0001 to establish a one-way traffic pattern and parking restrictions on a portion of Texas Road***

D. Annual Tax Collection Order

- **Presenter:** Savannah Parrish
- **See Agenda Materials on pages 43-44**
- ***Suggested Motion: Move to approve/deny Annual Tax Collection Order as presented***

E. Budget Amendment # 2 Helene, Stone Bridges, and Town Hall Landscaping Donations

- **Presenter:** Savannah Parrish

- See Agenda Materials on page 45
- *Suggested Motion: Move to approve/deny Budget Amendment #2*

F. Solid Waste Disposal and Refuse Collection Ordinance Updates

- **Presenter:** Savannah Parrish
- See Agenda Materials on pages 46 - 51
- *Suggested Motion: Move to approve/deny the updates to the Solid Waste Disposal and Refuse Collection ordinance*

G. Flat Creek Crossing – NC Parks and Recreation Trust Fund’s Helene Recovery Fund Project Agreement

- **Presenter:** Savannah Parrish
- See Agenda Materials on pages 52-95
- *Suggested Motion: Move to accept/decline the NC Parks and Recreation Trust Fund’s Helene Recovery Funds*

X. Public Comment

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

XI. Commissioner Communications

XII. Dates to Remember

- Board of Adjustment, Thursday, August 27, 2026, 5:00 pm in Town Hall with Zoom options
- Landcare, Wednesday, September 2, 2026, 9:00 am in Town Hall with Zoom options
- Town Offices Closed, Monday, September 7, 2026, in observance of Labor Day. Sanitation services will resume on Tuesday, September 8th.
- Stone Bridge Advisory Committee Meeting, Tuesday, September 8, 2026, 10:00 am in Town Hall
- September Town Council Meeting, Thursday, September 10, 2026, 6:00 pm in Town Hall with Zoom options. Public Forum will begin at 5:30 pm

- **Tree Board, Tuesday, September 15, 2026, 9:00 am – 10:00 am in Town Hall with Zoom options**
- **Board of Adjustment, Thursday, September 24, 2026, 5:00 pm in Town Hall with Zoom options – if needed**

XIII. Adjournment

Board of Commissioners Meeting – Public Forum

July 9, 2026, 5:30 PM - 5:56 PM
Meeting Minutes

Board of Commissioners in Attendance:

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

Board of Commissioners Absent:

Commissioner Tom Widmer

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

Mayor Tim Helms called the July public forum to order on Thursday, July 9, 2026, at 5:30 PM. Mayor Helms led the assembly in a moment of silence, remarking afterward that it was likely the quietest moment he had experienced in the past two weeks, noting the large number of family and friends visiting Montreat for the Fourth of July holiday. He observed that the Fourth of July parade drew a notably large crowd, extending all the way around to Kentucky Road

Agenda Adoption

Motion to adopt the agenda was made by Mayor Pro Tem Kitty Fouche and seconded by Commissioner Jane Alexander. The motion carried unanimously.

Public Comments

Town Manager Savannah Parrish reminded all attendees to ensure their microphones were turned on before speaking.

Patti Pyle, 334 Chapman Road, speaking as Chair of the Flat Creek Crossing Steering Committee under the Landcare Committee, opened by thanking the Town Council for its unanimous and enthusiastic support since the committee first sought permission to explore the idea of building an accessible trail in Montreat. She also extended specific thanks to Town staff members Barry Creasman, Savannah Parrish, Angie Murphy, and Rachel Eddings for their ongoing time, attention, and expertise.

Ms. Pyle then reported on the status of the committee's \$614,000 Helene Recovery Grant award, received from the State Division of Parks and Recreation on March 27th. She acknowledged that circumstances have changed since the green light to apply was given in January, including significant budget constraints and a long list of recovery projects facing the town. She noted that the town's own damage inventory, which catalogued 68 projects, was central to the grant application and contributed to the state giving the committee prioritized consideration over other applicants.

Ms. Pyle outlined the four areas the grant would address:

1. **Bank Stabilization and Restoration** — Stabilizing and restoring the banks of Flat Creek approximately 75 feet upstream toward Memorial Garden, across the creek, and approximately 150 feet downstream to the border of the town maintenance compound. Ms. Pyle noted this work is complex and costly due to serious undercutting and erosion from flooding, steep banks, and limited lateral working space.
2. **Maintenance Compound Fencing** — Installation of fencing with locking gates around the entire maintenance compound to secure the town's equipment and materials stored there.
3. **Riparian Buffer Restoration** — Replanting the riparian buffer zone along Flat Creek, which was completely scoured by Helene. This restoration is critical both for maintaining the creek's water quality and for regulating water temperature to support native aquatic life, which was also a key selection criterion in the grant award.
4. **Bridge Engineering** — Specialized engineering for a new accessible footbridge across the creek from the Memorial Garden, including low-impact design, necessary permitting, and planning for future high-water events.

Ms. Pyle expressed that while the Flat Creek Crossing project could technically proceed without the grant, the four areas identified are contiguous with and functionally interdependent with the Flat Creek Crossing site itself. Completing this work, she argued, would ensure the crossing remains stable and secure for many years to come. She affirmed the committee's strong donor base of over 266 "Friends of Flat Creek Crossing," noted that approximately 20% of the needed matching funds have already been pledged without a formal campaign having begun, and stated that a three-year completion window with potential extensions had been confirmed. Ms. Pyle invited Council members to reach out with questions, walk the site with staff, and take the time needed to carefully review the grant before making a decision.

Letta Jean Taylor, 386 Oklahoma Road, echoed Ms. Pyle's remarks, emphasizing the project's value in making the creek accessible to residents who can no longer navigate rough terrain. She provided historical context, noting that the original bridge was designed to swing away during high water events but was nonetheless lost in Hurricane Helene, and that it connected to a demonstration garden featuring native plantings. She expressed confidence in the fundraising team, noting they had already raised \$400,000 for the project prior to Helene. Ms.

Taylor made a comparison to the Texas Road Bridge grant, observing that when the town chose not to proceed with that project, the grant funds were simply returned to the state, and suggested that accepting the current grant poses minimal risk to the town for the same reason.

Wade Burns, 779 Foreman Siding Road – ETJ, addressed the Council regarding his property's pending conditional zoning application and related litigation. He informed the Council that an appellate court would be reviewing a case brought by a neighboring party against the Town of Montreat, noting that no witnesses or lawyers would be present at Tuesday's court date and that a ruling could take several months.

Mr. Burns stated his intent to reapply for conditional zoning and sought to clarify what he characterized as a misunderstanding surrounding the driveway on his site plan. He explained that a section of the driveway was originally labeled as gravel but was later permitted and paved, and argued that under the zoning ordinance's definitions, impervious coverage—not surface material—is the controlling standard. He maintained that the permitted change did not violate the ordinance.

Mr. Burns also raised a broader concern about the nature of conditional zoning, expressing his understanding that a conditional zoning approval would lock in setbacks, the driveway, and other features, but should not necessarily preclude future improvements—such as adding an elevator shaft—provided such additions meet all applicable setback, height, and stormwater requirements. He requested a meeting with Council and staff to ensure clarity before resubmitting the application, noting that both he and the town share an interest in prevailing in the litigation.

Mayor Helms responded by encouraging Mr. Burns to work through his attorney in coordination with Town staff and to ensure the new application is more specific than the previous submission.

Eric Nichols, 527 Suwannee Drive, requested that the finance committee convene within the next one to two weeks to discuss the town's potential financial exposure in the event that the Flat Creek Crossing fundraising team does not raise the required matching funds within the 36-month grant period. He then underscored the team's track record, noting a \$10,000 donation received that same day. He provided a fundraising history: \$255,000 previously raised from North Carolina Parks and Recreation (the same agency administering the Helene Recovery Fund), and \$134,000 received from individuals, churches, and organizations. He noted the committee's near-perfect grant record, with only one loss attributable to Buncombe County Tourism funds being redirected following Helene.

Following Mr. Nichols' remarks, Mayor Helms proposed that Town Manager Parrish meet with Mayor Pro Tem Fouche and representatives from the Flat Creek Crossing team, with Finance Officer Rachel Eddings included given her expertise on encumbrance and statutory matters, to develop a proposal to bring back to the commissioners—potentially at the August or September meeting. Town Manager Parrish confirmed the approach. Mayor Helms acknowledged the town's difficult financial position, noting that a town budget had not yet been finalized, further complicating any commitments.

Dr. Mary Standaert, 118 Shenandoah Terrace, expressed appreciation for the Council's challenging position and encouraged a transparent public discussion of the Flat Creek Crossing grant. She urged the Council to consider the broader community benefit, including

the safety concern that, without a bridge, hikers using the heavily trafficked path along the creek have no creek crossing option and must pass through the town's maintenance yard—a liability risk for the town. She framed acceptance of the grant as a potentially cost-effective means of addressing both public safety and property maintenance goals.

Town Manager Parrish offered a brief legislative update. She reported that on June 29th, the Town Council approved the Fiscal Year 2026–27 budget. The following day, the North Carolina General Assembly adopted Senate Bill 474, which alters how some local governments calculate property taxes. As a result, Buncombe County is expected to continue using 2021 property values rather than the recently completed revaluation, though the county board had not yet formally acted. The county commissioners were scheduled to meet on July 14th to make that determination officially.

Ms. Parrish explained that because the town would likely be calculating its tax rate using older, lower property values, the town's tax rate would need to increase in order to generate the same amount of revenue originally budgeted. She was clear that this does not represent a tax increase beyond what was planned, but simply a rate adjustment necessitated by the legislative change. She noted a special town meeting was tentatively scheduled for July 17th at 10:00 AM to amend the budget and adopt a revised tax rate, so that the county could prepare accurate property tax bills. She offered to answer questions and encouraged residents to contact her directly.

There being no further public comments, the mayor entertained a motion to adjourn the Public Forum until the regular meeting at 6:00 PM.

*Motion by Commissioner Mason Blake to adjourn the Public Forum until 6:00 PM.
Seconded by Commissioner Jane Alexander. Motion carried unanimously. Meeting was adjourned at 5:56 P.M.*

Tim Helms. Mayor

Angie Murphy, Town Clerk

Town of Montreat
Board of Commissioners – Town Council Meeting
July 9, 2026 – 6:00 PM
Meeting Minutes

Board of Commissioners in Attendance:

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

Board of Commissioners Absent:

Commissioner Tom Widmer

Town Staff in Attendance:

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

Members of the Public in Attendance:

Approximately 15 people

Call to Order

Mayor Tim Helms called the regular meeting to order at 6:00 PM and led those present in the Pledge of Allegiance.

Agenda Adoption

Mayor Helms called for a motion to adopt the agenda as presented.

Motion by Commissioner Mason Jane Alexander to adopt the agenda as presented.

Seconded by Commissioner Mason Blake. Motion carried unanimously.

Consent Agenda

Town Manager Savannah Parrish presented the consent agenda, which included the June 11, 2026, public forum meeting minutes, the June 11, 2026, regular meeting minutes, and the June 29, 2026, special meeting minutes.

Ms. Parrish also offered brief announcements: the bulk pickup/white goods event was successfully completed, though it required two full days due to a heavy volume of items; a new public works employee named Hunter White had joined the team full time after several weeks of part-time service; candidate filing for elected office closes July 17th (see Buncombe County's election services website for details); residents are reminded to properly latch their trash bins or face fines, including property owners whose renters fail to comply; letters were mailed to property owners with storm water control measures notifying them of resumed inspections; and the Cottagers Annual Meeting is scheduled for Saturday, July 18th at 10:00 AM in Upper Anderson.

There were no comments or questions concerning the Administrative Reports.

Public Comment

Eric Nichols, 527 Suwannee Drive, Mr. Nichols offered a brief remark welcoming the energy of the conference season and humorously noting it is equally welcome when it departs.

Tanner Pickett, representing Montreat Conference Center, noted they are approximately halfway through the busy conference season. He stated that the Conference Center has been actively reminding attendees to stay aware of traffic and pedestrian safety. He extended thanks to the town and its citizens and specifically commended the cooperation of public works and the police department in making the Fourth of July parade a success.

New Business

Review of and Discussion of the Residential Waste and Recycled Material Collection and Disposal Services Proposal

Town Manager Parrish presented a proposal to engage Consolidated Waste Services (CWS) as a contractor for sanitation services. She introduced Morgan Alexander, Vice President of Consolidated Waste Services, who was present to answer questions. Ms. Parrish clarified that Council approval would authorize her to enter into contract negotiations—not finalize a contract—and that a commissioner and the town attorney could be involved in that process.

Ms. Parrish emphasized that resident-facing service issues, such as missed pickups or backdoor service requests, would continue to be handled directly through Town Hall staff, ensuring no change in the resident experience.

Mayor Pro Tem Fouche asked whether CWS staff had physically driven Montreat's roads. Ms. Alexander confirmed that she had done so with Public Works Director Barry Creasman, noting that Montreat is similar to other communities CWS serves, such as Lake Junaluska and Maggie Valley. She described Montreat as a "boutique township" with small roads, bear-proof cans, and backdoor service—characteristics CWS is familiar with. She confirmed CWS

would use a small residential compactor truck, back up on roads where turning is not possible, and use a separate vehicle for recycling collection. She confirmed recycling would be taken to Curbie Recycling.

Public Works Director Barry Creasman noted he had technical contract-related items to address but would handle those in the contract negotiation process with Town Manager Parrish rather than at the meeting.

Motion to authorize the Town Manager to enter into contract negotiations with Consolidated Waste Services for residential waste, recycling, collection, and disposal services was made by Commissioner Jane Alexander and seconded by Commissioner Mason Blake. The motion carried unanimously.

Discussion of the Zoning Administrator / Project Manager Position

Town Manager Parrish presented a proposal to convert the part-time Zoning Administrator role into a full-time Zoning Administrator, Code Enforcement Officer, and Project Manager position. She cited the high market demand for planners and the difficulty in retaining part-time professionals, noting that the previous administrator, Shelly, left for a full-time position elsewhere. Ms. Parrish stated it is not feasible to continue the arrangement with Land of Sky Regional Council on a long-term basis.

From a financial standpoint, she noted that the current Land of Sky contract for 24 hours per week costs approximately \$87,972 annually. A full-time hire with benefits is projected to come in at roughly the same cost—approximately \$87,000—while providing full-time dedication, code enforcement capacity, project management support, and some grant writing.

Mayor Pro Tem Fouche inquired about the possibility of combining the zoning role with building inspections. Ms. Parrish responded that finding a candidate holding both a Level 3 building inspections license and a Certified Zoning Official credential would be highly unlikely.

Commissioner Mason Blake offered strong support, arguing that the revolving door of contracted planning directors has resulted in a lack of institutional commitment and has contributed to costly litigation. He expressed confidence that even a mid-career professional staying one to two years would provide sufficient momentum to advance long-term ordinance goals and reduce the risk of errors that lead to legal exposure.

Motion to approve hiring a full-time Zoning Administrator with additional duties as outlined was made by Commissioner Mason Blake and seconded by Commissioner Grant Dasher. The motion carried unanimously.

Memorandum of Agreement and Resolution for Disaster Recovery Services

Town Manager Parrish presented a Memorandum of Agreement between the Town of Montreat and the North Carolina League of Municipalities for disaster recovery services, offered at no cost to municipalities impacted by Tropical Storm Helene. The agreement would allow the town to work with Parker Poe, a law firm engaged by the League, on several disaster recovery-related items. Ms. Parrish identified the storm water ordinance rewrite as the most important of these, noting that Town Attorney Brandon has no objection to

surrendering the storm water ordinance work to Parker Poe. All resulting ordinance drafts would be reviewed by the town's own attorney before being brought to Council for approval.

Motion to approve the Memorandum of Agreement and Resolution between the Town of Montreat and the North Carolina League of Municipalities for Disaster Recovery Services was made by Mayor Pro Tem Kitty Fouche and seconded by Commissioner Jane Alexander. The motion carried unanimously.

Discussion of the Buncombe-Madison Regional Hazard Mitigation Plan

Town Manager Parrish presented the Buncombe-Madison Regional Hazard Mitigation Plan, a routine FEMA requirement in which the town has participated previously, with the last plan adopted in 2018. She noted that Buncombe County Planning Director Nate Pennington has served as her point of contact throughout the process. Adopting the resolution keeps the town eligible for FEMA mitigation grants and does not obligate any new spending.

Motion to approve the resolution adopting the Buncombe-Madison Regional Hazard Mitigation Plan was made by Commissioner Grant Dasher and seconded by Commissioner Jane Alexander. The motion carried unanimously.

Budget Amendment No. 1

Town Manager Parrish presented Budget Amendment No. 1 for the new fiscal year, which incorporates previously received donations associated with the Treasured Tree Project and the Hemlock Project into the budget, allowing the Tree Board to utilize those funds as needed

Motion to approve Budget Amendment No. 1 was made by Mayor Pro Tem Kitty Fouche and seconded by Commissioner Mason Blake. The motion carried unanimously.

Discussion of Letter of Intent for SRF Funding

Town Manager Parrish reported that the town is set to receive over \$4,000,000 in State Revolving Funds (SRF) for water infrastructure projects. The Letter of Intent represents an administrative step required by the Department of Environmental Quality (DEQ) to continue moving through the funding process, outlining requirements such as bidding procedures. No additional financial obligation is created by its approval.

Motion to approve the resolution to accept the SRF funding was made by Commissioner Grant Dasher and seconded by Commissioner Mason Blake. The motion carried unanimously.

Mayor Helms recognized the significance of the grant, noting it would benefit Montreat's water system for many years to come

Police Patrol Vehicle Policy

Chief Justyn Whitson presented a comprehensive Patrol Vehicle Policy for the Montreat

Police Department. He described it as a general blanket policy—rather than a standalone take-home vehicle policy—covering vehicle use, maintenance, cleanliness, and all requirements and stipulations for officers. Commissioner Mason Blake commended it as very extensive, thorough, and well done.

Motion to approve the Montreat Patrol Vehicle Policy was made by Commissioner Jane Alexander and seconded by Mayor Pro Tem Kitty Fouche. The motion carried with no opposition.

Consideration of On-Call Engineering

Town Manager Parrish reported that engineering services will be required in connection with the SRF-funded water infrastructure projects, with engineering costs covered by the grant itself. Following a Request for Proposals process, responses were reviewed and narrowed to two finalists: WithersRavenel, currently engaged for FEMA engineering and disaster relief consulting, and Civil Design Concepts (CDC), whose principal Jesse Gardner is known to the town. Staff recommended CDC based on anticipated cost effectiveness and their existing familiarity with Montreat's water system.

Public Works Director Barry Creasman expressed strong support for CDC, citing his direct experience with their work in other nearby communities and describing their infrastructure work as "really top notch."

Motion to enter into a contract with Civil Design Concepts (CDC) for on-call engineering services was made by Commissioner Mason Blake and seconded by Commissioner Jane Alexander. The motion carried unanimously.

Public Comments

Letta Jean Taylor, 386 Oklahoma Road, noted for the record that Montreat previously had a combined zoning official and building inspector for approximately eight years, suggesting such a candidate is not impossible to find. She praised the town staff's performance during the Fourth of July activities and highlighted Public Works' management of the Montreat Gait Race. She specifically noted that seeing a police officer on a bicycle during the post-parade period was effective and suggested that bike patrol could be a worthwhile consideration in future budgets.

Commissioner's Communications

Commissioner Mason Blake addressed Mr. Burns' earlier public comments directly, providing an important clarification on the nature of conditional zoning. He cautioned that conditional zoning is fundamentally different from standard zoning categories, describing it as an overlay ordinance. He explained that the site plan and attached documents become the binding ordinance for that specific property, superseding other provisions, and that the conditional zoning applicant is bound by what is negotiated and reflected in the approved site plan. He stated unequivocally that the paved driveway installed without it being shown on the approved site plan was not permitted under the conditional zoning framework, regardless of

impervious coverage calculations. He strongly encouraged Mr. Burns and his counsel to carefully read the conditional zoning ordinance before reapplying.

Dates to Remember

Mayor Helms noted the following upcoming dates:

- No July Landcare meeting.
- Town offices closed July 3rd.
- Bulk item and white goods curbside pickup: July 7th.
- July Town Council Meeting: Thursday, July 9, 2026, at 6:00 PM (Public Forum at 5:30 PM).
- Tree Board Meeting: Tuesday, July 14, 2026, 9:00–10:00 AM, Town Hall with Zoom option.
- Planning and Zoning Commission: Thursday, July 16, 2026, 10:30 AM–12:00 PM, Town Hall with Zoom option.
- Board of Adjustment: Thursday, July 23, 2026, 5:00 PM, Town Hall, Zoom option if needed.
- Filing period for three commissioner seats: July 6 (opens 8:00 AM) through July 17, 2026 (closes 12:00 noon).

Closed Session

Motion by Commissioner Jane Alexander to enter Closed Session in accordance with NCGS 143-318.11(6) to discuss a personnel matter. Seconded by Commissioner Mason Blake. Motion carried unanimously.

Commissioner Kitty Fouche moved to return to Open Session at 7:03 pm. Commissioner Mason Blake seconded and the motion carried unanimously.

Upon returning to Open Session no official business was discussed.

Adjournment

Motion by Commissioner Mason Blake to adjourn the meeting. Seconded by Commissioner Grant Dasher. Motion carried unanimously. Meeting was adjourned at 7:04 pm.

Mayor Tim Helms

Town Clerk Angie Murphy

Town of Montreat

Board of Commissioners - Special Meeting: FY26-27 Budget Discussion, Amendment & Adoption

July 17, 2026 – 10:00AM

Meeting Minutes

Board of Commissioners in Attendance:

Mayor Tim Helms
Mayor Pro Tem Kitty Fouche
Commissioner Jane Alexander
Commissioner Tom Widmer

Board of Commissioners Absent:

Commissioner Mason Blake
Commissioner Grant Dasher

Town Staff in Attendance:

Savannah Parrish, Town Manager
Angie Murphy, Town Clerk

Members of the Public in Attendance:

Approximately 1 person

Call to Order

The meeting was called to order at 10:00 a.m. Mayor Helms noted that the purpose of the special meeting was to adopt a tax rate and budget.

Agenda Adoption

Motion to approve the agenda was made by Commissioner Alexander and seconded by Commissioner Widmer. The motion carried unanimously 3/0.

Public Hearing

Motion to enter into the public hearing was made by Mayor Pro Tem Kitty Fouche and seconded by Commissioner Alexander Jane Alexander. The motion carried unanimously.

Town Manager Savannah Parrish delivered prepared remarks explaining the necessity of amending the recently adopted budget. She outlined the following sequence of events:

The Town of Montreat had previously adopted the FY 2026–2027 budget using Buncombe County's anticipated 2026 property revaluation, which allowed the Town to adopt a lower tax rate while still generating sufficient revenue. Subsequently, the North Carolina General Assembly enacted legislation requiring certain rapid-growth counties, including Buncombe County, to revert to prior-year property values for taxation purposes rather than applying the new revaluation figures. As a result, the Town was required to adjust its ad valorem tax rate upward to generate the same level of revenue that had been approved in the adopted budget. Town Manager Parrish emphasized that this adjustment would not generate additional revenue beyond what was already budgeted for. It was described as a technical correction necessitated by the lower property values now being applied.

Town Manager Parrish summarized the key budget figures: the total proposed budget remains \$3,020,918, representing a 20.7% increase over the prior year. General fund revenues are projected at \$2,442,818, and the water fund totals \$578,000, reflecting a 36% increase. She noted that approximately \$20,000 was cut from various departmental line items to keep the new ad valorem tax rate from rising further. The new tax rate was set at \$0.535 per \$100 of assessed valuation, up from the previously adopted rate of \$0.43.

Commissioner Tom Widmer confirmed the budget figures and walked through the revenue components affected — specifically, ad valorem property taxes and DMV/personal property taxes — which are the two revenue streams generated through the county's tax billing process.

Commissioner Widmer also referenced a news report in which a legislator who had voted against the General Assembly's moratorium on revaluations remarked that the measure was a political move designed to make municipalities appear to be raising their tax rates. He noted that while Montreat's rate is increasing from \$0.43 to \$0.535 this year, it would be expected to decrease again once the revaluation takes effect — anticipated to occur in the following fiscal year, as the moratorium was enacted for one year only.

Commissioner Widmer stated that the next Montreat Minute would reproduce Town Manager Parrish's prepared remarks to ensure that residents understand the reason for the change.

Commissioner Alexander observed that the absence of public attendees at the hearing likely reflected a degree of community trust in the Board's decision-making.

The public hearing was closed with no members of the public offering comment.

Motion to close the public hearing and return to regular session was made by Commissioner Widmer and seconded by Mayor Pro Tem Fouche. The motion carried unanimously.

Mayor Tim Helms called for a motion.

Motion to adopt the FY 2026–2027 budget and set the ad valorem tax rate at \$0.535 per \$100 of assessed valuation was made by Commissioner Alexander and seconded by Commissioner Widmer. The motion carried unanimously.

Adjournment

Town Manager Parrish noted that a resolution related to a property donation had been on the agenda but was not ready for consideration and would be deferred to the August meeting.

Motion to adjourn was made by Mayor Pro Tem Kitty Fouche and seconded by Commissioner Jane Alexander. The motion carried unanimously.

The meeting was adjourned at 10:12 a.m.

Mayor Tim Helms

Town Clerk Angie Murphy



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 July 2026

Monthly Statistics	2025	2026
Public Meetings	4	6
Public Records Requests Processed	4	1
Water Bills Processed & Mailed	634	619
Water Bills Processed & Emailed	75	99
Leak Adjustments	1	1
Sunshine List Messages	19	19
Website Posts	19	19
Social Media Posts	19	19

Upcoming Events and Schedule Changes

0

Comments

N/A

Staff Communications

0



TOWN OF MONTREAT

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

ADMINISTRATIVE REPORTS: STREETS

Streets Department report for the month of July 2026

Monthly Statistics	2025	2026
Public Trees Removed	4	1
Sand Applied to Roads (tons)	0	0
Ice Melt Applied to Roads (pounds)	0	0
Road Closures	6	4

Comments

0

Staff Communitactions:

0



TOWN OF MONTREAT

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

ADMINISTRATIVE REPORTS: WATER AND PUBLIC WORKS

Water and Public Works report for the month of July 2026

Monthly Statistics	2025	2026
Calls for Service	64	70
Water Leaks Repaired	2	1
New Water Lines Installed	0	0
Water Meter Replacements	2	1
Gallons of Water Produced	5,034,830	5,158,813
Hours Pumped (11 wells combined)	3,196	3,350
Water Samples Taken	1	2

Comments

0



TOWN OF MONTREAT

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

ADMINISTRATIVE REPORTS: SANITATION

Sanitation Department report for the month of July 2026

Monthly Statistics	2025	2026
Tons of Curbside Trash Collected	23.3	23.17
Tons of Curbside Recycling Collected	3.84	3.28
Unique Curbside Sanitation Stops	1940	1820
Special Pickup Stops	0	8
Bagged Leaf Pickup	184	82
Brush Pickup (cubic yards)	5 Loads	5 Loads
Hauling Fees	8733.1	8293.3
Tipping Fees	1523.55	1960.8
Dumpster Rental Fees	377.27	366.26
Tons Convenience Center Usage-Trash	20.63	22.8
Tons Convenience Center Usage-Recycle	3.31	4.2

Comments:

0



TOWN OF MONTREAT

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

ADMINISTRATIVE REPORTS: ZONING ADMINISTRATION

Zoning Administration report for the month of July 2026

Monthly Statistics	2025	2026
Approved Zoning Permits	2	5
Denied Zoning Permits	0	0
Pending Zoning Permits	3	7
Variance/Interpretation Granted	0	0
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

July 2026 - MONTH 1 OF FISCAL YEAR 2026-2027

REVENUES

Fund	Fund #	Original Budget	Current Budget	YTD Projected Budget Amount	YTD Projected Budget Percentage	YTD Collected	YTD Actual Percentage	Difference
GENERAL FUND	10	2,442,818.00	2,444,035.00	203,669.58	8.33%	18,694.86	0.76%	(184,974.72)
WATER FUND	30	578,100.00	578,100.00	48,175.00	8.33%	20,794.65	3.60%	(27,380.35)
TOTAL REVENUES GENERAL & WATER FUNDS		3,020,918.00	3,022,135.00	251,844.58	8.33%	39,489.51	1.31%	(212,355.07)

EXPENSES

Dept Name	Fund #	Original Budget	Current Budget	YTD Projected Budget Amount	YTD Projected Budget Percentage	YTD Exp	YTD Actual Percentage	Difference
GOVERNING BODY	10	52,092.00	52,092.00	4,341.00	8.33%	12,026.88	23.09%	(7,685.88)
ADMINISTRATION	10	637,788.00	637,788.00	53,149.00	8.33%	100,663.59	15.78%	(47,514.59)
PUBLIC BUILDINGS	10	126,625.00	126,625.00	10,552.08	8.33%	40,815.01	32.23%	(30,262.93)
POLICE	10	610,576.00	610,576.00	50,881.33	8.33%	47,485.76	7.78%	3,395.57
BUILDING AND ZONING	10	107,785.00	107,785.00	8,982.08	8.33%	240.00	0.22%	8,742.08
PUBLIC WORKS	10	189,233.00	189,233.00	15,769.42	8.33%	15,744.01	8.32%	25.41
STREET	10	460,060.00	460,060.00	38,338.33	8.33%	39,002.78	8.48%	(664.45)
SANITATION	10	233,946.00	233,946.00	19,495.50	8.33%	15,773.25	6.74%	3,722.25
ENVIRON,CONS,REC	10	24,713.00	25,930.00	2,160.83	8.33%	0.00	0.00%	2,160.83
TOTAL EXPENSES GENERAL FUND		2,442,818.00	2,444,035.00	203,669.58	8.33%	271,751.28	11.12%	(68,081.70)

Dept Name	Fund #	Original Budget	Budget	YTD Projected Budget Amount	YTD Projected Budget Percentage	YTD Exp	YTD Actual Percentage	Difference
WATER	30	578,100.00	578,100.00	578,100.00	100.00%	20,794.65	3.60%	557,305.35
TOTAL EXPENSES WATER FUND		578,100.00	578,100.00	578,100.00	100.00%	20,794.65	3.60%	557,305.35

TOTAL EXPENSES GENERAL & WATER FUNDS		\$3,022,135.00	\$781,769.58	25.87%	\$292,545.93	9.68%	\$489,223.65
---	--	-----------------------	---------------------	---------------	---------------------	--------------	---------------------

GENERAL FUND INCOME/LOSS - YTD (\$253,056.42)

WATER FUND INCOME/LOSS - YTD \$0.00

NET INCOME - YTD 2026 (\$253,056.42)

SPECIAL PROJECTS								
Project	Fund #	Budget	This Month Actual	Amount Spent To Date	Balance Remaining			% Spent
LANDCARE	26	85,857.83	6,250.00	6,250.00	79,607.83			7.28%
Hurricane Helene - Prof. Services	29	7,623.12	0.00	0.00	7,623.12			
Helene Materials	29	7,074.59	0.00	0.00	7,074.59			
Helene Consultants	29	95,000.00	16,835.00	91,730.78	3,269.22			
Helene - Professional SVCS - WithersRavenel Eng. Contract	29	111,000.00	14,736.25	74,445.35	36,554.65			
Helene - Professional SVCS - WithersRavenel CULVERTS	29	271,370.80	0.00	251,915.49	19,455.31			
Helene - Professional SVCS - WithersRavenel Arbor Lane	29	3,040.00	0.00	3,040.00	0.00			
STONE BRIDGES - Contract Services	40	90,000.00	0.00	0.00	90,000.00			
STONE BRIDGES - LANDSCAPING	40	10,000.00	0.00	0.00	10,000.00			
STONE BRIDGES - MATERIALS	40	2,250.00	0.00	0.00	2,250.00			
TOTAL SPECIAL PROJECTS		\$ 580,966.34	\$ 6,250.00	\$ 427,381.62	\$ 243,584.72			73.56%

Contracted - not available



TOWN OF
MONTREAT
NORTH CAROLINA

Tax Receipts

Date of Deposit	Jul-25	Jul-26	% +/-	Aug-25	Aug-26	% +/-	Sep-25	Sep-26	% +/-	Oct-25	Oct-26	% +/-
AdVal/RMV	4,578.68	2,346.54	-95%	8,009.73	0.00	#DIV/0!	105,919.13	0.00	#DIV/0!	145,467.99	0.00	#DIV/0!
(Includes Sp Assess&Ded Fees)												
Sales	50,685.55	49,886.15	-2%	50,411.97	0.00	#DIV/0!	52,427.24	0.00	#DIV/0!	48,606.34	0.00	#DIV/0!
Solid Waste (Quarterly)				191.63	0.00	#DIV/0!						
Utility Fran (Quarterly)							23,247.64	0.00	#DIV/0!			
QE 6/30/26												
Wine/Beer (Annual-May)												
NOTES:												
AdVal Tax is received the month after the tax is collected												
RMV Tax is received two months after the tax is collected												
Sales Tax is received three months after the tax is collected												

MONTREAT POLICE DEPARTMENT

MONTHLY STATISTICS - JULY 2026



# OF CALLS	CALL NATURE
1	ANIMAL PROBLEM
3	ASSIST EOC
1	ASSIST MOTORIST
3	ASSISTANCE REQUESTED (POLICE)
1	BLOCKED DRIVE/ALLEY
1	CHECK BUSINESS
13	CIVIL DISTURBANCE
2	COMMUNITY OUTREACH
1	CONTACT PUBLIC
7	DANERGOUS WILDLIFE
2	DEBRIS BLOCKING ROADWAY
1	ESCORT
1	FIREWORKS
1	FOLLOW UP INVESTIGATION
3	FOOT PATROL
2	HARASSING PHONE CALLS
1	HIT AND RUN PROPERTY DAMAGE
1	IMPROPER PARKING
3	INVESTIGATE
3	LARCENY REPORT
1	LOCKED VEHICLE
1	MOTOR VEHICLE ACCIDENT UNKNOWN
2	RESIDENTIAL ALARM
22	SECURITY CHECK
2	SPECIAL ASSIGNMENT
2	SUSPICIOUS PERSON
2	SUSPICIOUS VEHICLE
23	TRAFFIC STOP
6	WELFARE CHECK
13	WILDLIFE
2	DANGEROUS ANIMAL
2	LOUD NOISE

129

TOTAL # OF CALLS

July Building Permits Issued

Building Permits Issued Between 6/29/2026 and 7/12/2026 for Montreat City

Case#	Case Type	Application Name	PIN	Issued Date
BLD2026-01375	Residential New Single Family Site Built Home	RICH-RESIDENTIAL SITE BUILT HOME	072009130900000	7/9/2026
BLD2026-01773	Residential New Deck	CAMPBELL-RESIDENTIAL NEW DECK	071074773900000	7/9/2026
BLD2026-01737	Commercial Other	MOUNTAIN RETREAT ASSOC/Pedestrian Bridge Replacement	072004508500000	7/1/2026
BLD2026-01737	Commercial Other	MOUNTAIN RETREAT ASSOC/Pedestrian Bridge Replacement	072004508500000	7/1/2026
CBO2026-01648	Residential Combo Permit	Sandra Strong	071085374000000	7/1/2026
BLD2026-01613	Residential Detached Garage	HAZELRIGG/DETACHED GARAGE WITH SECOND STORY OFFICE	072016420200000	6/29/2026

Building Permits Issued Between 7/13/2026 and 7/26/2026 for Montreat City

Case#	Case Type	Application Name	PIN	Issued Date
CBO2026-01912	Residential Combo Permit	outdoor unit change out	071045945800000	7/24/2026
CBO2026-01916	Residential Combo Permit	Frank Allcorn	071044963300000	7/24/2026

CBO2026-01886	Commercial Combo Permit	Montreat Davis Chiller Replacement	071096841400000	7/22/2026
CBO2026-01888	Commercial Combo Permit	Montreat Anderson Chiller Replacement	071096841400000	7/22/2026
CBO2026-01857	Residential Combo Permit	Helms	072008759700000	7/20/2026
CBO2026-00819	Commercial Combo Permit	HENDRIX/ELE & MECHANICAL	071096841400000	7/15/2026
ELE2026-00883	Electrical Permit	7/16/26Amend-Changed to All services. 150 Overbrook Electrical	071065682100000	7/14/2026

Montreat Inspections

Building Inspections Between 6/22/2026 and 7/5/2026 for Montreat City

Case#	Inspection	Inspector	Result	Inspection Dt	Result Comment
BLD2026-01264	Electrical Rough	Edward Braun	Pass	7/2/2026	Be sure to have CO detectors on every level by electrical final and not within 3 feet of air movers
BLD2026-01470	Electrical Final	Edward Braun	Pass	7/2/2026	Corrections made
BLD2026-01470	Building Final	Edward Braun	Pass	7/2/2026	Corrections made
BLD2026-00025	Building Final	Edward Braun	Pass	7/1/2026	Project is complete
BLD2025-03117	Building Drywall/ Rated Wall	David Elkins	Pass	6/30/2026	SCREW PATTERN MET FOR DOOR AREA OF CORRIDOR ON LAKE SIDE.

BLD2025-02741	Mechanical Final	David Elkins	Pass	6/30/2026	CORRECTIONS MADE.
BLD2025-02741	Plumbing Final Re-Inspection	David Elkins	Pass	6/30/2026	CORRECTIONS MADE.
BLD2025-02741	Building Final Re-Inspection	David Elkins	Pass	6/30/2026	CORRECTIONS MADE.
BLD2026-01470	Electrical Final	David Elkins	Fail	6/30/2026	DID GO TO HOME FOR INSPECTION THOUGH POST INSTAL LETTER WAS NOT UPLOADED TO PORTAL. NO CLEAR PICTURES SHOWING TRACK BONDING WERE FOUND. MAKE CORRECTIONS AND RESCHEDULE ONCE INFO IS UPLOADED.
BLD2026-01470	Building Final	David Elkins	Fail	6/30/2026	DID GO TO HOME FOR INSPECTION THOUGH POST INSTAL LETTER WAS NOT UPLOADED TO PORTAL. NO CLEAR PICTURES SHOWING TRACK BONDING WERE FOUND. MAKE CORRECTIONS AND RESCHEDULE ONCE INFO IS UPLOADED.
CBO2026-00938	Electrical Final	Isaiah Hammond	Pass	6/29/2026	
CBO2026-00938	Mechanical Final	Isaiah Hammond	Pass	6/29/2026	
BLD2025-03117	Electrical Rough	David Elkins	Pass	6/26/2026	AREA OF REFUGE AT BOTTOM OF STAIRS.
BLD2025-03117	Building Insulation	David Elkins	Pass	6/26/2026	CORRIDOR 102 AROUND DOOR IN RATED WALL.
BLD2025-03262	Building Re-Inspection	David Elkins	Pass	6/26/2026	ADDED HEADER AND DOUBLE WINNDOW LOWER-LEVEL BACK EXTERIOR WALL.
BLD2025-03117	Building Drywall/ Rated Wall	David Elkins	Pass	6/25/2026	TTHIRD LAYER SCREW PATTERN MET MENS BATH.
BLD2026-00517	Plumbing Rough	David Elkins	Pass	6/25/2026	PRESSURE TESTS OK ON MAIN LEVEL FULL BATH, HALF BATH, AND LAUNDRY. 100PSI, WATER. 7PSI. WASTE.
BLD2025-03117	Building Drywall/ Rated Wall	David Elkins	Pass	6/24/2026	SECOND LAYER SCREW PATTERN MET.
BLD2025-03117	Electrical Above Ceiling	David Elkins	Pass	6/24/2026	
BLD2025-03117	Mechanical Above Ceiling	David Elkins	Pass	6/24/2026	

BLD2025-03117	Building Drywall/ Rated Wall	David Elkins	Pass	6/23/2026	MUD AND TAPE ON FIRST LAYER OF CEILING IN MENS BATHROOM.
BLD2026-01022	Building Final	Grover Clark	Pass	6/23/2026	
BLD2025-03117	Building Drywall/ Rated Wall	David Elkins	Pass	6/22/2026	FIRST LAYER IN LOWER-LEVEL MENS BATH. PROVISIONS MUST BE MADE TO CONTINUE RATING AROUND EXHAUST FANS.
PLM2026-00268	Plumbing Final	Grover Clark	Pass	6/22/2026	
PLM2026-00268	Plumbing Water Line	Grover Clark	Pass	6/22/2026	3/4" PEX WITH PRV AND SHUTOFF-1 1/2" SLEEVE UNDER DRIVEWAY.
BLD2026-01047	Building Other	Grover Clark	Pass	6/22/2026	SMALL RETAINING WALL VERTICAL STEEL 16" O.C.
BLD2026-01047	Building Slab	Grover Clark	Pass	6/22/2026	R10 INSULATION IN SLAB, #4 REBAR TURNED IN 24" O.C. POLY AND STONE.
BLD2026-00250	Building Other	Grover Clark	Pass	6/22/2026	PARTIAL ON RETAINING WALL --PER ENGINEEERED PLAN DESIGN. PAGE S1, SECTIONS 1 AND 2. CIRCLED AREA INSPECTED ON THIS DATE ON PLANS IN PERMIT BOX.

Building Inspections
Between 7/6/2026 and 7/19/2026
for Montreat City

Case#	Inspection	Inspector	Result	Inspection Dt	Result Comment
BLD2026-01613	Building Footing	Edward Braun	Pass	7/17/2026	Three rows number four and number four uprights 24 inches on center footers to engineer plans footer Bond right side
CBO2025-03157	Mechanical Final	Edward Braun	Fail	7/17/2026	Need to get with fire marshal on CEO detectors
CBO2026-00819	Mechanical Final	David Elkins	Pass	7/16/2026	CHILLER REPLACEMENT. LIKE FOR LIKE.
CBO2026-00819	Electrical Final	David Elkins	Pass	7/16/2026	CHILLER REPLACEMENT. LIKE FOR LIKE.
BLD2026-01264	Mechanical Rough	Edward Braun	Pass	7/15/2026	

BLD2026-01264	Building Frame	Edward Braun	Pass	7/15/2026	
BLD2026-00517	Electrical Rough	Edward Braun	Fail	7/15/2026	Electrical roughing is not complete Electrical rough for master bathroom powder room half bath are good
BLD2026-01264	Plumbing Rough	Edward Braun	Pass	7/14/2026	
BLD2025-02791	Building Insulation	David Elkins	Pass	7/13/2026	CORRECTIONS MADE. R-38 AS REQUIRED . NO INSPECTION FOR LOWER LEVEL. CONTRACTOR SAYS LOWER LEVEL WILL BE DONE AFER TOP LEVEL IS COMPLETE.
BLD2026-01371	Mechanical Final Re-Inspection	David Elkins	Pass	7/13/2026	CORRECTIONS MADE.
BLD2026-01371	Plumbing Final Re-Inspection	David Elkins	Pass	7/13/2026	CORRECTIONS MADE.
BLD2026-01371	Building Final Re-Inspection	David Elkins	Pass	7/13/2026	CORRECTIONS MADE.
BLD2025-03262	Plumbing Final	David Elkins	Pass	7/10/2026	
BLD2025-03117	Building Drywall/ Rated Wall	David Elkins	Pass	7/10/2026	THIRD LAYER OF HARD CEILING IN CORRIDOR 102 LAKESIDE.
BLD2026-01773	Building Footing	David Elkins	Pass	7/10/2026	INSPECTION WAS FOR TWO 2'X2' PIER FOOTINGS AT BACK OF HOUSE. NO STEEL IN FOOTINGS.
BLD2025-03117	Electrical Above Ceiling	David Elkins	Pass	7/10/2026	ENTIRE LOWER LEVEL WHERE DROP CEILING WILL BE INSTALLED.
BLD2025-03117	Mechanical Above Ceiling	David Elkins	Pass	7/10/2026	ENTIRE LOWER LEVEL WHERE DROP CEILING WILL BE INSTALLED.
BLD2025-03117	Plumbing Above Ceiling	David Elkins	Pass	7/10/2026	ENTIRE LOWER LEVEL WHERE DROP CEILING WILL BE INSTALLED.
BLD2025-03117	Building Other	David Elkins	Pass	7/9/2026	SECOND LAYER OF HARD CEILING . SCREW PATTERN MET.
BLD2026-00250	Building Other	David Elkins	Pass	7/9/2026	CORRECTIONS MADE FOR VERTICAL STEEL AND BOND BEAM IN WALL CONNECTING POOL AND NEW STRUCTURE ON LOWER END.
BLD2025-03115	Building Footing	David Elkins	Pass	7/9/2026	HORIZONTAL, VERTICAL STEEL AND TRANSVERSE BARS PER PLAN DESIGN. SECTIONS INSPECTED ARE MARKED AND DATED ON APPROVED PLANS.

BLD2025-03661	Building Final	David Elkins	Fail	7/9/2026	POST ADDRESS. ADD COMPLIANT HANDRAIL TO STEPS OF NEW DECK. RISER OPENINGS CANNOT EXCEED 4" ON NEW DECK STAIRS.
BLD2025-03661	Electrical Final	David Elkins	Pass	7/9/2026	
BLD2025-03661	Plumbing Final	David Elkins	Pass	7/9/2026	
BLD2025-03661	Mechanical Final	David Elkins	Pass	7/9/2026	
BLD2025-03117	Building Drywall/ Rated Wall	David Elkins	Pass	7/8/2026	SCREW PATTERN FOR AREA OF REFUGE MET FIRST LAYER. SCREW PATTERN FOR HARD CEILING IN CORRIDOR 102 MET FOR FIRST LAYER.
BLD2025-02791	Building Insulation	David Elkins	Fail	7/8/2026	R-38 REQUIRED FOR REPLACED ATTIC INSULATION. R-13 IS NON-COMPLIANT. R-13 BATTS WITH 1/2" FOAM BOARD IN EXTERIOR WALLS.
BLD2026-00250	Building Other	David Elkins	Fail	7/8/2026	VERTICAL STEEL NOT SIZED AND SPACED TO DESIGN. BOND BEAM NOT CONTINUOUS.
BLD2025-03466	Building Footing	David Elkins	Fail	7/8/2026	CALLED NUMBER PROVIDED FOR DISCUSSION WITH NO WAY OF LEAVING MESSAGE. RETAINING WALL IS A SEPARATE STRUCTURE EXCEEDING FOUR FEET IN HEIGHT. IT WILL NEED A SEPARATE BUILDING PERMIT WITH A STRUCTURAL DESIGN.
BLD2025-03262	Mechanical Final	David Elkins	Pass	7/8/2026	CONTRACTOR HAS STATED EXISTING MASONRY FIREPLACE WILL BE USED AND WILL BE TESTED BY AN AGENCY. WE NEED THE TEST RESULTS AND CLEANING VERIFICATION UPLOADED FOR BUILDING FINAL.
BLD2025-03262	Electrical Final Re-Inspection	David Elkins	Pass	7/7/2026	CORRECTIONS MADE.
BLD2026-01371	Mechanical Final	David Elkins	Fail	7/7/2026	IF BATH FAN IN LOWER LEVEL BATH IS IN SCOPE OF WORK IT MUST BE EXHAUSTED OUT TO EXTERIOR.
BLD2026-01371	Plumbing Final	David Elkins	Fail	7/7/2026	FIXTURES NOT IN PLACE FOR LOWER LEVEL. CANNOT VERIFY VENT CAP IS OFF ON ROOF.
BLD2026-01371	Electrical Final	David Elkins	Pass	7/7/2026	FOR ADDED ELECTRICAL ONLY. NOT ALL ROOMS HAVE COMPLIANT RECEPTACLES BUT THEY WERE EXISTING.
BLD2026-01371	Building Final	David Elkins	Fail	7/7/2026	FILL IN FOOTINGS AT DECK POSTS. ALL PLUMBING FIXTURES LOWER LEVEL NOT INSTALLED. CLEAN OUT TRASH FROM CRAWL SPACE AND ADD VAPOR

BARRIER.
 POST ADDRESS.
 ADD TREAD BACKINGS OR TOE KICKERS ON NEW STEPS BUILT
 WHERE EXCEEDING A 4" SPHERE.
 NO EXHAUST IS IN PLACE FOR LOWER BATH IF THE BATH WAAS IN
 THE SCOPE OF WORK.
 ALL TRADES MUST PASS.

FLP2026-00144	Fuel Piping Final	David Elkins	Pass	7/7/2026	30 PSI TEST PRESSURE ON COPPER TUBING GAS LINE.
BLD2025-03466	Building Footing	David Elkins	Fail	7/7/2026	A SEPARATE BUILDING PERMIT IS REQUIRED FOR THE RETAINING WALL. A DESIGN BY A NC PROFESSIONAL IS ALSO REQUIRED FOR THE RETAINING WALL.
BLD2025-03262	Electrical Final	David Elkins	Fail	7/6/2026	OPEN J-BOXES WITH EXPOSED WIRES REMAIN IN KITCHEN. CABLE FOR VANITY LIGHT NOT TERMINATED IN J-BOX.

**Building Inspections
 Between 7/20/2026 and 8/2/2026
 for Montreat City**

Case#	Inspection	Inspector	Result	Inspection Dt	Result Comment
BLD2026-01613	Building Other	Edward Braun	Fail	7/29/2026	wrong inspection scheduled need building steel in wall will need to have engineering for wall over 10 feet
BLD2026-00250	Electrical Other	Edward Braun	Pass	7/29/2026	Perimeter bond only no equipment on pool, stairs, steps, ladders, etc.
BLD2026-00188	Building Fireplace	Edward Braun	Fail	7/29/2026	Woodstove installation not complete and need to have manuals on site for inspection
BLD2026-00188	Mechanical Other	Edward Braun	Pass	7/29/2026	Chimney termination caps Installed
BLD2025-03117	Building Above Ceiling	David Elkins	Pass	7/28/2026	CONCESSION AREA.
BLD2025-03117	Plumbing Rough	David Elkins	Pass	7/28/2026	CORRECTION MADE FOR ADDED LAUNDRY.

CBO2026-01912	Electrical Final	Edward Braun	Fail	7/28/2026	Both breakers for both heat pumps are oversized Number one max Fuse is 25 and there's a 35 in the panel Number two, Max fuse is 15 and there's a 20 in the panel
CBO2026-01912	Mechanical Final	Edward Braun	Fail	7/28/2026	Both breakers for both heat pumps are oversized Number one max Fuse is 25 and there's a 35 in the panel Number two, Max fuse is 15 and there's a 20 in the panel
BLD2025-03117	Plumbing Rough	David Elkins	Fail	7/27/2026	NOT READY WITH LEAK REPAIR ON WATERLINES
BLD2026-01352	Mechanical Rough	Edward Braun	Fail	7/27/2026	Bath fans not run Missing supply for upstairs All flexible duct in the garage must be in case in drywall or metal duct
BLD2026-01773	Building Final	David Elkins	Pass	7/24/2026	
BLD2025-03115	Building Foundation	Edward Braun	Fail	7/22/2026	Wrong inspection scheduled added correct inspection and it passed building other steel in wall
BLD2025-03115	Building Other	Edward Braun	Pass	7/22/2026	This inspection is for steel in wall Number four Horizontal 12 inch on center Number five vertical 16 inch on center Per engineer plans on site
BLD2026-01264	Plumbing Final	Edward Braun	Pass	7/22/2026	All new trim kits are installed
BLD2026-00517	Mechanical Rough	Edward Braun	Pass	7/22/2026	Bath fans and dryer vent installed and replace some ductwork
BLD2026-01613	Electrical Construction Service	Edward Braun	Pass	7/22/2026	Saw service is good
BLD2026-00894	Building Frame	Edward Braun	Fail	7/22/2026	This fail is for clarification on insulated jacket for grill as discussed with contractor
BLD2026-00894	Mechanical Rough	Edward Braun	Pass	7/22/2026	Mechanical for grill hood is good
BLD2026-00894	Electrical Rough	Edward Braun	Pass	7/22/2026	
BLD2026-00894	Plumbing Rough	Edward Braun	Pass	7/22/2026	Existing plumbing under pressure
BLD2026-00517	Building Frame	Edward Braun	Pass	7/20/2026	Framing was just for bathrooms
BLD2026-00517	Building Insulation	Edward Braun	Pass	7/20/2026	Insulation that was removed for plumbing has been replaced and plumbing pipes have been wrapped in pipe insulation

BLD2026-00517 Electrical Rough Edward Pass 7/20/2026
Braun

Wiring was constructed to bathrooms
Fixtures Are to be replaced throughout the house
Need to make sure all smoke and Co detectors are up to code
Be sure at electrical final that any smoke CO detectors are
minimum of 36 inches from the edge of fan blade

Montreat Permits CO & COC Issued

Building Permit CO's and COC's Issued Between 6/29/2026 and 7/12/2026 for Montreat City

Case#	Case Type	Application Name	PIN	Issued Date
BLD2026-01470	Residential Solar - Roof-mounted	INGERSOLL-RESIDENTIAL ROOF-MOUNTED SOLAR	071073279700000	7/2/2026
BLD2026-00025	Residential Renovation or Remodel	GILLILAND/BATHROOM RENO-ADDING LAUNDRY HOOK UP	071076208800000	7/1/2026
BLD2025-02741	Residential Addition	2/17/26 - amended adding PLM - replumb existing hall bath - HITCH - CLOSET ADDITION	071075992300000	6/30/2026

Building Permit CO's and COC's Issued Between 7/13/2026 and 7/26/2026 for Montreat City

Case#	Case Type	Application Name	PIN	Issued Date
-------	-----------	------------------	-----	-------------

BLD2026-01773

Residential New Deck

CAMPBELL-RESIDENTIAL NEW DECK

071074773900000

7/24/2026



Black Mountain Police Department

106 Montreat Road
Black Mountain, NC 28711
(828)419-9350
(828)669-8143 fax



Hello Chief,

I am writing to express my sincere appreciation for the assistance your officers recently provided to the Black Mountain Police Department. The close working relationship between the Black Mountain and Montreat Police Departments continues to strengthen interagency cooperation, and this incident was a clear example of that partnership.

In the early morning hours of June 30th, 2026, officers with Black Mountain Police were involved in a brief foot chase that developed into a physical altercation near Terry Estates Drive and NC 9. Officer Morgan Bocanegra was on duty and arrived swiftly to assist. Shortly after, off duty Officer Elijah Ammons was in the area, learned that officers needed assistance, and quickly responded to provide additional support.

Although the incident ended with the suspect being taken into custody on multiple charges, I am especially grateful for the professionalism, readiness, and willingness your officers demonstrated in assisting our personnel during a difficult situation.

Please extend my appreciation to Officer Bocanegra and Officer Ammons for their support. Their actions reflect well on the Montreat Police Department and on the continued cooperation between our agencies.

Respectfully,
Sergeant Travis Martin
Black Mountain Police Department

**RESOLUTION OF THE TOWN OF MONTREAT BOARD OF
COMMISSIONERS DECLARING CERTAIN PROPERTY OF THE TOWN TO
BE SURPLUS AND AUTHORIZING THE DISPOSITION OF SAID PROPERTY**

Resolution No. 26-08-0001

WHEREAS, the Board of Commissioners of the Town of Montreat, North Carolina desires to dispose of certain surplus property of the Town;

WHEREAS, North Carolina General Statutes, Section 160A-280, provides that a town may donate to another governmental unit within the United States, a sister city or a nonprofit organization any personal property, including supplies, materials and equipment that the governing board deems to be surplus.

WHEREAS, as a result the Town of Montreat Police Department has surplus property that is considered to be obsolete and is no longer required for service.

WHEREAS, the Town of Montreat Police Department desires to donate said property, as is, to the Town of Hot Springs Police Department (NC).

NOW, THEREFORE, BE IT RESOLVED by the Montreat Board of Commissioners that the following described property is hereby declared to be surplus to the needs of the Town. Said property is as follows:

Axon Body 2 Camera S/N: X81642182
Axon Body 2 Camera S/N: X81651050
Axon Body 2 Camera S/N: X81651295
Axon Body 2 Camera S/N: X81651587

Axon Body 2 Camera S/N: X81651634
Axon Body 2 Camera S/N: X81656769
Axon Body 2 Camera S/N: X81663204

READ, APPROVED AND ADOPTED, this the 13th day of August 2026.

Tim Helms, Mayor

Savannah Parrish, Town Manager

[SEAL]

ATTEST:

I hereby certify that this is a true and correct copy of this Resolution, duly adopted by the Town of Montreat on the 13th day of August, 2026, as it appears of record in the official minutes.

Angie Murphy, Town Clerk

AN ORDINANCE AMENDING THE TOWN OF MONTREAT CODE OF ORDINANCES TO ESTABLISH A ONE-WAY TRAFFIC PATTERN AND PARKING RESTRICTIONS ON A PORTION OF TEXAS ROAD

WHEREAS, pursuant to Chapter 160A of the North Carolina General Statutes, the Town of Montreat has the authority to regulate the use of public streets, including traffic direction and parking; and

WHEREAS, the Town Council finds that traffic congestion, limited roadway width, and public safety concerns necessitate the regulation of vehicle travel and parking on a portion of Texas Road; and

WHEREAS, the Town Council has determined that establishing a one-way traffic pattern and restricting parking to designated areas will improve traffic flow, enhance pedestrian and emergency vehicle access, and promote the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Montreat, North Carolina, as follows:

Section 1. One-Way Traffic.

The portion of Texas Road extending from 35°38'42" N to 82°17'51" W is hereby designated as a one-way street.

Vehicular travel shall proceed only in the direction indicated by official traffic control devices installed by the Town.

Section 2. Parking Restrictions.

Parking shall be prohibited along the designated one-way section of Texas Road except in areas specifically designated for parking by the Town.

Only those parking spaces or areas marked or identified by pavement markings, signage, or other official traffic control devices shall be used for vehicle parking.

Section 3. Traffic Control Devices.

The Town Manager, or the Town Manager's designee, is authorized to install and maintain all necessary signs, pavement markings, and other traffic control devices to implement this ordinance.

All motorists shall obey the instructions of posted signs and official traffic control devices.

Section 4. Enforcement.

Any person violating the provisions of this ordinance shall be subject to the penalties and enforcement procedures provided by the Town of Montreat Code of Ordinances and applicable North Carolina law, including the issuance of parking citations or other lawful enforcement actions.

Vehicles parked in violation of this ordinance may be cited, towed, or otherwise removed in accordance with applicable law.

Section 5. Effective Date.

This ordinance shall become effective upon adoption and the installation of the appropriate traffic control signage.

Adopted this _____ day of _____, 2026.

Mayor

ATTEST:

Town Clerk

Pursuant to NCGS § 105-321, ORDER OF COLLECTION

State of North Carolina

Town of Montreat

To the Tax Collector of Town of Montreat and by delegated authority, the Tax Collector for Buncombe County:

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of the Buncombe County Tax Department and the Information Technology Office and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the Town of Montreat, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law. Tax records for the Town of Montreat are delivered to you for collection. You are further authorized to call upon the Sheriff to levy upon and sell personal property under execution for the payment of taxes.

Witness my hand and official seal, this ____ day of _____, 2026

_____(Seal)
Timothy Helms, Mayor
Town of Montreat

Attest:

Angie Murphy, Clerk
Town of Montreat

Montreat

Fiscal Year 2026 Property Tax

Net Levy	Collected	Uncollected	Percent Collected
\$1,271,462.01	\$1,270,697.66	\$764.35	99.94%

Regular Levy Prior Year Collections in Fiscal Year 2026

Tax Year	Levy Due	Collected	Uncollected
2024	1,009.36	812.84	196.52
2023	399.89	-	399.89
2022	340.97	-	340.97
2021	152.16	-	152.16
2020	171.04	-	171.04
2019	97.78	-	97.78
2018	98.07	-	98.07
2017	98.40	-	98.40
2016	-	-	-
2015	-	-	-

Regular Levy 2026 Prepaid Amount Collected: \$ 152.70

**TOWN OF MONTREAT
FISCAL YEAR 2026-2027
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, 2027.

Department(s): Fund 29 – Helene, Fund 40 – Stone Bridges, and General Fund

Purpose: To add donations received into the budget for Fund 29- Helene, Fund 40 – Stone Bridges, and Town Hall Landscaping Donations

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

Line Item	Account Number	Amount Decrease	Amount Increase	Amended Budget
Helene Contributions	29-3300-300		\$5,000	\$10,000
Professional SVCS – Arbor Ln	29-5600-053		\$5,000	\$5,000
Donations/Contributions	40-3300-300		\$8,500	\$111,250
Contract Services	40-5000-450		\$8,500	\$101,250
Contributions	10-3300-300		\$450	\$450
M&R Buildings & Grounds	10-5000-150		\$450	\$450

Notes: These donations were received for Helene Recovery, the Stone Bridges Project, and the Town Hall Landscaping.

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

_____ Finance Officer	_____ 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
---------------------	---------------

MONTREAT CODE OF GENERAL ORDINANCES

CHAPTER G - HEALTH PROTECTION AND DISEASE PREVENTION

ARTICLE II: SOLID WASTE DISPOSAL AND REFUSE COLLECTION

(Revised 2/13/2003); (Revised 10/14/2010); (Revised 5/10/2012); (Revised 3/12/2026)

Section 1. Requirements.

- a. Solid Waste, including household garbage, food waste, refuse, and discarded packaging, but excluding recyclable items, must be kept in tied plastic bags designed to hold Solid Waste which are in turn placed in either (i) functional Bear-Resistant Containers ("BRC"), as defined in Article I of Chapter A of the Montreat Code of General Ordinances, of not over ninety-five (95) gallon capacity, or (ii) Solid Waste containers of not over ninety-five (95) gallon capacity stored within functional Bear-Resistant Containers BRC Systems ("BRC Systems), as defined in Article I of Chapter A of the Montreat Code of General Ordinances. All BRCs and BRC Systems are to be clearly and visibly marked with their corresponding property address.
- b. Each household and/or property must possess and maintain an adequate number of BRCs or Solid Waste containers securely stored in a BRC System sufficient to contain all Solid Waste generated by the household and/or property. For purposes of this section, "adequate" means that all Solid Waste fits within the BRC(s) (or Solid Waste containers securely stored within a BRC System) with the lid(s) fully closed and no overflow bags, loose materials, or waste placed outside the BRC(s) at any time. BRCs (excluding Permanent BRCs and Solid Waste containers contained within Permanent BRC Systems) shall not be placed at the roadside adjacent to their corresponding property more than 12 hours before the scheduled pick-up and shall be removed from the street by the following morning.
- c. All BRCs and BRC Systems must be certified as bear-resistant by the Interagency Grizzly Bear Committee (IGBC) and/or the Wildlife Management Institute (WMI), except as permitted in the following sentence. Any BRCs and/or BRC Systems that are not certified as bear-resistant by the Interagency Grizzly Bear Committee (IGBC) and/or the Wildlife Management Institute (WMI) may be granted conditional approval by the Town for installation subject to the following conditions:
 - i. Their construction must be of solid, sturdy material on all sides with hinged openings and secure latches.
 - ii. They must be securely anchored in a manner that will prevent tipping.
 - iii. They must function sufficiently to prevent bears from accessing the Solid Waste secured therein.
 - iv. If conditional approval is given and the BRC and/or BRC System fail to function sufficiently to prevent bears from accessing the Solid Waste secured therein, the property owner and occupant will be notified by the Town. The owner shall have thirty (30) days from the receipt of such notification to demonstrate that

Montreat General Ordinances
Chapter G – Health Protection & Disease Prevention
Article II: Solid Waste Disposal and Refuse Collection

sufficient steps have been taken to prevent bears from accessing the Solid Waste meant to be protected by the conditionally approved BRC and/or BRC System.

- d. All BRCs and BRC Systems, including non-permanent BRCs, shall be placed so as not to obstruct traffic, create sight-distance hazards, impede emergency access, or interfere with snow removal operations. The Town may require relocation for safety reasons.
- e. Except in instances where location is permitted on public right-of-way as provided in subsection 1(f) below, Permanent BRCs and Permanent BRC Systems shall be located within the served property's projected lot lines. If this is not possible due to terrain or other obstacles, the property owner shall obtain and provide the Town with a copy of written permission from another property owner to locate the container within their projected lot lines or right-of-way.
- f. Property owners who wish to install Permanent BRCs and/or Permanent BRC systems on public right-of-way must apply for and receive written permission and approval of such location from the Town Manager and Code Administrator. A site plan, survey or some other type of accurate graphic representation indicating the specific location of the proposed container shall be provided along with the completed form: *Application to Locate a Bear-Resistant Container and/or System in the Public Right-of- Way*. Since BRCs and/or BRCs System are not considered structures, a Certificate of Zoning Compliance is not required. Any BRCs and/or BRC Systems located in Town rights-of-way that have not received proper approval shall be removed by the property owner promptly at the discretion of the Town Manager.
- g. Residents with existing BRCs or containers that have been adequately modified to be bear-resistant, as determined by the Town of Montreat following inspection or verification, shall not be required to purchase or further modify their containers.
- h. No person shall throw, place or deposit any Solid Waste of any kind in any place or on any public or private property, except in his or her own BRC or BRC System.

Section 2. Burning or Burying of Solid Waste and Refuse. It shall be unlawful to burn or bury Solid Waste at any time within Town limits.

Section 3. Accumulation of Solid Waste and Refuse Prohibited. All Solid Waste shall be kept in appropriate BRCs and/or BRC Systems as required by Section 1. It shall be unlawful for Solid Waste to be stored or accumulated outside of any premises except in a BRC or BRC System.

Montreat General Ordinances
Chapter G – Health Protection & Disease Prevention
Article II: Solid Waste Disposal and Refuse Collection

A schedule for collection of both Solid Waste and recyclables is available in Town Hall and online at www.townofmontreat.org.

Section 4. Solid Waste Collection. The Town provides weekly pick-ups year-round and may change during seasonal periods. The Town will pick up garbage scattered around containers that have been upset or where the tops have been torn. However, if the Public Works Director or the investigating Police Officer determines that this resulted from failing to comply with the requirements of this Ordinance, the owner of the property shall be cited, required to purchase a BRC, and be subject to the penalties as found in Section 12.

Section 5. Yard Waste Collection. The Town provides residential yard waste collection weekly placed next to the streets in accordance with the collection schedule. Brush and tree limbs must be cut into six (6) foot lengths and must not exceed six (6) inches in diameter. Yard waste may be placed in loose piles of up to three (3) cubic yards at one time. Three cubic yards is about the size of one small pickup truck load. Yard waste in excess of three cubic yards will be collected at the curb upon request. A fee for excess yard waste will be charged in accordance with the Town of Montreat Fee Schedule. Commercially cut brush or yard waste, lot clearing, and yard waste deposited by private contractors, landscapers or tree companies will not be collected by the Town.

No person, including but not limited to residents, property owners, tenants, or landscaping contractors, shall blow, place, deposit, or allow leaves, grass clippings, or other yard debris to enter or remain in any culvert, drainage structure, ditch, or stormwater conveyance within the Town. Such actions are declared a nuisance and are prohibited due to their potential to obstruct drainage and cause flooding or damage to public infrastructure.

Leaves will be collected weekly from October through December, and twice monthly throughout the remainder of the year. Leaves may be collected at other times during the year by contacting the Town Hall and paying the required fees as set forth in the Town of Montreat Fee Schedule. Leaves must be bagged.

Section 6. White Goods and Bulk Items Waste Collection. The Town provides white goods and bulk item waste collection twice per year free of charge. White Goods and Bulk Items Waste may be collected at other times during the year by contacting the Town Services Office and paying the required fees as set forth in the Town of Montreat Fee Schedule.

Section 7. Recyclable Materials. The Town provides recycling collection weekly in accordance with the collection schedule. Recyclables must be placed at the curb in Town-approved containers and shall not be mixed with Solid Waste. Recycling should be contained within blue bags. Contaminated or improperly prepared recyclables may be rejected or tagged by Town staff. Cardboard shall be broken down. Bagged recyclables must be tied to ensure proper handling and reduce spills and injuries.

Montreat General Ordinances
Chapter G – Health Protection & Disease Prevention
Article II: Solid Waste Disposal and Refuse Collection

Section 8. New Construction and Remodeling. The holder of any building permit issued by the Town shall be responsible for maintaining the corresponding construction site free of rubbish, hazards, and unsightly conditions from the beginning of construction until completion of the project and final inspection. Construction debris shall be placed in an on-site dumpster or removed daily. No construction waste may be placed in BRCs or left unsecured. The permit holder is responsible for ensuring that subcontractors, contractors, or workers do not place construction waste in BRCs, on adjacent properties, or leave such waste unsecured. The permit holder is also responsible for ensuring that any Solid Waste incidentally generated in connection with the construction activity, including all food and food waste, is placed in a BRC or removed from the property daily and shall not be stored on-site.

Section 9. Owner Responsible for Actions of Occupants. The owner of each property in the Town is responsible for compliance with this Sanitation Ordinance whether the property is occupied or operated by the owner or by a visitor, renter, lessee, or any other person. The owner shall take all actions necessary to inform occupants of the structure of the requirements of this sanitation ordinance. In any case, the owner is responsible for compliance with this Sanitation Ordinance and shall be subject to the penalties for violations set forth in Section 12.

Section 10. Institutional Dumpsters. Institutions that utilize dumpsters or large-capacity waste containers shall comply with the following requirements:

- a. All institutional dumpsters must be wildlife-resistant or secured within an approved enclosure designed to prevent access by bears and other wildlife.
- b. Dumpsters shall remain closed and latched, in a manner designed to prevent access by Bears, at all times except when actively in use.
- c. Dumpsters must be serviced at a frequency adequate to prevent overflow, spillage, odors, and public health concerns.
- d. No waste may be stored outside or beside the dumpster at any time. Overflow waste shall constitute a violation.
- e. Dumpsters must be located so as not to obstruct traffic, impede emergency access, or create a hazard. Dumpsters are not permitted to be placed in Town rights-of-way without approval of the Town Manager.
- f. Institutions are responsible for ensuring contractors, students, employees, conferees, renters and visitor/overnight guests properly dispose of waste in compliance with this Article.
- g. If a dumpster is accessed by wildlife and the Town determines the facility was not in compliance with this section, the institution shall be cited and held responsible for cleanup costs as noted in Section 12.

Section 11. Convenience Center. The Town may provide a convenience center and/or centers from time to time at certain locations for use by Montreat residents to dispose of Solid

Montreat General Ordinances
Chapter G – Health Protection & Disease Prevention
Article II: Solid Waste Disposal and Refuse Collection

Waste and recyclable materials. In addition to any rules posted at such convenience center(s), the following regulations shall apply:

- a. Convenience center(s) shall only be used during posted hours.
- b. Convenience center(s) shall only be used by Montreat residents. For purposes of this Subsection 11b. of Article II of Chapter G (but not for the purposes of any other provision of this Montreat Zoning Code), the term "Montreat Resident" shall mean and refer to any full or part-time resident of a Dwelling in Montreat, or the overnight guest of any such full or part-time resident, including a lessee or guest at a Dwelling operated as a long or short-term rental or vacation rental home in Montreat.
- c. Only bagged, residential, Solid Waste and recyclable materials generated in Montreat shall be disposed of in the convenience center(s).
- d. All other items, including but not limited to furniture, electronics, televisions, yard waste, and construction materials are strictly prohibited.
- e. Solid Waste must be placed in the receptacles designated for garbage or Solid Waste located at the Convenience center(s). Recyclable materials must be placed in the receptacles designated for recyclable materials located at the Convenience center(s). It shall be unlawful to leave Solid Waste, recyclable materials and/or other items at the gate of the Convenience center(s) and/or to pile Solid Waste, recyclable materials and/or other items on or around receptacles that are already full.

Section 12. Enforcement. The Town Manager or the Town Manager's designee is responsible for the enforcement of this Ordinance. Violations by a person or the real property owned by a person in whole or in part of this ordinance are punishable as follows:

- a. First Offense. If the Town Manager or the Town Manager's designee finds that the first violation was negligent, a written warning shall be issued. If the violation requires cleanup by the Town, the violator shall be assessed a **\$125 cleanup fee**
- b. Second offense. If the Town Manager or the Town Manager's designee finds that a second violation was negligent a \$200 civil penalty shall be issued. In addition, the violator shall be assessed a **\$125 cleanup fee** if the violation requires cleanup by the Town. Third and subsequent offense. If the Town Manager or the Town Manager's designee finds that a third and/or subsequent violation was negligent, a \$400 civil penalty shall be issued. In addition, the violator shall be assessed a **\$125 cleanup fee** if the violation requires cleanup by the Town. In addition, third and/or subsequent violations are grounds for the suspension of trash pickup, in the discretion of the Town Manager or the Town Manager's designee.
- c. Convenience Center. If the Town Manager or the Town Manager's designee finds that the convenience center has been used in a manner which violates any provision of Section 11 of this ordinance, a civil penalty of \$500 shall be issued. In addition, the violator shall be assessed a **\$125 cleanup fee** if the violation requires cleanup by the Town.

Montreat General Ordinances
Chapter G – Health Protection & Disease Prevention
Article II: Solid Waste Disposal and Refuse Collection

Section 13. Effective Date. This Ordinance shall become effective upon adoption. Residents will have six months from the date of adoption to purchase or modify a BRC in order to comply with this requirement.

Definitions (from/to be added to Chapter A - ARTICLE I: DEFINITIONS OF WORDS AND PHRASES):

Solid Waste (garbage): Waste from residences commonly called residential trash and/or garbage, including without limitation discarded animal and vegetable matter, small cans, glassware, crockery, paper and plastic products, and other small containers in which animal or vegetable matter has been stored. The term “Solid Waste” does not include, and the Town does not collect or dispose of, business, industrial and other types of non-residential waste.

Bear-Resistant Container (BRC): a container for solid waste designed and constructed by the manufacturer (i) to be bear-resistant, or (ii) to be modified so that it is bear-resistant, with the required modifications for bear-resistance having been made. Any BRC must have either (i) been certified as bear-resistant by the Interagency Grizzly Bear Committee (IGBC) and/or the Wildlife Management Institute (WMI), or (ii) have been conditionally approved for use by the Town (with such modifications as the Town may require from time to time) as provided in subsection 1(c) of Article II of Chapter G. BRCs are typically constructed of metal or plastic.

Bear-Resistant Container System (BRC System): an enclosure for Solid Waste containers designed and constructed by the manufacturer to prevent bears from accessing the Solid Waste containers contained therein. Any BRC System must have either (i) been certified as bear-resistant by the Interagency Grizzly Bear Committee (IGBC) and/or the Wildlife Management Institute (WMI), or (ii) have been conditionally approved for use by the Town (with such modifications as the Town may require from time to time) as provided in subsection 1(c) of Article II of Chapter G. BRC Systems are typically constructed of metal, wood or plastic

Permanent Bear-Resistant Container (Permanent BRC): a BRC that is permanently affixed to the ground at the point of collection.

Permanent Bear-Resistant Container System (Permanent BRC System): a BRC System permanently affixed to the ground at the point of collection.

Division of Parks and Recreation
North Carolina Department of Natural and Cultural Resources

Now, therefore, the parties hereto do mutually agree as follows:

Upon execution of this Agreement, the Department hereby promises, in consideration of the promises by the Grantee herein, to provide to the Grantee the grant amount shown above. The Grantee hereby promises to efficiently and effectively manage the funds in accordance with the approved budget, to promptly complete grant assisted activities described above in a diligent and professional manner within the project period, and to monitor and report work performance.

Section I. Eligible Project Costs, Fiscal Management, and Recordkeeping

1. The grant amount must be matched on the basis of at least one dollar of funding provided by the Grantee for every one dollar of funding provided by the State. To be eligible, project costs must be incurred during the period covered by this Agreement, be documented in the grant application, described in the project scope of this Agreement, and initiated and/or undertaken after execution of this Agreement by the Grantee and the Department. The Department shall only pay or reimburse the Grantee for reasonable, eligible costs actually incurred by the Grantee that do not exceed the grant award amount for the Project outlined on page 1 of this Agreement.
2. HRF assistance for land acquisition will be based on the fair market value of real property or the sales price, whichever is less. The value must be based upon an independent appraisal by a licensed appraiser holding a general or residential certification from the North Carolina Appraisal Board. The Department shall review the appraisal as to content and valuation. Approval of appraised amounts rests with the Department. The Grantee agrees to begin development on HRF acquired land within five (5) years of the Effective Date of this Agreement in order to allow general public access and use.
3. Payment shall be made in accordance with this Agreement, the Scope of Work (Attachment B), and PARTF and HRF statutes and rules. Payment for work performed will be made upon receipt and approval of invoice(s) from the Grantee documenting the costs incurred in the performance of work under this Agreement. Invoices may be submitted to the Contract Administrator quarterly. Final invoices, including accounting records that document all expenditures and request for reimbursement, must be received by the Department for approval prior to or at the time of the close-out inspection. Accounting records should be based on generally accepted local government accounting standards and principles. All accounting records and supporting documents will clearly show the Project Number and Project Title to which they are applicable.
4. Records created or obtained under this Agreement shall not be destroyed, purged or disposed of without the express written consent of the Department. State basic records retention policy requires all grant records to be retained for a minimum of five (5) years or until all audit exceptions have been resolved, whichever is longer. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Division of Parks and Recreation
North Carolina Department of Natural and Cultural Resources

5. The State Auditor, DNCR Internal Auditors, the joint Legislative Commission on Governmental Operations (as well as applicable legislative employees), and any other authorized State entity shall have access to persons and records as such access is required under North Carolina law (including but not limited to N.C.G.S. §§ 143-49 & 147-64.7). Additionally, as the State funding authority, the Department shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.
6. The Grantee agrees to refund to the Department, subsequent to an audit of the project's financial records, any costs disallowed or required to be refunded to the Department on account of audit exceptions. The Grantee agrees that any unused State-awarded funds remaining after the completion of the project or termination of this Agreement shall revert back to the Department to be deposited into HRF for distribution by the PARTF Authority.
7. The Grantee shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the State funds are provided, including funds from insurance policies in effect and available federal aid. State funds paid under N.C. Session Law 2025-26 are declared to be excess over funds received by a recipient from the settlement of a claim for loss or damage covered under the recipient's applicable insurance policy in effect or federal aid. If the Grantee obtains alternative funds, the recipient shall remit the funds to the Department. The Grantee is not required to remit any amount in excess of the grant award amount.
8. The Parties agree and understand that the payment of the sums specified in this Agreement is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Department.

Section II. Project Execution

1. The Grantee may not deviate from the Scope of Work outlined in Attachment B without the prior written approval of the Department. When the Grantee seeks to change an element of the project, including, but not limited to, the project scope, a revised estimate of costs, a deletion or additions of project deliverables, or an extension of the Agreement period, the Grantee must submit in writing a request to the Department for approval.
2. The Grantee agrees to permit periodic audits and site inspections by the Department to ensure work progress in accordance with the approved project, including a required close-out inspection upon project completion. After project completion, the Grantee agrees to conduct compliance inspections at least once every five (5) years and to submit a Department-provided inspection report to the Department.
3. The Grantee shall not subgrant any of the work contemplated under this Agreement without prior written approval from the Department. The Department shall not be obligated to pay for any work performed by any unapproved subgrantee or subrecipient. The Grantee or subrecipient is not relieved of any of the duties and responsibilities of this Agreement. Furthermore, any subrecipient must agree to abide by the standards contained in this Agreement and to provide all information to allow the Grantee to comply with these standards.

Division of Parks and Recreation

North Carolina Department of Natural and Cultural Resources

4. The Grantee shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such employees shall not be employees of or have any individual contractual relationship with the Department.
5. In the event the Grantee subcontracts for any or all of the services covered by this Agreement:
 - a. The Grantee is not relieved of any of the duties and responsibilities provided in this Agreement;
 - b. The Grantee's contract with the subcontractor must provide that the subcontractor agrees to abide by the standards contained in this Agreement or to provide such information as to allow the Grantee to comply with these standards; and
 - c. The Grantee's contract with the subcontractor must provide that the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.
6. The Grantee agrees to comply with all applicable reporting requirements for grant recipients at the designated reporting level as outlined in 09 NCAC 03M .0205, including providing a certification that State financial assistance received was used for the purposes for which it was awarded.
7. The Grantee agrees land acquired with HRF assistance shall be dedicated in perpetuity as a recreation site for the use and benefit of the public, the dedication will be recorded in the deed of said property and the property may not be converted to other than public recreation use without the prior written approval of the Department. The Grantee agrees to maintain and manage HRF-assisted development/renovation projects for public recreation use for a minimum period of twenty-five (25) years after project completion.
8. The Grantee agrees to operate and maintain the project site so as to appear attractive and inviting to the public, kept in reasonably safe repair and condition, and open for public use at reasonable hours and times of the year, according to the type of facility and area.
9. The Grantee agrees to place utility lines developed with HRF assistance underground.
10. The Grantee shall, in the landscaping of all HRF-funded projects, only use seeds and plants classified by the U.S. Department of Agriculture as native to the Southeastern United States, including cultivars and varieties thereof that were not bred to have reduced reproductive structures, with a strong preference for plants the U.S. Department of Agriculture has classified as native to North Carolina. The "Southeastern United States" shall be defined as the states of Alabama, Georgia, North Carolina, South Carolina, Tennessee, Virginia, and the following counties in Florida: Bay Calhoun, Escambia, Gulf, Holmes, Jackson, Okaloosa, Santa Rosa, Walton, and Washington. The following non-native plants shall be exempted from this requirement:
 - a. Non-native plants incorporated as part of a HRF-funded project that are already existing at the time that the grant is approved;
 - b. Non-native turf grass; and
 - c. Non-native seeds and plants where the primary purpose is:
 - i. crop cultivation;
 - i. scientific research;

Division of Parks and Recreation
North Carolina Department of Natural and Cultural Resources

- ii. botanical or historical gardens; or
 - iii. plantings for wildlife.
- d. If the project site is rendered unusable for any reason whatsoever, the Grantee agrees to immediately notify the Department of said conditions and to make repairs, at its own expense, in order to restore use and enjoyment of the project by the public.

Section III. Project Termination and Applicant Eligibility

1. The Grantee may terminate this Agreement at any time prior to the expenditure of funds by the State on the project described in this Agreement by providing written notice to the Department.
2. Termination by Mutual Consent: The Parties may terminate this Agreement by mutual consent with sixty (60) days' written notice to the other Party, or as otherwise provided by law.
3. Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Agreement in a timely and proper manner, the Department shall have the right to terminate this Agreement by giving written notice to the Grantee and specifying the effective date thereof.

In addition, in the event of default by the Grantee under this Agreement, the State may immediately cease doing business with the Grantee, immediately terminate for cause all existing contracts the State has with the Grantee, and de-bar the Grantee from doing future business with the State.

Upon the Grantee filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Grantee, the State may immediately terminate, for cause, this Agreement and all other existing contracts the Grantee has with the State, and de-bar the Grantee from doing future business.

4. Effect of Termination:
 - a. In the event the Contract is terminated by either party, the Grantee will be paid for work that is satisfactorily completed under the terms of this Contract, as determined by the Department and under the terms herein, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Department for damages sustained by the Department by virtue of the Grantee's breach of this Agreement, and the Department may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Department from such breach can be determined.
 - b. The Grantee will not incur new obligations for the terminated portion of the Contract and will cancel as many outstanding obligations as possible, immediately after receiving the notification of termination from the Department or providing the Department with the same if the Grantee is terminating the Contract. Costs incurred after receipt or provision of termination notice will be disallowed.
 - c. The Grantee shall not be relieved of any liability owed to the Department because of any breach of the Contract by the Subgrantee. The Department may, to the extent authorized by law, withhold payments to the Subgrantee for the purpose of set-off until the exact

Division of Parks and Recreation
North Carolina Department of Natural and Cultural Resources

amount of damages due the Department from the Subgrantee is determined.

5. A failure of either party to insist upon strict enforcement of any term or provision or to exercise any right, option, or remedy of this Agreement, or to require, at any time, performance of any provision hereof, shall not be construed as a waiver of any such term or provision. No waiver by either Party of any term or provision hereof shall be binding unless made in writing and signed by the other, approving party.
6. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Section IV. General Terms

1. This Agreement is subject to the reporting requirements described in the Notice of Certain Reporting and Audit Requirements (Attachment A).
2. The Grantee must ensure that grant funds dispersed under this Agreement are audited in compliance with State and federal audit requirements for local governments and public authorities, institutions of higher education, and nonprofit organizations, and, as applicable, according to the standards of the federal Single Audit Act and Circular A-133 "Audits of States, Local Governments, and Nonprofit Organizations" as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.
3. The Grantee may only use the grant funds disbursed hereto in the manner allowed under this Contract. Failure by the Grantee to comply with the provisions and conditions set forth in the formal application, PARTF administrative rules, N.C. Session Law 2025-26, and this Agreement may result in the Department declaring the Grantee ineligible for further participation in future PARTF or HRF grant cycles, in addition to any other remedies provided by law, until such time as compliance has been obtained to the satisfaction of the Department.
4. No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the Department, the Department may:
 - a. Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
 - b. Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s). In no event shall such approval and action obligate the Department to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Agreement obligations.
5. Except as otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors. It is expressly understood and agreed that

Division of Parks and Recreation

North Carolina Department of Natural and Cultural Resources

the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and Grantee that any such person or entity, other than the Department or the Grantee, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

6. To the extent allowed by law, the Grantee shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Agreement and that are attributable to the negligence or intentionally tortious acts of the Grantee.
7. 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 Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either party may change the post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving written notice to the other party within thirty (30) calendar days of such change. The Grantee shall not substitute key personnel assigned to the performance of this Agreement, as outlined below, without prior written approval by the Department's Contract Administrator.

Department Contract Administrator	Grantee Contract Administrator
NC Department of Natural and Cultural Resources Division of Parks and Recreation Attention: Ms. Vonda Martin, Manager of Grants and Outreach 1615 Mail Service Center Raleigh, NC 27699-1615 Telephone 919-707-93338 Email: Vonda.Martin@ncparks.gov	Town of Montreat Savannah Parrish Town Manager PO Box 423 Montreat, NC 28757 828-669-8002 sparrish@townofmontreat.org

8. The Grantee agrees to comply with all applicable federal, state and local laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to this Agreement and the conduct of its normal operations, including, but not limited to, purchasing, construction, land acquisition, fiscal management, equal employment opportunity, accessibility, and the environment.
9. The Grantee shall comply with all federal and State laws relating to equal employment opportunity. The Grantee shall take affirmative action in complying with all Federal and State requirements

Division of Parks and Recreation

North Carolina Department of Natural and Cultural Resources

concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.

10. In accordance with Executive Order 24 (signed October 18, 2017), the Grantee agrees not to discriminate against any person on the basis of race, color, ethnicity, national origin, age, disability, sex, pregnancy, religion, National Guard or veteran status, sexual orientation, gender identity or expression in the use of any property or facility acquired or developed pursuant to this Agreement.
11. Grantees shall have on file with the Department a copy of the Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its governing body as set forth in N.C.G.S. § 143C-6-23(b). The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of state funds and local matching funds and shall include actions to be taken by the Grantee or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the Department may disburse the grant funds, unless the Grantee is covered by the provisions of N.C.G.S. 160A-479.11 and/ or 14-234. [N.C.G.S. 143C-6-23(b)(2007)]. Grantee shall at all times comply with the Grantee's conflict of interest policy.
12. The Grantee is and shall be wholly responsible for the performance of this Contract, and as such, shall be wholly responsible for the work to be performed and for the supervision of its employees in the performance of this Contract. The Grantee's performance of this Contract does not create or establish any employment relationship, joint venture, or partnership between the Grantee and the State. The Grantee represents that it has, or shall secure at its own expense, all personnel required to perform the services under this Contract. Such personnel of Grantee shall not be employees of, or have any individual contractual relationship with, the State.
13. The Grantee certifies that it:
 - a. Has neither used nor will use any appropriated funds for payment to lobbyists;
 - b. Will disclose the name, address, payment details, and purposes of any agreement with lobbyists whom Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and,
 - c. Will file quarterly updates about the use of lobbyists if material changes occur in their use.
14. Under N.C.G.S. §133-32 and Executive Order 24, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor) to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies. This prohibition covers those vendors and contractors who:
 - a. have a contract with a government agency; or
 - b. have performed under such a contract within the past year; or
 - c. anticipate bidding on such a contract in the future.

Division of Parks and Recreation
North Carolina Department of Natural and Cultural Resources

The requirements of N.C.G.S. § 133-32 are hereby incorporated by reference, including any subsequent amendments thereto, and shall apply to all vendors and subcontractors under this Contract. By execution of any response in this Agreement, Grantee attests, for Grantee's entire organization and its employees or agents, that Grantee is not aware that any such gift has been offered, accepted, or promised by any of Grantee's employees.

15. Except as otherwise provided herein or unless superseded by applicable federal or State statute of limitations, all promises, indemnifications, requirements, terms conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Agreement expiration or termination date.
16. This Agreement may not be amended orally or by performance. Amendments shall be made in writing on a form prepared by the Department and duly executed by an authorized representative of the Department and the Grantee.
17. If any provisions of this Agreement are held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.
18. If eligible, the Grantee and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Agreement, pursuant to N.C.G.S. § 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
19. Travel expenses shall not be reimbursed in the performance of this Agreement. If travel is necessary in the performance of this Agreement, it shall be included in the approved project budget and narrative.
20. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and understandings relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters shall be determined.
21. This Agreement and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements. This Agreement and any addenda thereto, are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGES FOLLOWS]

Division of Parks and Recreation
North Carolina Department of Natural and Cultural Resources

In witness whereof, the Department and the Grantee have executed this Agreement in duplicate originals, one of which is retained by each of the parties.

Name of Grantee (Local Government)	Signature of Grantee (Chief Elected Official)
Typed or Printed Name of Official	Title of Official
Date	

(Notary Public Completes)

State of North Carolina

County of

--

On this _____ day of _____, 20____,

personally appeared before me the said named _____, in their capacity as _____ for Grantee, to me known and known to me to be the person described in and who executed the foregoing instrument, and he (or she) acknowledged that he (or she) executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

My commission expires: _____, 20_____.

Signature of Notary Public

(Seal Here)



Division of Parks and Recreation
North Carolina Department of Natural and Cultural Resources

North Carolina Department of Natural and Cultural Resources
Pamela B. Cashwell, Secretary

By:	Director, NC Parks & Recreation	
Department Head or Authorized Agent for Secretary Cashwell	Title	Date

Division of Parks and Recreation
North Carolina Department of Natural and Cultural Resources

Attachment A
Notice of Certain Reporting and Audit Requirements

The Grantee shall comply with all rules and reporting requirements established by State statute or administrative rules. For convenience, the requirements are set forth in this Attachment.

Reporting Thresholds.

There are two reporting levels established for grantees and subrecipients receiving State financial assistance. Reporting levels are based on the level of State financial assistance from all funding sources. The reporting levels are:

- (1) Level I – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than one million dollars (\$1,000,000) within its fiscal year.
- (2) Level II - A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than one million dollars (\$1,000,000) within its fiscal year.

Reporting requirements for grantees that meet the following reporting standards on an annual basis:

- (1) All grantees and subrecipients shall provide a certification that State financial assistance received or, held was used for the purposes for which it was awarded.
- (2) All grantees and subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.
- (3) All grantees and subrecipients shall report on activities and accomplishments undertaken by the Grantee, including reporting on any performance measures established in this Agreement.
- (4) Level II grantees and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

All reports shall be filed with the Department in the format and method specified by the Department no later than three (3) months following the end of the Grantee's fiscal year. Audits must be provided to the Department no later than nine (9) months following the end of the Grantee's fiscal year. The Grantee shall use the reporting package forms provided by the Department in making and submitting reports to the Department.

Unless prohibited by law, the costs of audits made in accordance with the provisions of this Agreement shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Agreement shall not be charged to State awards.

Notwithstanding the provisions of this Agreement, a grantee may satisfy the reporting requirements of this Agreement by submitting a copy of the report required under federal law with respect to the same funds.

Division of Parks and Recreation
North Carolina Department of Natural and Cultural Resources

Attachment B
Scope of Work

North Carolina Division of Parks and Recreation
Parks and Recreation Trust Fund – Helene Recovery Fund Grant Program

Grantee: Town of Montreat

Title of Project: Flat Creek

Project Number: 2026-1171

Contract Number: 2026-1171

Amount of Grant: \$307,274

Amount of Match: \$307,274

Contact Person for Project: Savannah Parrish

Title: Town Manager

Address: PO Box 423, Montreat, NC 28757

Telephone: 828-669-8002

Contact email address: sparrish@townofmontreat.org

Scope of Project: Development includes Creek Bank Stabilization + Restoration, Creek Edge Reinforcement, Fencing, Site Preparation, Planning Costs, and Contingency

Length of Project: May 1, 2026 through April 30, 2029 (36 months)

Schedule for Reimbursements: Grantee may submit bills quarterly after a significant portion of work has been completed on the project element(s). Not more than 90% of the grant will be reimbursed until the grantee completes the project elements specified in the grant (refer to detailed budget submitted with grant application).

The Town of Montreat grant application and support documentation are, by reference, part of the Agreement. The administrative rules of the N.C. Parks and Recreation Trust Fund are, by reference, a part of the Agreement.

Checklist to Submit a Complete Application

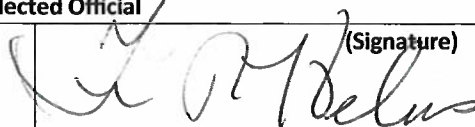
All items listed are required documents. Complete and submit the checklist with your application. Keep a copy of the application for your files.

- Paper Submission – Must include Hard Copy and Digital Copy on flash drive
 - Hard Copy: Paper clip the pages and copies of each item on the checklist together. **Do not use staples.**
 - Digital copy: Submit a flash drive with individual files for the documents on the checklist. Use PDF format. Label the flash drive with the local government name. Use the file names shown in the table below.
- Electronic Submission - Applications are submitted through an electronic folder in Microsoft SharePoint. Applicants should contact their Recreation Resources Service regional consultant to request access to the SharePoint folder. Applicants are encouraged to request access early in the process to allow for technical support, as needed. Use the file names shown in the table below.

Applicant: Town of Montreat **Project Name:** Montreat: Flat Creek Helene Recovery

<i>Required for All Applications</i> Use the (file name) shown for each item.	Included ✓
Checklist for Submitting a Complete Application (Checklist)	☒
Applicant's Basic Facts and Assurances (Basic facts)	☒
Project Description (Description)	☒
Project Justification (Justification)	☒
Site Plan (Site plan)	☒
Site Vicinity Map (Site vicinity)	☒
Project Costs (Project costs)	☒
Source of Matching Funds (Matching funds)	☒
Attorney's Certification of Site Control (Site control)	☒
Environmental Review (ENV review)	☒
Prioritization (Prioritization) <i>OPTIONAL</i>	☒
Resiliency Planning (Resiliency) <i>OPTIONAL</i>	☒
Applicant Self-Scoring System (Self Scoring)	☒

Helene Recovery Fund 2025-2026 Basic Facts & Assurances

Local Government Name: Town of Montreat	County: Buncombe
Federal Employer I.D. Number: 56- 0949173	
Local Government Contact Person for the Grant: Name: ☐ Mr. ☒ Ms. Savannah Parrish Title: Town Manager Organization: Town of Montreat Mailing Address: PO Box 423 City/State/Zip: Montreat NC 28757 Telephone: 828-669-8002 E-mail: sparrish@townofmontreat.org (must be an employee of the sponsoring local government)	Local Government Manager: Name: ☐ Mr. ☒ Ms. Savannah Parrish Title: Town Manager Mailing Address: PO Box 423 City/State/Zip: Montreat NC 28757 Telephone: 828-669-8002 E-mail: sparrish@townofmontreat.org
Chief Elected Official: Name: ☒ Mr. ☐ Ms. Timothy R. Helms Title: Mayor Mailing Address: PO Box 423 City/State/Zip: Montreat NC 28757	
Site Control (check all that apply): ☒ Owned by local government ☐ Leased by applicant for 25 years or more ☒ Easement ☐ Owned by school board	Costs rounded to nearest dollar: <i>(Should match project budget)</i> Grant funds requested: \$ <u>307,274.00</u> Local government's matching funds: \$ <u>307,274.00</u> Total cost of project \$ <u>614,548.00</u>
Project Name: Montreat: Flat Creek Helene Restoration	
Is this an LWCF-funded park on these lists of NC projects ? ☐ yes ☒ No If yes, list the grant number(s):	
Certification and Approval by Local Governing Board I hereby certify the information contained in the attached application is true and correct and the required dollar-for-dollar matching funds will be available during the project period. This application has been approved by the local governing board.	
Chief Elected Official (Print or Type Name and Title) Mayor Timothy R. Helms	(Signature) 
If two local governments are applying together, this form must be completed and signed by each local government. One applicant must be identified by adding "primary sponsor" in the "Local Government Name" section.	
This form must be complete in its entirety for your application to be considered	

Project Description

Applicant: Town of Montreat Project Name: Montreat: Flat Creek Helene Recovery

Describe your project in 3-5 sentences. Be concise and discerning, including recreation facilities being added, renovated or replaced, acres acquired, and whether the facility renovation is due to damage sustained during Hurricane Helene.

This project will restore and stabilize a section of Flat Creek banks damaged by flooding from Hurricane Helene. A durable, eco-friendly geolift system with native plantings will be used to repair the banks, prevent further collapse and restore the natural riparian buffer zone. Bank stabilization and fencing will secure an important Public Works support facility. This project will also cover preliminary design and engineering costs for a future ADA-compliant bridge to replace the bridge lost in the flood. The project site is contiguous to a planned accessible park, Flat Creek Crossing.

Project Justification

Applicant: Town of Montreat Project Name: Montreat: Flat Creek Helene Recovery

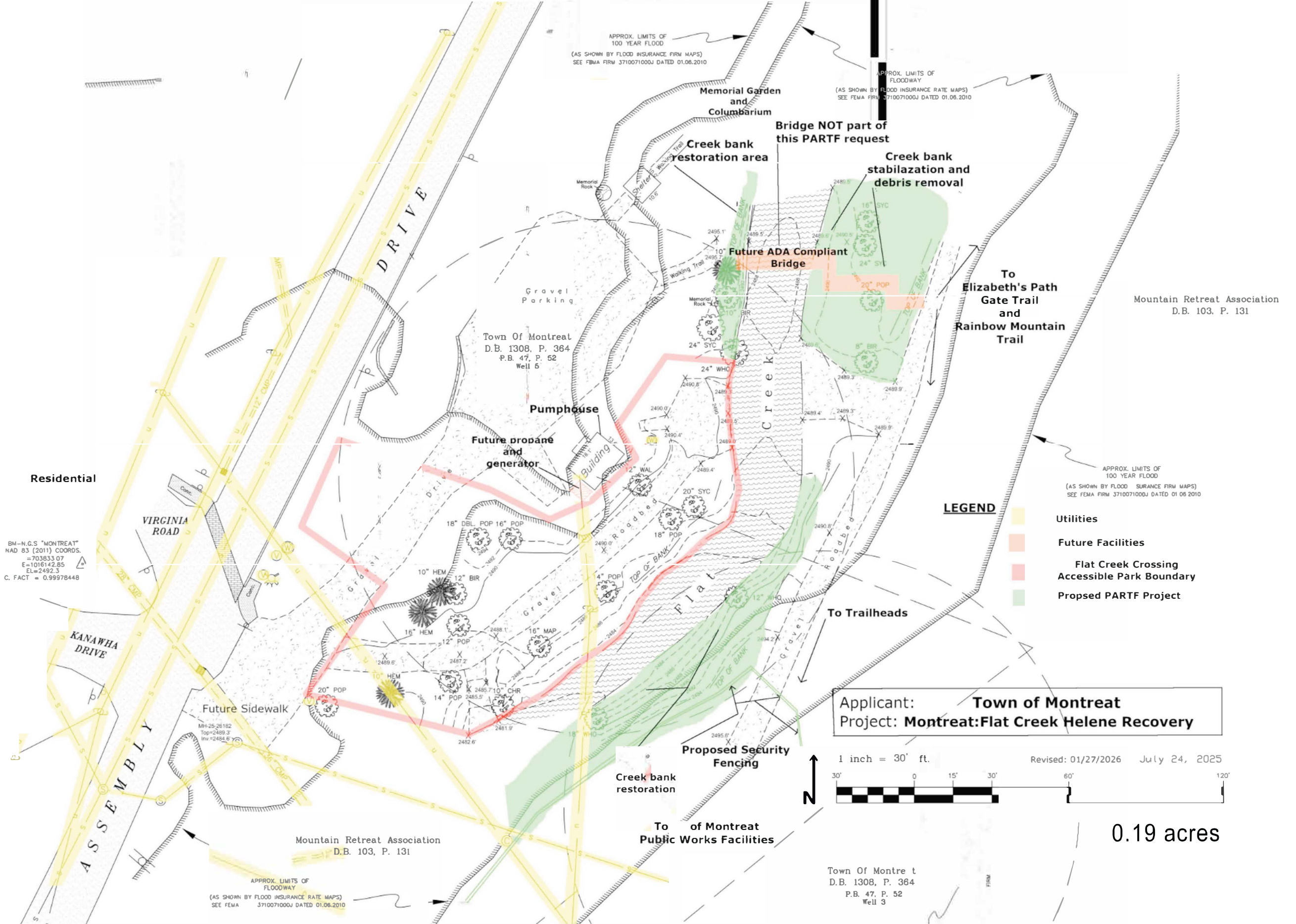
Explain why the project is needed and how the repair, replacement or addition of parks and trails projects will support long-term community resilience, environmental recovery, and equitable access to outdoor recreation following damage or effects from Hurricane Helene.

This project will restore and stabilize creek banks on Flat Creek that are critical for future resiliency of the Town of Montreat, cover preliminary design and engineering costs for a future ADA-compliant bridge to replace the bridge lost in the flood, and provide security fencing for the Town of Montreat Public Works maintenance support facility.

The project site is located on two sides of Flat Creek, just beyond the entrance to Montreat on the eastern side of Assembly Drive. Flat Creek's west bank suffered serious erosion from Helene and remains severely undercut with exposed tree roots, posing a safety hazard and a risk of further collapse. The west bank is contiguous to a forthcoming park site funded by a 2024 Accessible Parks grant, construction of which has been delayed by Helene. The compromised conditions upstream threaten the park site, making it vulnerable to silt build-up and erosion. This new project site and the accessible park site are interconnected via their geography and functions, making the structural integrity of the sites integral to one another. Restoration of the creek's west bank combined with the restoration of a lengthy section of the east bank will reduce the risk of silt pollution to downstream locations in the Town of Black Mountain and the Swannanoa River. The re-establishment of riparian ecosystems and subsequent improved water quality creates conditions for aquatic species to flourish, enhancing park visitors' exposure to, and experience of, a healthy ecosystem in action.

Reconnecting the east and west banks of Flat Creek with an ADA-compliant bridge offers many benefits. However, a bridge of this type demands construction requirements and methods be accurately engineered to tolerate high water events in an ecologically sensitive area. Engineering and designing the bridge is the first step toward facilitating the development of additional, accessible to all, recreational activities and areas along Flat Creek and beyond. The project site will preserve an area of natural beauty with uniquely accessible topography, surrounding the Town's only park.

The Town of Montreat Public Works maintenance support facility with its vehicles, heavy equipment garage, gravel pile and other storage was essential for recovery to date and remains essential for future community resilience. The access road to this facility and some of the storage units are dangerously close to the edge of the eroded east bank making the bank restoration even more critical for long term resilience. The lost footbridge severed connections to three trailheads and other recreational amenities. Hikers are now walking through the maintenance facility yard en route to their vehicles, which creates both a liability and security risk. Given the current site conditions the best option for security and visual screening of the Public Works site is fencing atop a restored creek bank.



Site Vicinity Map

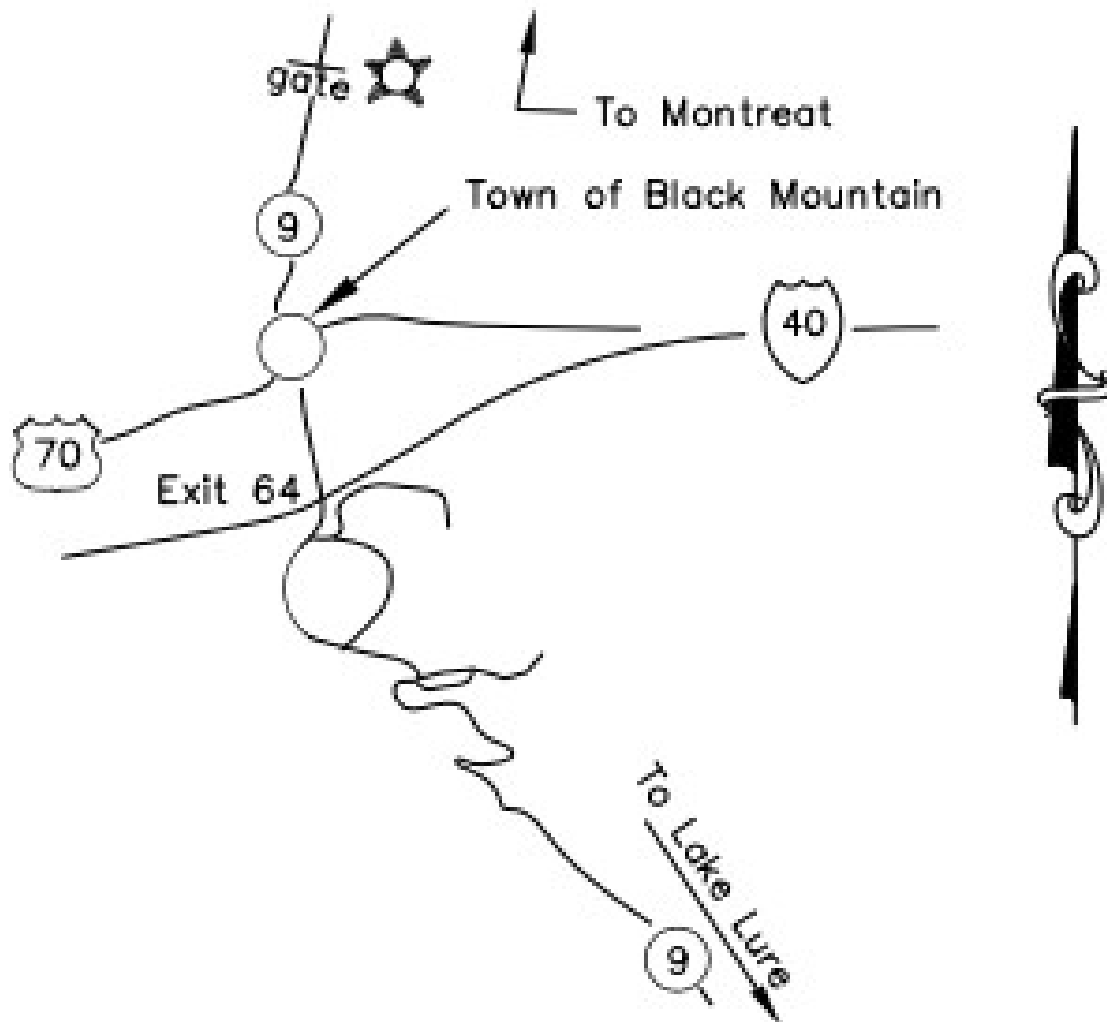
Montreat: Flat Creek Helene Recovery

N of “gate” to Montreat, E of Assembly Drive

1264-1274 Montreat Road, Black Mountain, NC

or 102-104 Assembly Drive, Montreat, NC

Latitude/ Longitude: 35.638281/-82.311895



LOCATION MAP

Project Costs

Applicant: Town of Montreat Project Name: Montreat: Flat Creek Helene Recovery

Date Prepared 1/28/2026

Project Elements (Include specific units - sizes, numbers, lengths, etc. - for each item.)	Unit	Unit Cost	Total Item Cost
Building and/or Renovating Costs			
Creek Bank Stabilization/Restoration- West Bank – 75LFt Adjacent to Memorial Garden	Linear Foot	1650.00	123,750.00
Creek Bank Stabilization/Restoration- East Bank – 150 LFt Adjacent to Public Works facilities	Linear Foot	2300.00	345,000.00
Creek Edge Reinforcement – East Bank -75 LF5t Opposite Memorial Garden -	Linear Foot	47.00	2625.00
Support Facility Fencing – 250 Lft 6' high chain link /infill – 1pair gate panels	Linear foot	75.00	18,750.00
Site Preparation (clearing, grading, erosion control)	Lump Sum	5450.00	5450.00
Engineering Fees: (No Rise Studies, Footbridge-Foundations and Support System,)	Lump Sum	27,000.00	27,000.00
Cost to Build or Renovate			522,575.00
Contingency for the Cost of Building / Renovating			
Contingency (not to exceed 5% of the cost to build or renovate or \$50,000 - whichever is less)			26,129.00
Land Value – (Indicate Purchase or Donation)			N/A
☐ Land Acquisition - Purchase			N/A
☐ Donation			
Planning and Incidental Land Acquisition Costs			N/A
Construction management, site planning, preliminary design and engineering, survey and appraisals, or the cost of preparing the application (not to exceed 20% of the cost of the project or \$200,000 - whichever is less)	12%		65,844.00
Total Project Cost			614,548.00
Total Grant Request			307,274.00
Total Local Match			307,274.00

Sources of the Applicant's Matching Funds

Applicant: Town of Montreat Project Name: Montreat: Flat Creek Helene Recovery

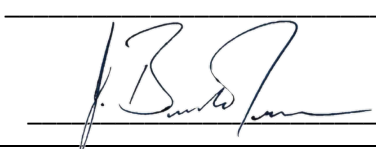
Type of Matching Funds	Amount of Funds	Funding Source	Availability
Town of Montreat will secure matching funds	\$297,274	Town of Montreat	To be determined
Reserved funds for native trees and shrubs via Town of Montreat Tree Board	\$10,000	Swannanoa Valley Wild, Local Chapter of North Carolina Wildlife Federation	Promised when needed
Total Matching Funds	\$307,274		

Attorney's Certification of Site Control

Applicant: _____ Project Name: Montreat

Instructions: Review the Site Plan for the project. An attorney must certify that the local government has control of the entire site of a proposed development project for providing public recreation by January 30, 2026. The project must be located on a single contiguous site. Please contact your regional consultant about linear parks and greenways.

Important: The application can be declared ineligible without this certification.

1. TYPE OF SITE CONTROL: Indicate the type(s) of control the applicant has for the project site.	
TYPE OF CONTROL	Check all that apply
☒ Fee Simple Title	☐ Entire Site. ☒ Portion of site See Attached
☐ Lease (25 years or longer)	☐ Entire Site. ☐ Portion of site
☒ Easement	☐ Entire Site. ☒ Portion of site See Attached
2. LIMITATIONS, CONDITIONS OR ENCUMBRANCES:	
☒ No limitations, conditions, or encumbrances ☐ Limitations, conditions, or encumbrances See Attached Attach additional pages describing any conditions or limitations in current or proposed leases, easements or use agreements. Include restrictions on the local government's use of the site or the rights to be reserved by the landowner that may impact the local government's ability to complete the project in a timely manner and/ or provide for public recreational use for at least 25 years. Attach additional pages if needed.	
3. ATTORNEY'S CERTIFICATION	
I have reviewed the site of the proposed project identified on this page and certify that the information provided above is accurate to the best of my knowledge. The proposed project will be on one contiguous site.	
NAME (Printed/Typed) _____	
TITLE _____	
SIGNATURE 	Date _____

Attachment to Attorney's Certification of Site Control

In short, it is our opinion that the Town of Montreat has control of the entire site of the proposed development project for providing public recreation as of January 30, 2026; that the project appears to be located on a single contiguous site; and that no restrictions on the Town's use of the site would forcibly impact the Town's ability to complete the project in a timely manner and/or provide for public recreational use for at least 25 years.

1. Type of Site Control

The Town of Montreat acquired the majority of the property containing the project site by a deed recorded in Book 1308 at Page 364 in the Office of the Register of Deeds for Buncombe County, North Carolina (the "Registry"). The Town acquired a smaller portion of the project site by an Offer of Dedication recorded in Book 1443 at Page 145 of the Registry, which was accepted by the Town via a Resolution recorded in Book 1443 at Page 144 of the Registry.

2. Limitations, Conditions, or Encumbrances

While the above-referenced Dedication intended for certain areas be used "only for recreation, fishing, greenspaces and beautification and for such street, bridge and utility rights of way as Town shall deem reasonably necessary ...," and for there to be no "changes in the present character and natural condition" of the same, the project anticipated herein would be consistent with any such limitation, therefore, it is not foreseeable that any limitations, impacts, and/or encumbrances would impact the project anticipated herein.

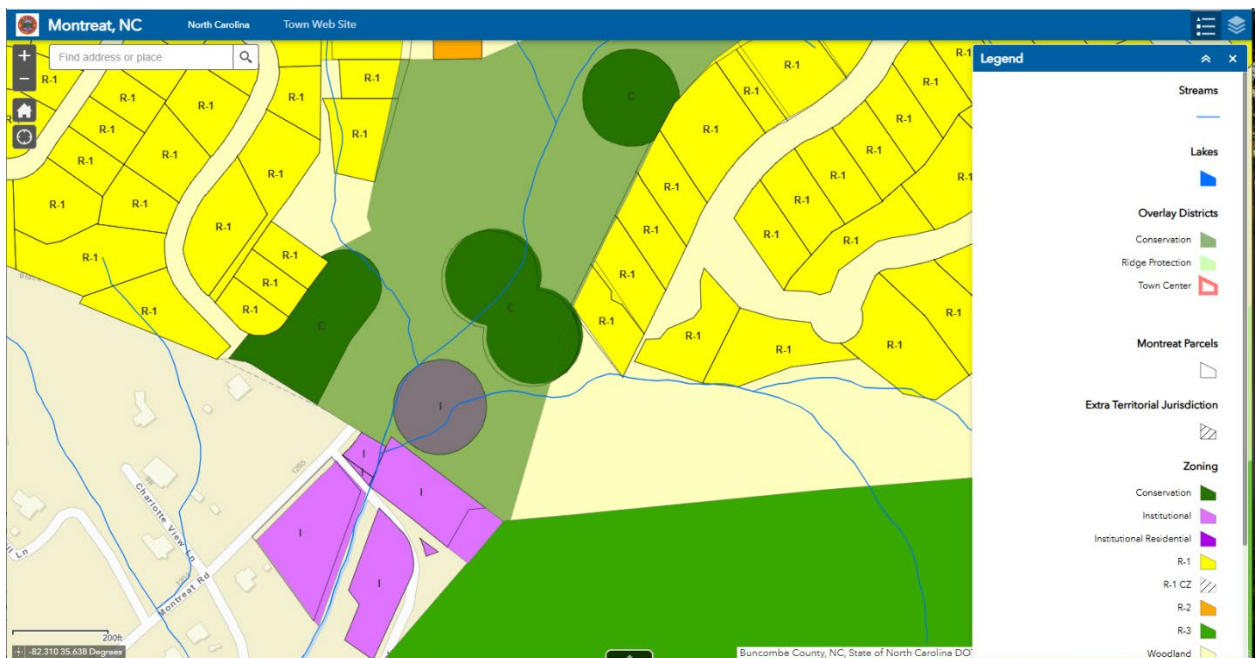
Environmental Review

Applicant: Town of Montreat Project Name: Montreat: Flat Creek Helene Recovery

- 1. Site Description:** Describe in detail the existing or proposed park property including the park acreage (for land and water), topography, streams, lakes, and any significant natural resources that are on or adjacent to the site. Attach a separate page if needed.

The 0.19 acre of this proposal project site is contiguous with the 1.18 acre identified in the Flat Creek Crossing Accessible Park project, located just inside the stone gate entrance to the Town of Montreat, population 900. It is identified by the unaddressed lot located on the East side of Assembly Drive at the intersection of Assembly Drive, Virginia Road and Kanawha Drive and includes the Public Works Department facilities at 96 Rainbow Terrace, Black Mountain (see zoning map below). This land is owned by the Town of Montreat and includes a section of Flat Creek which runs through Montreat to Black Mountain. The eastern side of the creek is zoned Institutional and Conservation/Recreation. The western side is zoned Conservation/Recreation. The Montreat watershed includes the headwaters of the Swannanoa River. The steep topography surrounds a gentle slope leading from the main access road to the water which will be the site of the Town's only park.

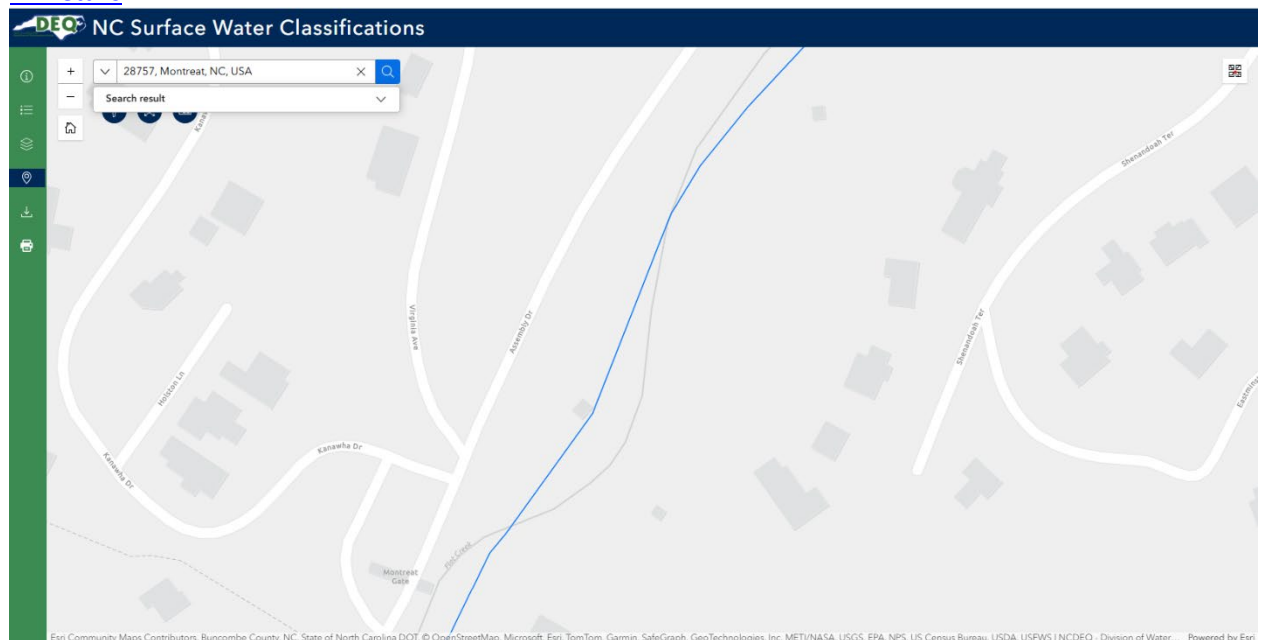
The attached maps show characteristics of the project site – river front, with a single stream running through it (Flat Creek), without historically or archeologically important structures, partly within a 100-year flood plain. The site parallels Assembly Drive and is adjacent to the stone arches leading into town (the Montreat Gate), the Gate House, a columbarium, a parking area, and a Town of Montreat water system pump house. On the opposite bank, the site borders the Town of Montreat Public Works and an access road.



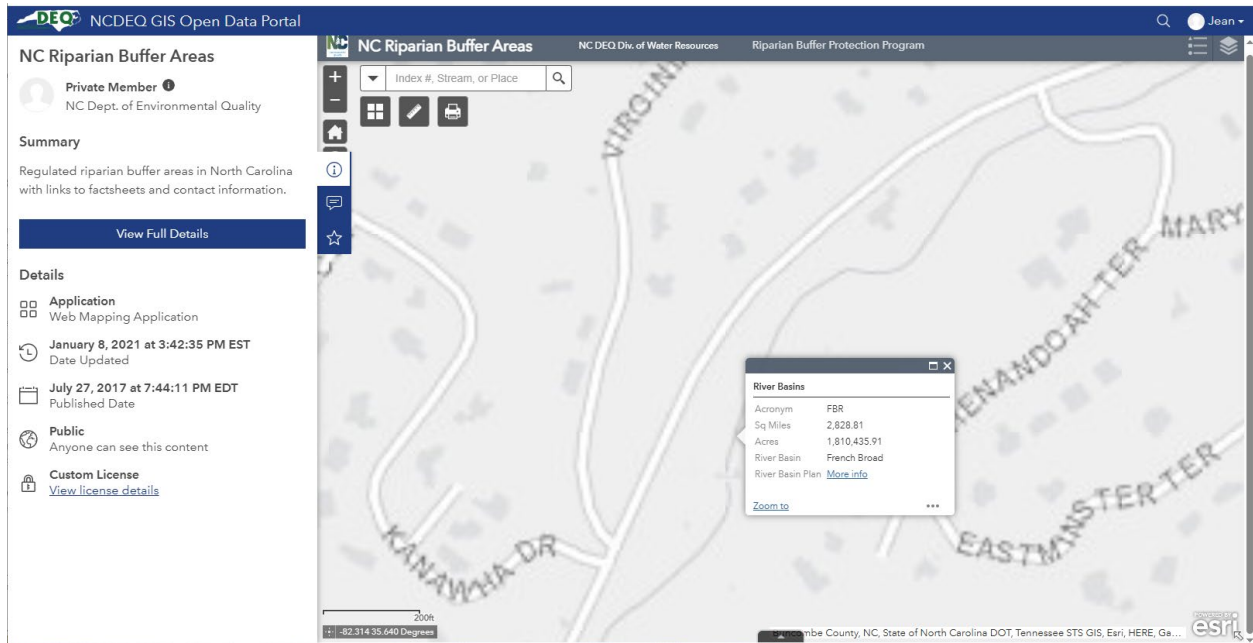
2. **Past/Current Property Use:** What are the past and/or current uses of the property? Examples: Urban/developed, forest, agricultural, industrial site, landfill, water, or wetland. Attach a separate page if needed. **Important:** If the property has been contaminated (examples: brownfield sites), all cleanup actions must be completed before a PARTF contract is executed and the project can begin. Use this space to describe any cleanup actions that are in progress or proposed. The PARTF program recommends that local governments wait until cleanup is completed before applying.

The project area and immediate surroundings already had multiple uses, including several park functions. The west side adjoins the site of a new, soon to be built, accessible park funded primarily by a 2024 NC Accessible Parks grant. This side was previously an abandoned road bed that led to a shallow vehicle crossing of Flat Creek. The adjacent property on the east side, the opposite bank of Flat Creek, is currently used as the Public Works Department headquarters with an access road, storage, gravel pile and parking garage for heavy equipment. The east creek bank includes the termini of the Rainbow Mountain Trail, The Gate Trail and Elizabeth's Path, all part of the Montreat Conference Center trail system. An adjoining footbridge and native garden were washed away by the flood. The missing bridge provided access to the trails and other upstream recreational features. North of the project site is a columbarium called the Memorial Garden with an aggregate surface walking path, which was partially undercut and washed away by flooding. South of the site is the Montreat Town Hall building and the continuation of Flat Creek as it enters the Town of Black Mountain, where it empties into the Swannanoa River.

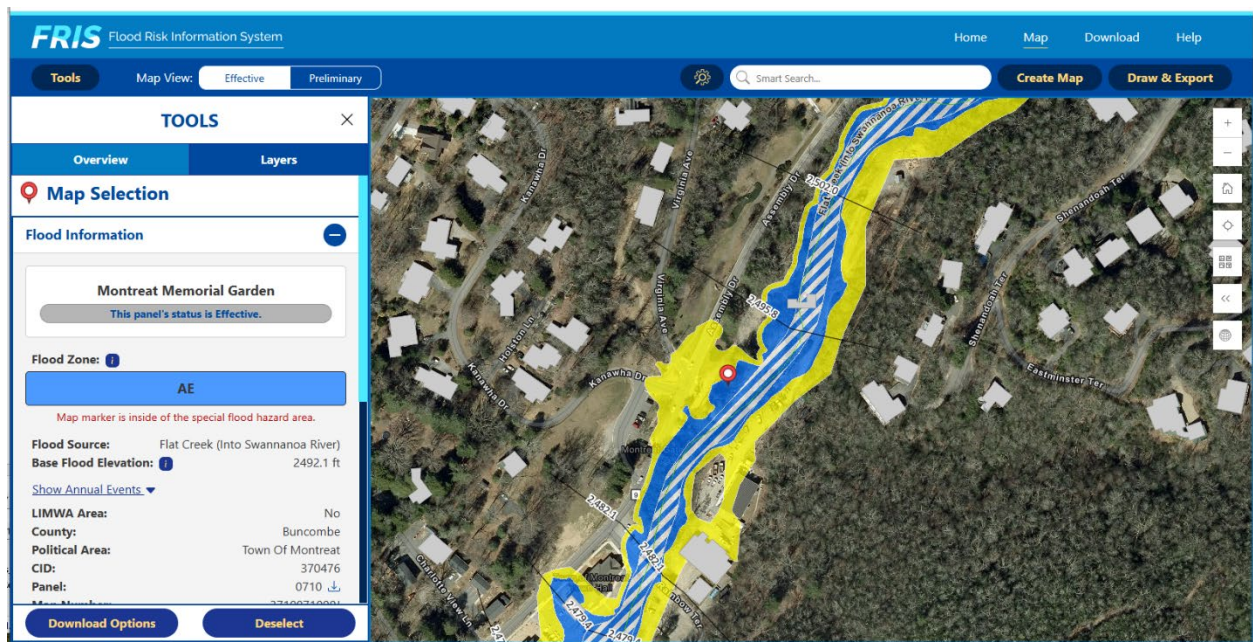
3. **Streams on Site:** Attach a copy of a map of the park property from this website:
<https://experience.arcgis.com/experience/7073e9122ab74588b8c48ded34c3df55?views=Stream-Details>



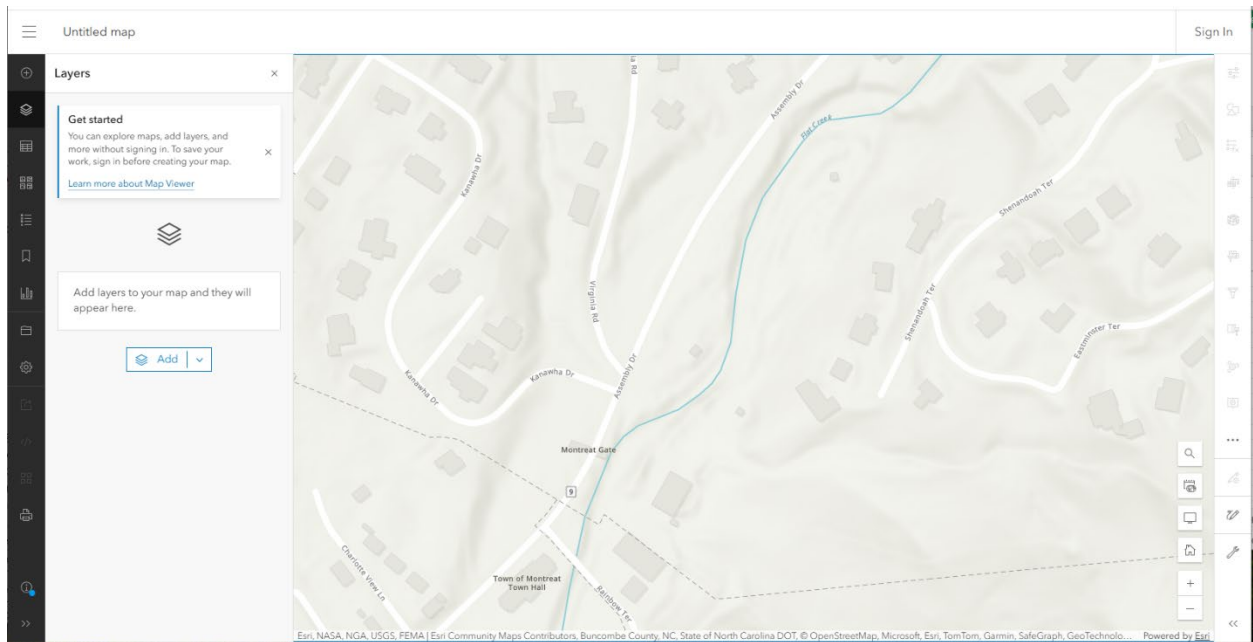
4. DWR Riparian Buffer: Attach a copy of a map of the park property from this website:
<https://arcg.is/0Ojj8D>



5. Floodplains: Attach a copy of a map of the park property from this website:
<https://fris.nc.gov/fris/Home.aspx?ST=NC>.



6. Archaeological or historical sites: Attach a copy of a map of the park property from this site: [NC HPOWEB 2.0](#). Additional review will be required if ground disturbance occurs within study list or historic district (per HPOWEB), if federal funds will also be used, or if a 404 permit is needed.



Helene Recovery Fund for PARTF 2025-2026

Prioritization Attestation

Applicant: Town of Montreat Project Name: Montreat: Flat Creek Helene Recovery
Flat Creek area: Helene Recovery

To qualify for the Western NC Prioritization, applicants must be from counties that were designated, in whole or in part, by the United States Department of Housing and Urban Development as the most impacted and distressed counties from Hurricane Helene

Applicant County: Buncombe

To qualify for the Western NC Prioritization, applicants must have a population of 300,000 or fewer based upon the 2023 Certified County Population Estimates from the State Demographer.

County Population per the State Demographer 2023 Report: 277,274

Applicant attests that (i) the application for funds is for repair, replacement, or construction of equipment, buildings, or natural features due to damage or effects from Hurricane Helene, including capacity-building, and (ii) the amount of funds requested is the amount of unmet need above the amount paid by insurance and available federal aid.

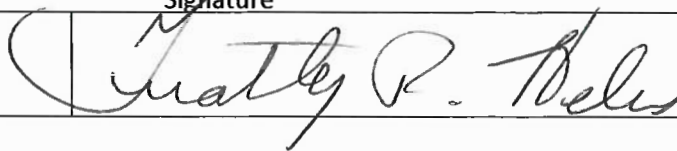
Certification and Approval by Local Governing Board

I hereby certify the information contained in the attached application is true and correct

Print Name / Title

Signature

Mayor Timothy R Helms



NOTICE:

Receipt of Allocations: A recipient of State funds under S.L. 2025-26 shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the State funds are provided, including funds from insurance policies in effect and available federal aid. State funds paid under S.L. 2025-26 are declared to be excess over funds received by a recipient from the settlement of a claim for loss or damage covered under the recipient's applicable insurance policy in effect or federal aid.

Remittance of Funds: If a recipient obtains alternative funds, the recipient shall remit the funds to the State agency from which the State funds were received. A recipient is not required to remit any amount in excess of the State funds provided to the recipient under this act.

Resiliency Planning

Applicant: Town of Montreat Project Name: Montreat: Flat Creek Helene Recovery

How is this project incorporating resiliency planning?

Repairing and restoring creek banks will prevent further damage, protect riparian wildlife and increase flood-worthiness in the future. Screening fencing will protect Town equipment necessary for maintenance and recovery after damage from disruptive climate or fire events. These developments will protect and enhance the planned accessible park. We are also obtaining engineering and design for a replacement ADA-compliant foot bridge to enable park development on the opposite creek bank. In addition, mitigating potential losses of soil and vegetation will protect water quality and land downstream in Black Mountain and the Swannanoa River from siltation and debris.

Creek banks being rebuilt will be replanted with native plants to hold the banks and recreate wildlife habitat and shade for the creek bottom. Both UNCA and Montreat College environmental sciences classes perform periodic bioassays at the Flat Creek Crossing site, allowing tracking of species and habitat recovery. Montreat previously had a population of Hellbenders, and a bio-assay by UNCA since Hurricane Helene has produced a single Northern Sucker fish, another species requiring, and therefore signifying, clean water. Plans include repeated water quality testing by Landcare Stream Team volunteers, with a contract for analysis by Environment Quality Institute in Black Mountain. We expect Montreat College and Montreat Conference Center will be able to resume plans to repopulate native brook trout, and perhaps to reintroduce Hellbenders.

Damage assessment and Recovery

- What specific damage did your parks and trails sustain during Hurricane Helene?

All 40 miles of Montreat trails were closed. Repairs by staff and volunteers involved clearing downed trees, removing hazards and debris, reworking creek crossings and in some cases rerouting. This allowed reopening of one section in December 2024. Two more trails opened in October 2025. Other trails are still closed, impassable until footbridges are replaced. In the Town center, Montreat Conference Center owns Lake Susan, a fishing, swimming, and boating facility beloved by generations of conferees. The lake was scheduled for dredging and dam maintenance just before Helene hit. Floodwaters filled the lake with silt and damaged walls around the perimeter, but the dam did not fail.

This application is for remediation of damage occurring near the entrance to Montreat, contiguous to the designated Flat Creek Crossing Accessible Park. Flood waters rose to 4 feet high through the stone arches (the Montreat Gate) over the main road into Montreat. Boulders and four feet of sediment were deposited on the planned accessible park site. At this project site, several feet of creek bank and trees were washed away on both sides, including previously installed screening plants. A collapsed, washed away section of creek bank on the north side upstream adjacent to the planned park site cut into a walkway in the Memorial Garden columbarium, causing that parklike facility to remain closed for months after Helene.

The photo A-1 shows the undercut bank upstream of the planned park site with exposed tree roots dangling. The photo A-2 shows the remaining bank by the access road leading to the Town of Montreat Public Works Maintenance Facilities.

	
A-1. Tree roots dangling over undercut bank of Flat Creek near the entrance to the Town of Montreat between the Memorial Garden and planned accessible park site.	A-2. Remaining bank of Flat Creek eroded by flooding from Hurricane Helene at upstream edge of Town of Montreat Maintenance Facility yard.

- Have you completed a formal damage assessment? If so, please briefly describe here and attach documentation (photos, engineering reports, etc.)

The Town of Montreat hired a Disaster Management Consultant and an Environmental Engineer to assist in compiling a Damage Inventory, defining project segments and coordinating with FEMA and the Army Corps of Engineers. All five bridges were impassable, mudslides severely affected roadways, more than 180 trees fell on town rights-of-way, and countless more on private property. Over a dozen water culverts were destroyed. The wells and water system were rendered inoperable. Thirteen inches of rain took a toll on our roads, collapsing surfaces and undermining edges. Streambanks, so critical to beautiful Flat Creek, were devastated, creating even more mudslides. See the Hurricane Helene Progress Update excerpted from the Town of Montreat website with photos with this application packet. Also enclosed in this application packet is the full Town of Montreat Damage Inventory.

- What immediate recovery actions were taken to stabilize or secure the site?

In the immediate aftermath of the storm, the priorities for the Town were focused elsewhere and work on the project site was delayed. The planned accessible park site served as a staging area for heavy equipment and a source of rock and sand needed for high priority repairs. To protect the essential main roadways and bridges, Town Public Works staff completed stream bank restorations in the Town center near the Lake Susan dam using methods established in collaboration with FEMA and Army Corps of Engineers (photo B-5).

Minimal emergency repairs to the creek bank by the Maintenance Facility were accomplished using mainly rock already on site (photo B-2). The broken footbridge was left on the eroded creek bank (photo B-3). The section of creek bank necessary to repair the damaged path in the Memorial Garden was restored using some material from the planned accessible park site (photo B-1). The remaining section of undercut creekbank begins at the edge of the planned accessible park (photo B-4).



B-1. Partial bank restoration on right by Memorial Garden Columbarium also showing a project site area for further bank restoration.



B-2. View across Flat Creek showing emergency stone ballast on west bank. This is part of the project site needing further bank restoration.



B-3. Broken footbridge resting on eroded creek bank



B-4. On the left is the partially cleared planned accessible park picnic area. The undercut creek bank to the right is part of this project site.



B-5. This is one section of restored creek bank upstream from the project site showing the geolift system repair.

Resiliency Planning

Applicant: Town of Montreat

Project Name: Montreat: Flat Creek Helene Recovery

Resiliency Planning and Design

- How has your community incorporated resilience into the design of the proposed project?
Examples: elevated structures, permeable surfaces, native vegetation, flood-tolerant materials.

Resilient design is central to the concept of this project. The stabilization of the creek banks will use a geolift process to install ballast, place boulders and create a terraced effect ready to withstand future storm events. Roots from native plants will, over the next 2 to 3 years, bind and secure the restored creek banks. Infrastructure for a future footbridge will use helical piers to support steel girders for a bridge with ramping for universal access at the proper height to be flood worthy.

- Does your project include nature-based solutions (e.g., bioswales, rain gardens, living shorelines) to mitigate future storm impacts?

Eco friendly coir logs prepped for planting plugs will be used to restore creek banks. Helene's damage to creekside vegetation means extensive plantings will be installed on both sides of the creek. Choice of trees and plants will be exclusively native varieties. Plant selection will now require plants and trees which will thrive in the now sunny location. Restoring these riparian buffer areas will support recovery of the Flat Creek habitat, especially for native trout and many native salamanders. In addition, the accessible park design plan already includes a filtration structure to capture and percolate runoff from the parking area. This project area is further protected by the dredging of Lake Susan upstream and new silt catchment features above the lake, enhancing resilience for the Flat Creek watershed.

- Have you updated your master plan or hazard mitigation plan to reflect lessons learned from Hurricane Helene?

Plans are in motion to update the Town's Comprehensive plan published in 2022 which already emphasized stormwater management, identified areas vulnerable to landslides and highlighted the need to protect and preserve the steep slope watershed of which Montreat is a part. In 2021, the Town and Montreat watershed was the basis for a Land of Sky Regional Council prototype study for storm water management in steep slope environments.

The Town actively participates in Buncombe County's Helene Recovery Plan ([2025 Buncombe County Helene Recovery Plan Citation Edit 202512161639117472.pdf](#)). The Town Manager is quoted in the plan, "Montreat may be small in size, but we are strong in community," said Montreat Town Manager Savannah Parrish. "These investments will help safeguard our natural environment, protect our homes and roads, and ensure that our town remains safe and accessible in future storms." Montreat's stated goals in the plan include "projects addressing hillside stabilization, wildfire risk reduction, and improvements to stormwater management."

The Town is also covered under the Buncombe County's Hazard Mitigation Plan. Though not yet formally updated post Helene, the Town will be actively involved in the next update to that Plan. Plans are in motion to update the Town's Comprehensive plan published in 2022 which already emphasized stormwater management, identified areas vulnerable to landslides and highlighted the need to protect and preserve the steep valley watershed of which Montreat is a part.

Resiliency Planning

Applicant: Town of Montreat

Project Name: Montreat: Flat Creek Helene Recovery

Community and Interagency Coordination

- What role did your parks play in community response or recovery during/after the hurricane?
Examples: shelter, distribution site, cooling center, etc.

No Town of Montreat park exists until the Flat Creek Crossing Accessible Park is built. During Hurricane Helene, the designated park and project sites were flooded by waters that were four feet high on the stone arches of Montreat Gate. Town of Montreat Public Works staff and their equipment were trapped in the Maintenance support facility surrounded by water, answering phones as long as communications remained usable. After Helene, the Flat Creek Crossing park site provided a staging area for storing heavy equipment and yielded many deposited boulders, smaller rocks and clean sand for repair efforts upstream.

After Helene the Montreat community, which includes residents of the Town and staff of Montreat Conference Center and Montreat College, worked together in fluid situations. The Town Hall near the project site, despite flood damage and being surrounded by sinkholes, was a short-term message center for information sharing and distribution of water, food and other supplies. The Montreat Conference Center ball field was used to accumulate a four-story high pile of downed trees removed from roadways and creeks by Town staff until FEMA could collect them. Town and Conference Center facilities and private homes were used extensively by volunteer organizations like church groups and a Cajun Navy crew for housing, staging, emergency food service, food and water distribution, several temporary Town Hall locations and frequent community information meetings – while all of Montreat was without water, power, communications, and reliable sewer connections. The many collaborations that occurred during and after Hurricane Helene have strengthened community bonds, making Montreat more resilient.

- Have you coordinated with local emergency management or public health agencies in your recovery or planning efforts?

We are the Town of Montreat and there is close communication and coordination with Town of Montreat and Montreat College Police, Black Mountain Fire Department, Town of Montreat Public Works, Mayor and Town Council and all advisory committees. Our Police communications are linked into the 9-1-1 system. The Town maintains wells and distribution lines for an independent potable water system serving all of Montreat. This is a town of 900 people. We experienced excellent communication and rapid response in the wake of the storm, despite frequent loss of communications coverage.

In a prior section above, we described participation in regional planning efforts.

Resiliency Planning

Applicant: Town of Montreat

Project Name: Montreat: Flat Creek Helene Recovery

Long-Term Maintenance and Monitoring

- What strategies are in place to maintain and monitor the resilience features of your project?

The Montreat Landcare Committee, an advisory Board to the Town, will ensure that the project plans are followed and the site maintained. Maintenance and monitoring tasks include assessing the health of plantings, future fundraising and building of the footbridge, editing of invasive species, debris removal, follow-up on creek water health studies, repair of new signage, and continued redevelopment of the neighboring native garden area. Monitoring and oversight will be coordinated by Montreat Landcare with Town Public Works staff as well as the Montreat Trail Club. Montreat Landcare also provides countless resources on native plants, rain gardens, storm water mitigation, American chestnut restoration, hemlock protection, bear safety. Also related to resiliency planning is Landcare's Fire Wise initiative. Volunteer workdays and special events will be planned to keep the area in the forefront of the minds of Montreat citizens and visitors. This site, with its proximity to the Town of Black Mountain, will continue to be, as it is now, a popular destination. Adjacent to the pending accessible park, the project site, with its post Helene restoration in place, will preserve and present a beautiful, natural area for families, residents and visitors, to enjoy.

- How will you ensure that future maintenance budgets account for climate-related wear and tear?

Future maintenance costs have been built into the budget for the Flat Creek Crossing Accessible Park which is contiguous with this project site. Routine maintenance costs for the features defined in this proposal will become part of Town of Montreat annual budgets. Landcare committee members, Montreat College student volunteers and other volunteers will continue to be actively involved in seeing that the work gets done and any costs are managed.

Regarding this project site, our hope and intent is that the construction methods for bank restoration will be durable enough to withstand lesser high water events than Hurricane Helene. If not, the Town maintains a healthy reserve fund a little in excess of the annual budget to allow emergency repairs. For non-emergency maintenance needs, Town budgets are built anew each year taking into account known priority projects.

Supporting documentation

- Show resilient design features on the site plans.
- Hazard mitigation plans or climate adaptation strategies.
- Letters of support from emergency management or public health partners.

Scoring System for Helene Recovery Fund Grants

Applicant: Town of Montreat Project Name: Montreat: Flat Creek Helene Recovery

Project Justification (up to 10 possible points)

This narrative should address why the project is needed and how the community will be impacted. If seeking prioritization, please include how the replacement of damaged or affected parks and trails will support long-term community resilience, environmental recovery, and equitable access to outdoor recreation following Hurricane Helene.

Applicant Self Score for Justification: 10

Resiliency Planning (up to 20 possible points)

1. Resiliency Planning (4 possible points)

Applicant Self Score: 4

2. Damage & Damage Assessment and Recovery (4 possible points)

Applicant Self Score: 4

3. Resiliency Planning and Design (4 possible points)

Applicant Self Score: 4

4. Community and Interagency Coordination (4 possible points)

Applicant Self Score: 4

5. Long-Term Maintenance and Monitoring (4 possible points)

Applicant Self Score: 4

The Town of Montreat, with about 900 full and part-time residents has done, or is doing, as much as can be done to plan for resilience. We are currently collaborating with regional planning initiatives. We will be updating the town Comprehensive Plan and ordinances for stormwater management. Town resilience plans include, for example, installing independent generators for each of the Town's potable water wells and larger stormwater culverts where Hurricane Helene demonstrated the need. We maintain heavy equipment for managing trees and brush, clearing roads, and picking up trash and we provide recent model vehicles for a 24-hour police force.

Applicant Self Score for Resiliency Planning Total: 20

Acquisition (up to 15 possible points)

Identify and provide justification for the acquisition type and impact to protect the unique natural resources. Select one of the following three options and explain why land acquisition will create a positive impact on the community. (Possible 10 points)

☒ The site is a significant, unique, and threatened natural resource that will be used for other development purposes if not acquired. The recommendation is to conserve/ protect the resource while providing low-impact passive recreation, education, and conservation opportunities. (10 points)

☐ The site is an excellent natural resource that will be protected in addition to providing active and passive outdoor recreational opportunities and supports education and conservation efforts. (7 points)

☐ The site is an average natural resource that will be used to provide predominantly active outdoor recreation opportunities and support the education and conservation efforts. (5 points)

Justification for selection:

Project site surrounds the only Town Park and secures the land for expanded accessible recreational uses.

Number of acres of land acquired - parcel acres or linear acquisition for greenway/ trails (Possible 5 points)

☒ 5 acres or less (3 points)

☐ Medium acquisition, 6-25 acres (4 points)

☐ Large acquisition, 26 or more acres (5 points)

Applicant Self Score for Acquisition: 13

Public Recreational Facilities (up to 45 possible points)

3. New, like, or renovated facilities to be provided: (30 points)

A maximum of 30 total points will be awarded for the sum of 1a, 1b and 1c.

d. The project will provide (check one):

- ☐ 3 or more types of new recreational facilities (20 points)
☒ 2 types of new recreational facilities (15 points)
☐ 1 type of new recreational facility (10 points)

List the new types of recreational facilities:

2 restored creek banks, pathway to planned accessible bridge and trails

e. The project will add recreational facilities at the park that are like the facilities that exist at the park. The project will add (check one):

- ☐ 3 or more types of recreational facilities (12 points)
☒ 2 types of recreational facilities (8 points)
☐ 1 type of recreational facility (4 points)

List the types of recreational facilities:

Site preparation for additional picnic area & access path to replacement wildflower garden

f. The project will provide major renovation of (check one):

- ☐ 3 or more types of recreational facilities (8 points)
☐ 2 types of recreational facilities (6 points)
☒ 1 type of recreational facility (4 points)

List the recreational facilities to be renovated and why each renovation is needed:

Creek banks are popular for fishing 4 points

4. The project will provide a trail or greenway (1/4 mile or longer)

that links to existing recreation area(s), school(s), downtown businesses, and/or communities located outside of the park. (5 points)

☒ No ☐

Site plan must show trail linkage to receive points. Identify by name and location the existing trail and areas to be linked by the proposed trail:

Applicant Self Score for Facilities: 27

Applicant: Town of Montreat Project Name: Montreat: Flat Creek Helene Recovery

Commitment to Operation & Maintenance (15 possible points)

1. ☐ The applicant has a full-time parks and recreation department that will manage the project site to provide programming and to ensure adequate operation and maintenance. (15 points)
2. ☒ The applicant has a full-time staff, such as a public works, who will manage the project site to ensure adequate operation and maintenance. (8 points)
3. ☐ The applicant will manage the project site with part-time staff or by contractual agreement to ensure adequate operation and maintenance. (4 points)
4. ☒ An organized volunteer group, such as a civic group or youth sports association will operate and maintain the site. (2 points)

Provide the name of the organization that will operate and maintain the site:

Montreat Landcare Committee, Flat Creek Crossing Steering Committee

If the applicant is not going to operate the site with full-time staff, (see items #3 & #4), describe how and when the site will be open to the public.

This project site adjoins a planned park, which will always be open. Everyone driving through the only entrance to Montreat will see it and insist on maintenance.

Applicant Self Score for Operation & Maintenance: 10

Availability of Other Funds for the Project (up to 5 possible points)

- ☒ Limited Funds (5 points)
- ☐ Average Funds (3 points)
- ☐ Significant Funds (1 point)

Applicant Self Score for Availability of Funds: 5

Additional Points (10 possible points +/-)

- ☒ Project is applicant's only park (Possible + 3 points)
- ☐ The applicant provides maximum access to outdoor recreation opportunities (Possible +3 points)
- ☒ Project provides public access to public waters (such as river, ocean, sound, or lake). (Possible +2 points)
- ☒ Project provides a trail connection that links daily destinations i.e. bus stop, retail, existing recreation area(s), school(s), businesses, and/or communities located outside of the project site. (Possible +2 points)
- ☐ Poor application documentation (unclear maps or incomplete site plan, instructions not followed, missing documentation, unrealistic budget, inconsistencies, etc.) (Possible -4 points)

Applicant Self Score for Additional Points: 7

Prioritization (10 possible points)

County designated by HUD as most impacted and distressed: Buncombe

County Population per 2023 State Demographer Report: 277,274

☒ Applicant attests that (i) the application for funds is for repair, replacement, or construction of equipment, buildings, or natural features due to damage or effects from Hurricane Helene, including capacity-building, and (ii) the amount of funds requested is the amount of unmet need above the amount paid by insurance and available federal aid.

Applicant Self Score for Prioritization: 10

Applicant Total Score: 102

Additional Comments:

This project is necessary for safety, security and accessibility for the planned and funded accessible park, construction of which has been delayed due to Hurricane Helene. It also prepares the location for future expansion of recreational facilities.

Town of Montreat - Hurricane Helene Progress Update

The Situation in Montreat September 27, 2024

(excerpt from Town of Montreat website, 1-23-2026)

After the Hurricane last September, Montreat was devastated. All five bridges were impassable, mud slides severely affected roadways, more than 180 trees fell on Town rights-of-way, and countless more on private property. Over a dozen water culverts were destroyed. Our water system, like everyone else's in Western North Carolina, was rendered inoperable. 13" of rain took a toll on all of our roads, collapsing surfaces and undermining edges. Streambanks, so critical to beautiful Flat Creek, were devastated, creating even more mud slides.

Well before the hurricane made landfall, Montreat Public Works staff, Police Department and Town office staff were preparing for the storm. During the storm, Public Works endangered their lives clearing culverts, moving trees from live electrical lines, and other dangerous work to keep us safe. The Montreat Police officers endangered their lives knocking on doors telling residents to evacuate and doing welfare checks. It was heroic work, far above and beyond the call of duty.

Since Then

For the last seven and a half months, staff have been assessing damage and prioritizing projects, repairing and restoring high priority projects, and working closely with FEMA representatives and a disaster assistance consultant. More than \$800,000 has been spent on storm projects thus far while still awaiting reimbursement from FEMA.

Those funds were used to:

- Repair our water system within two weeks of the storm, other municipalities were without water for two months or more.
- Pay overtime to staff and hire contractors to supplement our staff
- Bring all five bridges to passable standards
- Repair or replace culverts, protecting against further damage
- Undertake Flat Creek and tributary stream stabilization
- Remove hundreds of dump truck loads of trees and brush to clear our roads and pathways
- Repair some portion of the 17 miles of Montreat roads, stabilizing them until restoration can be done
- Restore the Town Hall to full operating condition

- Remove tons of debris from Welch Field, which was used as a staging area, and regraded, top dressed, and hydroseeded the field to playing condition
- Remove the debris from the Texas Road pedestrian bridge, which was destroyed in the storm
- Clean stormwater pipes and drains by high pressure hydro hoses and vacuum. Tons of mud, silt, and stone were cleared to allow free flowing stormwater.
- Stabilize the streambank on Flat Creek between Lookout Road and the dam. 100' of stabilization is being done. More than 220 tons of stone were filled in behind the boulder wall at the toe of the creek bank. Compacted soil will be installed on top of the stone, Grass seed and trees will be planted to prevent erosion. This entire project is being done by our Public Works staff.
- Installing wooden guardrails along the Lookout Road bridge when the stabilization project is complete.

Working with FEMA

Town staff have been assessing damage, prioritizing projects, and working closely with FEMA representatives and a disaster assistance consultant. They have identified and grouped 68 storm projects with an estimate of nearly \$12 million to restore. That is more than five times the Town's annual budget.

As of now, our understanding is that FEMA will reimburse the Town for all approved projects related to damage from Hurricane Helene. Here are other facts:

- AS mentioned above, more than \$800,000 has been spent by the Town for repairs and restoration since the hurricane on September 27.
- Those funds came from the Town's General Fund (our savings account), several loans, and generous donations from residents and friends of \$265,000.
- We have not received reimbursement on any funds expensed to date.
- We have submitted reimbursement requests to FEMA for this amount plus another \$120,000 for projects currently in process or soon to be started.
- FEMA has approved payment on \$300,000 of the requests, and we are awaiting reimbursement any day now. The remaining \$620,000 will very likely be reimbursed and is currently in process.
- The \$300,000 will be used, along with a \$120,000 interest free loan from NC Emergency Management, to work on other storm projects.
- Those projects range in complexity and cost (see the list at LIST). Four projects alone are in excess of \$5.7 million dollars for road, shoulder, and bank stabilization.
- Another large project is road repairs and repaving. The estimate for these repairs is \$1.3

million.

- As a result, we are awaiting work to begin on these larger projects until FEMA reimbursement occurs so we have funds to move ahead.
- In the meantime, Public Works, along with some contractors, are working on “affordable” but high priority projects.

Other Resources (links shown here are not live)

- To view our list of grouped storm recovery projects, please [CLICK HERE](#). Please note that FEMA organizes projects differently than we might locally. If you don’t see a specific item listed, it has likely been included within a broader project category. If you have questions, feel free to contact Town Manager, [Savannah Parrish](#), for more information.
- Learn more about FEMA’s process by [CLICKING HERE](#).

Pictorial and Video Synopsis of the Hurricane and After





A video produced by the Presbyterian Heritage Center to document Hurricane Helen's power and devastation is also available here (<https://townofmontreat.org/hurricane-helene-updates/>)