

**Town of Montreat
Board of Commissioners Meeting – Public Forum
September 10, 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
September 10, 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
- August 13, 2026, Public Forum Meeting Minutes
 - August 13, 2026, Regular 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. Planned Unit Development (PUD) Request from Mountain Retreat Association

- **Presenters:** Savannah Parrish
- **See Agenda Materials on pages 31 - 105**
- ***Suggested Motion: Move that the Town Council approve (or deny) the proposed Planned Unit Development (PUD) as presented, including the associated conditions and recommendations, and authorize the Town Manager to take the necessary steps to implement the approval***

B. Solid Waste Services Contract with Consolidated Waste Services (CWS)

- **Presenters:** Savannah Parrish and/or Barry Creasman
- **See Agenda Materials on pages 106 - 141**
- ***Suggested Motion: Move that the Town Council approve (approve as amended/or deny) the proposed Solid Waste Services Contract for solid waste collection and disposal services and authorize the Town Manager to execute the contract and any necessary related documents on behalf of the Town***

C. Boards, Commissions, and Committee Membership Appointments

- **Presenter:** Savannah Parrish
- **See Agenda Materials on page 142**
- ***Suggested Motion: Move to nominate and appoint _____ to serve as an alternate member of the Planning & Zoning Commission for a term of three years to begin on September 10, 2026***
- ***Suggested Motion: Move to nominate and appoint _____ to serve as an ETJ representative of the Board of Adjustment for a term of three years to begin on September 10, 2026***
- ***Suggested Motion: Move to nominate and appoint _____ to serve as a regular member of the Board of Adjustment for a term of three years to begin on September 10, 2026***

D. Budget Amendment #3

- **Presenter:** Savannah Parrish
- See Agenda Materials on page 143
- ***Suggested Motion:*** Move to approve/deny Budget Amendment #3 to add donations received into the budget for Fund 29 – Helene, Fund 40 – Stone Bridges, and Town Hall Landscaping Donations

DI. Resolutions Approving Payments for Purchases Lacking Pre-audit

- **Presenter:** Savannah Parrish
- See Agenda Materials on pages 144 - 150
- ***Suggested Motion:*** Move to approve/deny Resolution #26-09-001 to approve payment to David the Window Man in absence of required pre-audit
- ***Suggested Motion:*** Move to approve/deny Resolution #26-09-002 to approve payment to Bank of America for the following purchases in absence of required pre-audit:
 - *Kimball Communications in the amount of \$416.33 for radar certifications*
 - *Read's Uniforms in the amount of \$128.39 for uniform purchases*
 - *Amazon in the amount of \$22.98 for chair casters*
 - *Best Buy in the amount of \$422.10 for television and wall mounting system*

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, September 24, 2026, 5:00 pm in Town Hall with Zoom option - (if needed)

- **Landcare, Wednesday, October 2, 2026, 9:00 am in Town Hall with Zoom option**
- **October Town Council Meeting, Thursday, October 8, 2026, 6:00 pm in Town Hall with Zoom option. Public Forum will begin at 5:30 pm**
- **Tree Board, Tuesday, October 13, 2026, 9:00 am – 10:00 am in Town Hall with Zoom options**
- **Planning & Zoning Commission, October 15, 2026, 10:30 am**
- **Board of Adjustment, Thursday, October 22, 2026, 5:00 pm in Town Hall with Zoom options – (if needed)**

XIII. Adjournment

Board of Commissioners Meeting – Public Forum

August 13, 2026, 5:30 PM - 5:56 PM
Meeting Minutes

Board of Commissioners in Attendance:

Mayor Tim Helms
Commissioner Jane Alexander
Commissioner Grant Dasher
Commissioner Tom Widmer

Board of Commissioners Absent:

Commissioner Mason Blake
Mayor Pro Tem Kitty Fouche

Town Staff in Attendance:

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

Members of the Public in Attendance:

Approximately 11 people

Call to Order

Mayor Tim Helms called the Public Forum to order at 5:30 PM. He welcomed those in attendance and explained the purpose and format of the forum, noting that it provides an opportunity for community members to ask questions or make statements to the Board of Commissioners. He clarified that, unlike the regular meeting, the forum does not allow for back-and-forth dialogue between commissioners and the public, though staff may follow up with answers to questions that cannot be addressed immediately.

Agenda Adoption

Motion to adopt the forum agenda was made by Commissioner Grant Dasher and seconded by Commissioner Jane Alexander. The motion carried 3/0.

Public Comments

Elizabeth Hamilton, 160 Maryland Place, expressed gratitude for the many residents and community members who routinely contribute to the beauty and upkeep of Montreat. She highlighted examples including residents trimming vegetation, planting flowers along

roadways, organizing fundraisers for beautification and Hurricane Helene restoration, and picking up litter during walks. She praised town staff as "absolutely awesome" and conveyed her appreciation for being a member of the community.

Patti Pyle, 334 Chapman Rd, spoke in anticipation of the regular meeting agenda item concerning the Helene Recovery Grant for the Flat Creek Crossing project. She described Flat Creek as "our centerpiece," "our lifeline," and "even a spiritual lifeline" for the community. She summarized the scope of work covered by the grant — restoration, replanting, and stabilization of the creek following Hurricane Helene — and emphasized that accepting the grant funding would provide leverage and credibility for pursuing additional grants to continue restoration efforts farther up the creek and into the surrounding habitat. She thanked the Board for their time and expressed hope for a favorable vote.

Town Manager Savannah Parrish provided a FEMA recovery update. She reported that of the town's FEMA Public Assistance projects, all but two have now been formally obligated by FEMA, meaning FEMA has completed its review, approved those projects for funding, and set aside federal funds for reimbursement. She noted that 23 projects have been obligated thus far and clarified that the town must still complete the work and submit documentation before receiving reimbursement. The two remaining unobligated projects are culvert repairs and embankment stabilizations. The culvert project, covering eight locations around town, is currently undergoing FEMA's required environmental, planning, and historic preservation review. Regarding the four embankment failure sites, Ms. Parrish reported that FEMA initially denied the town's request for assistance, noting that FEMA maintains a high threshold for funding such failures unless there is a demonstrated threat to critical infrastructure. The town believes its sites meet that standard and is working with an engineer to prepare an appeal with additional technical documentation.

Mayor Helms noted that the town continues to face cash flow challenges, needing to fund projects upfront before receiving FEMA reimbursement. Ms. Parrish confirmed this dynamic, describing it as "feast or famine," and noted that an expected reimbursement of just over \$124,000 is anticipated in the near term. She indicated that a portion of those funds would be directed toward the Arbor Lane pedestrian bridge replacement, with Public Works Director Barry Creasman having additional projects in mind.

Mayor Helms briefly acknowledged a recent improvement by the Public Works department, thanking staff for reinstalling a stop sign at the end of Greybeard Trail.

Jean Norris, 192 Mississippi Road, addressed the Board in advance of the regular meeting vote on the Flat Creek Crossing grant agreement. She acknowledged that the community had been patient and deliberate in awaiting the Board's consideration. She requested that, if commissioners had questions for the Flat Creek Crossing Committee, they be shared in advance of the agenda item so the committee could prepare. She also highlighted that included within the grant scope is funding for fifty percent of the engineering costs for a pedestrian footbridge near Flat Creek Crossing that provides access to several trailheads, noting that having engineering in hand would be essential for pursuing additional funding sources.

In response to the mayor's questions about the matching funds, Ms. Norris detailed the funding picture: approximately \$290,000 in grant funding received or expected, over \$100,000 in private donations and small foundation contributions, and roughly \$30,000 dedicated to the next phase, yielding a total estimated match gap of approximately \$240,000 still to be raised. She clarified that not all funds need to be spent at once and that ongoing

work on the creek is being conducted under a separate accessible parks grant, which obligated those funds for that specific purpose.

Patti Pyle added that the committee had not yet announced a fundraising target, as they were waiting for confirmation that the contract would be accepted before mobilizing their donor base of over 266 individuals. She expressed confidence that their strong donor network would respond once given a clear funding goal and timeline.

Adjournment

Motion to adjourn the public forum until 6:00 PM, at which time the regular meeting would commence, was made by Commissioner Tom Widmer and seconded by Commissioner Jane Alexander. The motion carried 3/0.

Tim Helms. Mayor

Angie Murphy, Town Clerk

Town of Montreat
Board of Commissioners – Town Council Meeting
August 13, 2026 – 6:00 PM
Meeting Minutes

Board of Commissioners in Attendance:

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

Board of Commissioners Absent:

Commissioner Mason Blake

Town Staff in Attendance:

Savannah Parrish, Town Manager
Angie Murphy, Town Clerk
Brandon Freeman, Town Attorney
Rachel Eddings, Finance Officer
Justyn Whitson, Chief of Police

Members of the Public in Attendance:

Approximately 11 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.

The mayor recognized the recent passing of two community members: Ron Vinson who was instrumental in reviving and leading the Presbyterian Heritage Center and was known for his in-depth and engaging programs; and Judy Shillinglaw, beloved for her warm presence at community gatherings and for teaching bridge to many residents. Mayor Helms asked that those present keep these families in their thoughts and prayers.

Mayor Helms also expressed gratitude to the town's attorney Brandon Freeman and to the Planning and Zoning Commission for their diligent work during a period of long and detailed meetings.

Agenda Adoption

Motion to adopt the agenda as presented was made by Commissioner Tom Widmer and seconded by Commissioner Grant Dasher. The motion carried 4/0.

Consent Agenda

Town Manager Savannah Parrish presented the consent agenda, which included the July 9th Public Forum and Meeting Minutes, July 9th Regular Meeting Minutes, and July 17th Special Meeting Minutes.

Ms. Parrish provided several announcements: she reported a recent contact with a representative of the cell company regarding the communications tower, with hopes that it would be repaired and restored to its permitted standard. She announced that town offices would be closed on September 7th in observance of Labor Day. She also updated the Board on the bear-resistant trash certification program, noting that the town is running approximately one week behind on certifications due to the high volume of requests, and encouraged any resident who has not yet submitted a request to email trash@townofmontreat.org. The program's associated ordinance is set to take effect on October 1st.

Commissioner Tom Widmer clarified for the public that the certification is not mandatory but is intended to give residents confidence that their cans or containment systems are indeed bear-resistant, and that staff will advise on corrective measures if a system does not meet the standard.

The Board also received and accepted administrative reports from the Police Department, Planning and Zoning, Public Works, Sanitation, Streets, Finance, Permitting, and Administration. Ms. Parrish noted a correction to the finance report regarding the water fund income; Commissioner Widmer clarified that the corrected version reflected that the town had in fact made money on the water fund in the prior month.

Public Comment

No members of the public came forward during the regular meeting public comment period.

New Business

Black Mountain Police Department Commendation for Officers Bocanegra and Ammons

Ms. Parrish read for the record a commendation letter received from the Black Mountain Police Department recognizing Officer Morgan Bocanegra and Officer Elijah Ammons of the Montreat Police Department. The letter described an incident in the early morning hours of June 30, 2026, during which Black Mountain officers were involved in a foot chase that developed into a physical altercation near Terry Estates Drive and NC Highway 9. Officer Bocanegra responded swiftly while on duty, and Officer Ammons, who was off duty and in the area, voluntarily responded to provide additional support. The suspect was taken into custody on multiple charges. The letter praised both officers for their professionalism, readiness, and willingness to assist, stating that their actions reflect well on the Montreat Police Department and the cooperative relationship between the two agencies.

Resolution to Declare Surplus Property for Donation

Ms. Parrish presented a resolution to declare seven Axon Body 2 cameras as surplus property and authorize their donation to the Town of Hot Springs Police Department, pursuant to North Carolina General Statute. Chief Justyn Whitson explained that the cameras were replaced last year when the department upgraded to newer body cameras. Following Hurricane Helene, the Hot Springs Police Department lost equipment, and the Chief of Hot Springs reached out inquiring whether Montreat had anything to offer. Chief Whitson confirmed the cameras were available and brought the matter forward for approval.

Motion to approve the resolution to declare surplus property for donation was made by Mayor Pro Tem Kitty Fouché and seconded by Commissioner Jane Alexander. The motion carried 4/0.

Texas Road Traffic and Parking Ordinance

Ms. Parrish introduced a proposed ordinance that would establish a one-way traffic pattern on a designated portion of Texas Road and create prohibited parking zones along that segment. The initiative originated from a request by a Texas Road resident who asked the town to observe traffic conditions and explore solutions. Chief Whitson, Captain Tim Bradley, and Officer Bocanegra conducted observations and developed the proposal.

Chief Whitson presented photographs illustrating the proposed changes. The one-way southbound traffic pattern would begin at the end of the college parking lot and continue to the stop sign at Community Center Circle, after which two-way traffic would resume. Prohibited parking would apply along the narrowed section of the roadway, while angled parking spaces near the pool would be preserved. He noted that making the traffic flow southbound would benefit a residential parking area, allowing residents to exit their vehicles safely onto the roadway rather than down an embankment toward the creek.

Mayor Pro Tem Fouché noted that she had advocated for traffic improvements on Texas Road for many years, citing the hazardous conditions during clubs pickup and drop-off times at the Bill Wilde Youth Center and Raspberry Center, when large numbers of children and parents create congestion and safety concerns. Discussion turned to whether the one-way designation should extend further — from Community Center Circle down through the remainder of Texas Road toward Texas Road Spur — particularly given that the Texas Road bridge remains out of service, channeling significant traffic through that corridor.

Commissioner Widmer raised a concern about removing parking from the upper section of Texas Road, noting that it serves a small number of residents and that illegal double-parking was already a problem during college events. Commissioner Alexander requested that outreach be extended to all Texas Road residents, including part-time and seasonal residents, before any vote is taken.

Ms. Parrish proposed that the ordinance be tabled, that a letter be sent to all Texas Road residents explaining the proposal and soliciting their input, and that the item be brought back for a vote at the September meeting. The Board agreed with this approach. Mayor Helms suggested that the upper section and lower section be treated as separate studies for clarity, and asked Chief Whitson to consult with Commissioner Widmer by walking the road together to better understand the concerns firsthand.

This item was tabled pending community outreach and further study.

Annual Tax Collection Order

Ms. Parrish presented the annual tax collection order, a routine action required under North Carolina General Statute 105-321 to authorize the collection of the town's property taxes. She noted that the town's FY026 property tax collection rate was 99.94%.

Motion to approve the Annual Tax Collection Order as presented was made by Commissioner Jane Alexander and seconded by Commissioner Grant Dasher. The motion carried 4/0.

Budget Amendment #2 – Helene, Stonebridges, and Town Landscaping Donations

Manager Parrish explained that this budget amendment formally recognizes donations already received and places them into the appropriate budget accounts. No new spending from the general fund was created by the amendment.

Mayor Pro Tem Fouché requested that the Board acknowledge the community members who worked hard to raise the donated funds through events including a trivia night and a mahjong night. Manager Parrish affirmed that both events were conducted in an "outstanding professional" manner and that the mahjong night in particular received enthusiastic reviews.

Motion to approve Budget Amendment No. 2 was made by Mayor Pro Tem Kitty Fouché and seconded by Commissioner Tom Widmer. The motion carried 4/0.

Solid Waste Disposal and Refuse Collection Ordinance Amendment

Ms. Parrish presented a proposed amendment to the solid waste ordinance, which is not yet in effect. The change modifies the cleanup fee structure. The original ordinance tied the cleanup fee to the hourly rate of the employee performing the cleanup, which some commissioners felt was insufficient. The amendment replaces this with a flat \$125 cleanup fee applied in addition to escalating civil penalties: a written warning plus \$125 for the first violation; a \$200 civil penalty plus \$125 for the second violation; and a \$400 civil penalty plus \$125 for third and subsequent violations. The fee is intended to recover the town's costs when staff must clean up improperly stored waste.

Commissioner Widmer noted that even \$125 likely does not fully cover the town's actual costs, including vehicle and staff time.

Motion to approve the Solid Waste Disposal and Refuse Collection Ordinance Amendment was made by Commissioner Tom Widmer and seconded by Commissioner Grant Dasher. The motion carried 4/0.

Flat Creek Crossing – NC Parks and Recreation Trust Fund Helene Recovery Fund Project Agreement

Ms. Parrish presented the proposed North Carolina Parks and Recreation Trust Fund Helene Recovery Fund project agreement for the Flat Creek Crossing project, which had been submitted by the Flat Creek Crossing Steering Committee and was before the Board for consideration and acceptance. The grant requires a one-to-one local match, resulting in a required local match of \$307,274.

Following discussion and deliberation, a motion was made to decline the grant. The motion passed unanimously.

Motion to decline the North Carolina Parks and Recreation Trust Fund Helene Recovery Fund Project Agreement was made by Commissioner Tom Widmer and seconded by Commissioner Jane Alexander. The motion carried 4/0.

Public Comments

Eric Nichols addressed the Board on two topics. He raised the possibility of revisiting the use of an existing road corridor and a bridge near the Bill Wilde courts as a potential outlet to address the Texas Road one-way traffic problem, referencing a grant that had previously been arranged for that purpose. He then expressed frustration regarding the Flat Creek Crossing vote, arguing that the committee's proven track record in grant writing — which was responsible for raising hundreds of thousands of dollars — was a crucial and underappreciated factor in their capacity to raise the match.

Jean Norris clarified, following the Flat Creek Crossing vote, that the contract with NC Parks and Recreation contained standard exit provisions, and that the town would not automatically assume the full uncommitted match obligation if funds could not be raised. She noted that Commissioner Mason Blake was aware of these provisions but was not present to speak to them.

Commissioner's Communications

Mayor Helms noted that Montreat College students would be returning imminently, with athletes arriving on August 17th and new students on August 21st.

Dates to Remember

Mayor Helms noted the following upcoming dates:

- Board of Adjustment – Thursday, August 27, 5:00 PM, Town Hall (with Zoom)
- Landcare – Wednesday, September 2, 9:00 AM, Town Hall
- Town Offices Closed – Monday, September 7 (Labor Day); sanitation service resumes Tuesday, September 8
- Stonebridge Advisory Committee – Tuesday, September 8, 10:00 AM, Town Hall
- September Town Council Meeting – Thursday, September 10, 6:00 PM (Public Forum at 5:30 PM)

- Tree Board – Tuesday, September 15, 9:00–10:00 AM, Town Hall
- Board of Adjustment – Thursday, September 24, 5:00 PM, Town Hall

Adjournment

Motion to adjourn was made by Mayor Pro Tem Kitty Fouché and seconded by Commissioner Grant Dasher. The motion carried unanimously. The meeting was adjourned at 6:47 p.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 August 2026

Monthly Statistics	2025	2026
Public Meetings	5	6
Public Records Requests Processed	3	1
Water Bills Processed & Mailed	632	615
Water Bills Processed & Emailed	77	100
Leak Adjustments	2	0
Sunshine List Messages	14	10
Website Posts	14	10
Social Media Posts	14	10

Upcoming Events and Schedule Changes

0

Comments

N/A

Staff Communications

0



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ADMINISTRATIVE REPORTS: STREETS

Streets Department report for the month of August 2026

Monthly Statistics	2025	2026
Public Trees Removed	7	2
Sand Applied to Roads (tons)	0	0
Ice Melt Applied to Roads (pounds)	0	0
Road Closures	4	3

Comments

0

Staff Communitactions:

0



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ADMINISTRATIVE REPORTS: WATER AND PUBLIC WORKS

Water and Public Works report for the month of August 2026

Monthly Statistics	2025	2026
Calls for Service	32	47
Water Leaks Repaired	2	2
New Water Lines Installed	0	0
Water Meter Replacements	2	25
Gallons of Water Produced	2,614,665	4,243,171
Hours Pumped (11 wells combined)	1,432	2,647
Water Samples Taken	5	18

Comments

0



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ADMINISTRATIVE REPORTS: SANITATION

Sanitation Department report for the month of August 2026

Monthly Statistics	2025	2026
Tons of Curbside Trash Collected	17.62	14.77
Tons of Curbside Recycling Collected	3.32	1.54
Unique Curbside Sanitation Stops	1720	2250
Special Pickup Stops	5	5
Bagged Leaf Pickup	96	91
Brush Pickup (cubic yards)	3 Loads	4 Loads
Hauling Fees	6298.3	5758.8
Tipping Fees	3013.7	4167.46
Dumpster Rental Fees	515.02	177.78
Tons Convenience Center Usage-Trash	8.18	14.03
Tons Convenience Center Usage-Recycle	1.29	3.18

Comments:

Tipping fees reflect a parts of July and August.



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ADMINISTRATIVE REPORTS: ZONING ADMINISTRATION

Zoning Administration report for the month of August 2026

Monthly Statistics	2025	2026
Approved Zoning Permits	0	2
Denied Zoning Permits	0	0
Pending Zoning Permits	0	6
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

August 2026 - MONTH 2 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	2,444,485.00	407,414.17	16.67%	27,544.71	1.13%	(379,869.46)
WATER FUND	30	578,100.00	578,100.00	96,350.00	16.67%	90,351.82	15.63%	(5,998.18)
TOTAL REVENUES GENERAL & WATER FUNDS		3,020,918.00	3,022,585.00	503,764.17	16.67%	117,896.53	3.90%	(385,867.64)

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	8,682.00	16.67%	12,656.08	24.30%	(3,974.08)
ADMINISTRATION	10	637,788.00	637,788.00	106,298.00	16.67%	144,959.24	22.73%	(38,661.24)
PUBLIC BUILDINGS	10	126,625.00	127,075.00	21,179.17	16.67%	42,416.19	33.38%	(21,237.02)
POLICE	10	610,576.00	610,576.00	101,762.67	16.67%	81,144.11	13.29%	20,618.56
BUILDING AND ZONING	10	107,785.00	107,785.00	17,964.17	16.67%	7,612.13	7.06%	10,352.04
PUBLIC WORKS	10	189,233.00	189,233.00	31,538.83	16.67%	26,899.85	14.22%	4,638.98
STREET	10	460,060.00	460,060.00	76,676.67	16.67%	71,026.87	15.44%	5,649.80
SANITATION	10	233,946.00	233,946.00	38,991.00	16.67%	31,255.07	13.36%	7,735.93
ENVIRON,CONS,REC	10	24,713.00	25,930.00	4,321.67	16.67%	132.35	0.51%	4,189.32
TOTAL EXPENSES GENERAL FUND		2,442,818.00	2,444,485.00	407,414.17	16.67%	418,101.89	17.10%	(10,687.72)

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	96,350.00	16.67%	35,097.07	6.07%	61,252.93
TOTAL EXPENSES WATER FUND		578,100.00	578,100.00	96,350.00	16.67%	35,097.07	6.07%	61,252.93

TOTAL EXPENSES GENERAL & WATER FUNDS		\$3,022,585.00	\$503,764.17	16.67%	\$453,198.96	14.99%	\$50,565.21
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GENERAL FUND INCOME/LOSS - YTD (**\$390,557.18**)

WATER FUND INCOME/LOSS - YTD **\$55,254.75**

NET INCOME - YTD 2027 **(**\$335,302.43**)**

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	89,000.00	0.00	0.00	89,000.00			0.00%
Helene Materials	29	6,238.60	0.00	0.00	6,238.60			0.00%
Helene Consultants	29	95,000.00	0.00	91,730.78	3,269.22			96.56%
Helene - Professional SVCS - WithersRavenel Eng. TX Rd Culvert	29	111,000.00	985.00	75,430.35	35,569.65			67.96%
Helene - Professional SVCS - WithersRavenel CULVERTS	29	318,500.00	10,060.00	261,975.49	56,524.51			82.25%
Helene - Professional SVCS - WithersRavenel Arbor Lane	29	54,050.00	12,407.00	15,447.00	38,603.00			28.58%
Helene - Professional SVCS - WithersRavenel Texas Rd Bridge	29	71,000.00	0.00	0.00	71,000.00			0.00%
STONE BRIDGES - Contract Services	40	98,500.00	0.00	0.00	98,500.00			0.00%
STONE BRIDGES - LANDSCAPING	40	10,000.00	0.00	0.00	10,000.00			0.00%
STONE BRIDGES - MATERIALS	40	2,250.00	0.00	0.00	2,250.00			0.00%
TOTAL SPECIAL PROJECTS		\$ 759,646.43	\$ 6,250.00	\$ 450,833.62	\$ 478,312.81			59.35%

Contracted - not available



Tax Receipts

Date of Deposit	Jul-25	Jul-26	% +/-	Aug-25	Aug-26	% +/-	Sep-25	Sep-26	% +/-	Oct-25	Oct-26	% +/-
AdVal/RMV (Includes Sp Assess&Ded Fees)	4,578.68	2,346.54	-95%	8,009.73	11,450.00	30%	105,919.13	0.00	#DIV/0!	145,467.99	0.00	#DIV/0!
Sales	50,685.55	49,886.15	-2%	50,411.97	46,435.57	-9%	52,427.24	0.00	#DIV/0!	48,606.34	0.00	#DIV/0!
Solid Waste (Quarterly)				191.63	186.61	-3%						
Utility Fran (Quarterly)							23,247.64	0.00	#DIV/0!			
Wine/Beer (Annual-May)								QE 6/30/26				
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 - AUGUST 2026



# OF CALLS	CALL NATURE
1	ANIMAL PROBLEM
1	ASSIST EOC
3	ASSIST MOTORIST
1	ASSISTANCE REQUESTED (POLICE)
3	BUSINESS ALARM
5	CHECK BUSINESS
3	COMMUNITY OUTREACH
1	CONTACT PUBLIC
1	DAMAGE TO PROPERTY
2	DIRECTED PATROL
2	FIGHT IN PROGRESS
1	FOLLOW UP INVESTIGATION
4	FOOT PATROL
2	FRAUD
3	IMPROPER PARKING
4	INVESTIGATE
1	LARCENY REPORT
2	LOCKED VEHICLE
3	LOUD NOISE
2	MOTOR VEHICLE ACCIDENT
2	RESIDENTIAL ALARM
1	RESIDENTIAL B&E
31	SECURITY CHECK
2	SHOPLIFTING
2	SPECIAL ASSIGNMENT
3	SUSPICIOUS PERSON
1	SUSPICIOUS VEHICLE
47	TRAFFIC STOP
1	TREE BLOCKING ROADWAY
2	UNAUTHORIZED USE MOTOR VEHICLE
2	WELFARE CHECK
11	WILDLIFE

150

TOTAL # OF CALLS

August Building Permits Issued

Building Permits Issued
Between 8/10/2026 and 8/23/2026
for Montreat City

Case#	Case Type	Application Name	PIN	Issued Date
BLD2026-02180	Residential New Structure	BOHEME INVESTMENTS LLC-New off frame modular on basement	072111796600000	8/21/2026
BLD2026-02289	Residential Solar - Roof-mounted	APPLE-RESIDENTIAL ROOF-MOUNTED SOLAR	071065682100000	8/20/2026
CBO2026-02138	Commercial Combo Permit	TKC Montreat College Science Building Split Replacement	071096841400000	8/14/2026
CBO2026-02149	Residential Combo Permit	MOOREGASLINE/WATERHEATER	072005112100000	8/14/2026
BLD2026-02157	Residential Renovation or Remodel	DOWD MONTREAT-RESIDENTIAL RENOVATION	071096598200000	8/13/2026
BLD2026-01209	Residential New Single Family Site Built Home	MOYE-RESIDENTIAL SITE BUILT DWELLING	071085024100000	8/12/2026

Montreat Inspections - August

**Building Inspections
Between 8/3/2026 and 8/16/2026
for Montreat City**

Case#	Inspection	Inspector	Result	Inspection Dt	Result Comment
BLD2026-01352	Mechanical Rough	Edward Braun	Pass	8/13/2026	Corrections made
BLD2026-00517	Plumbing Other	Edward Braun	Pass	8/13/2026	Water test for shower pan main level Is good
BLD2026-01010	Building Footing	Edward Braun	Pass	8/12/2026	Corrections made footers are good to pour except At elevator shaft
BLD2026-01613	Building Foundation	Edward Braun	Pass	8/12/2026	Dimple board drain and gravel in place OK to backfill
BLD2026-01613	Building Slab	Edward Braun	Pass	8/12/2026	Gravel plastic perimeter foam board 6 x 6 wiremesh and turn down number 4 rebar in place Termite letter has been uploaded to portal OK to pour concrete
BLD2026-01613	Building Steel in Wall	Edward Braun	Pass	8/12/2026	Number five vertical 24 inch on center with Bond Beamer top course per engineering letter that has been uploaded to portal
BLD2025-03115	Building Slab	David Elkins	Pass	8/10/2026	TURNOUT STEEL, WIRE MESH, WASSTONE, AND POLY IN PLACE. UPLOAD TERMITE VERIFICATION FROM TERMINEX.
BLD2026-01613	Plumbing Under	David Elkins	Pass	8/10/2026	PRESSURE TEST OK ON 3" STACK . NO OTHER PLUMBING IN SLAB EXCEPT SLEEVE FOR WATER.
BLD2026-00801	Building Final	David Elkins	Pass	8/10/2026	PER APPROVED PLANS FOR RESIDENTIAL.
CBO2026-01857	Mechanical Final	Edward Braun	Pass	8/7/2026	Replace heat pump and air handler Coles reconnecting to existing duct electrical and gas
CBO2026-01857	Electrical Final	Edward Braun	Pass	8/7/2026	Replace heat pump and air handler Coles reconnecting to existing duct electrical and gas
BLD2026-01010	Building Footing	Edward Braun	Fail	8/7/2026	Footers too soft and muddy
BLD2025-03117	Building Temporary Certificate of Occupancy	Keynan Phillips	Fail	8/7/2026	Ok to stock furniture but no occupation allowed

BLD2025-03115	Plumbing Under	Edward Braun	Pass	8/6/2026	Plumbing under has a good air test
BLD2026-00612	Building Footing	Edward Braun	Pass	8/6/2026	3 deck footers
BLD2025-03117	Electrical Final	David Elkins	Pass	8/5/2026	LOW VOLTAGE COMMUNICATION MUST BE COMPLETE FOR BUILDING FINAL. CARD ENTRY SYSTEM IS TO BE INSTALLED BY MONTREAT. CABLES ARE IN PLACE FOR COMPLETION.
BLD2026-01352	Plumbing Rough	Edward Braun	Pass	8/5/2026	Plumbing is good. We need to Have nail guards and fire caulking place by framing
BLD2026-01352	Electrical Rough	Edward Braun	Pass	8/5/2026	Be sure at electrical final that all fan blades are a minimum of 36 inches from smoke CO detectors
CBO2026-01648	Mechanical Final Re-Inspection	David Elkins	Pass	8/4/2026	CORRECTIONS MADE
BLD2026-00612	Building Footing	David Elkins	Fail	8/4/2026	FOOTINGS ARE TO SOFT. DIG DOWN TO SOLID GROUND.
BLD2025-03189	Electrical Underground Electric	Edward Braun	Pass	8/4/2026	Underground electric for press box is good to cover
BLD2026-00655	Electrical Final	David Elkins	Pass	8/4/2026	
BLD2026-00655	Mechanical Final	David Elkins	Pass	8/4/2026	
BLD2026-00655	Building Final	David Elkins	Pass	8/4/2026	
BLD2025-03661	Building Final Re-Inspection	David Elkins	Pass	8/3/2026	CORRECTIONS MADE.
BLD2026-01613	Building Foundation	David Elkins	Fail	8/3/2026	WATERPROOFING AND FOUNDATION DRAINS ARE IN PLACE BUT THE STEEL IN THE FOUNDATION IS NOT INSTALLED TO THE DESIGN. THE DESIGN MUST ALSO SPECIFY THE CORRECT ADDRESS FOR THE STRUCTURE IT PERTAINS TOO. UPLOAD DESIGN TO PERMIT PORTAL ONCE CORRECT ADDRESS IS LISTED.
CBO2026-01648	Electrical Final	David Elkins	Pass	8/3/2026	
CBO2026-01648	Mechanical Final	David Elkins	Fail	8/3/2026	CARBON MONOXIDE PROTECTION DEVICES ARE REQUIRED IN THE IMMEDIATE VICINITY OF SLEEPING AREAS ON EACH LEVEL FOR FUEL FIRED EQUIPMENT.

CBO2026-01912	Mechanical Final	Edward Braun	Pass	8/3/2026	Corrections made
CBO2026-01912	Electrical Final	Edward Braun	Pass	8/3/2026	Corrections made
BLD2025-03117	Plumbing Final	David Elkins	Pass	8/3/2026	
BLD2025-03117	Mechanical Final	David Elkins	Pass	8/3/2026	

**Building Inspections
Between 8/17/2026 and 8/30/2026
for Montreat City**

Case#	Inspection	Inspector	Result	Inspection Dt	Result Comment
BLD2026-01999	Building Frame	Wesley Keith	Fail	8/28/2026	No trades in at this time.
BLD2026-01209	Electrical Construction Service	Wesley Keith	Pass	8/28/2026	
CBO2026-01888	Electrical Final	David Elkins	Fail	8/26/2026	CALLED NUMBER PROVIDED WITH NO ANSWER. NO ONE ON SITE UPON VISIT.
CBO2026-01888	Mechanical Final	David Elkins	Fail	8/26/2026	Called number provided at 12:50pm for inspection with no answer. Made visit to address at 1:25pm with no one on site for inspection.
BLD2026-00612	Building Frame	Edward Braun	Pass	8/26/2026	Correction made
BLD2025-03115	Building Foundation	Edward Braun	Pass	8/25/2026	Foundation coating and drain in place OK to backfill foundation bolts install
BLD2026-01737	Building Final	Edward Braun	Fail	8/25/2026	Need to have physical Stamped plans on site to do inspection Does not appear To have Cross bracing on bottom of I beams And in between I Beams Per Engineered plans Directions to site are go down Assembly Drive to Greybeard trl Road starts out as gravel, then turns to pavement, where road turns to gravel at parking area go across small footbridge Turn left follow trail to large pedestrian bridge with steel I Beams
BLD2026-01737	Building Final	Edward Braun	Fail	8/25/2026	Need to have physical Stamped plans on site to do inspection Does not appear To have Cross bracing on bottom of I beams And in

					between I Beams Per Engineered plans Directions to site are go down Assembly Drive to Greybeard trl Road starts out as gravel, then turns to pavement, where road turns to gravel at parking area go across small footbridge Turn left follow trail to large pedestrian bridge with steel I Beams
CBO2026-02149	Mechanical Final	Edward Braun	Fail	8/25/2026	No one home or answered the door 11 AM
CBO2026-02149	Plumbing Final	Edward Braun	Fail	8/25/2026	No one home or answered the door 11 AM
BLD2025-03644	Building Insulation	Edward Braun	Pass	8/24/2026	R 19 in walls Close cell On the roof deck Bottom floor Windows and doors complete OK to hang drywall
BLD2025-03632	Building Insulation	Edward Braun	Pass	8/24/2026	Replaced insulation in ceiling with R 38 OK to hang drywall
BLD2025-03262	Building Final	Edward Braun	Pass	8/21/2026	
BLD2025-03262	Mechanical Fireplace/Gas Logs	Edward Braun	Pass	8/21/2026	
BLD2026-01209	Building Footing	Edward Braun	Pass	8/21/2026	Pier Footings to Engineered plans on site Need to have the address road name to match the permit
BLD2026-00612	Electrical Rough	Edward Braun	Pass	8/20/2026	For light/fan in the ceiling
BLD2026-00612	Electrical Final	Edward Braun	Fail	8/20/2026	Not ready for final inspection added electrical Rough and it passed
BLD2026-00612	Building Frame	Edward Braun	Fail	8/20/2026	Need to have support for header center of house against the house
BLD2026-00951	Building Final	Edward Braun	Pass	8/20/2026	Corrections made
BLD2025-03117	Building Final	David Elkins	Pass	8/19/2026	
BLD2026-00951	Building Final	Edward Braun	Fail	8/19/2026	Missing insulation and insulation supports on the new enclosed area of the deck Insulation supports are required 6 inches on the end 18 inches in the field
BLD2026-00951	Plumbing Final	Edward Braun	Pass	8/19/2026	All fixtures are set

BLD2026-00951	Electrical Final	Edward Braun	Pass	8/19/2026	All fixtures are set
BLD2026-00951	Mechanical Final	Edward Braun	Pass	8/19/2026	Mini splits and dryer vent are good to go
BLD2025-03262	Mechanical Fireplace/Gas Logs	Edward Braun	Pass	8/18/2026	Correction made pressure test uploaded to portal
BLD2025-03262	Mechanical Fireplace/Gas Logs	Edward Braun	Fail	8/17/2026	Need to have an air test for the gas piping for the fireplace
BLD2025-03262	Electrical Re-Inspection	Edward Braun	Pass	8/17/2026	Electrical for fireplace is good for roughing

August Montreat Permits CO & COC Issued

Building Permit CO's and COC's Issued Between 8/10/2026 and 8/23/2026 for Montreat City

Case#	Case Type	Application Name	PIN	Issued Date
BLD2025-03117	Commercial Interior Alteration	5/8/26 - amended - Revised accessible egress on plan north side of building, addition of rated corridor ceiling plan west side of building, framing and insulation information for fire blocking, ext envelope improvementsMONTREAT COLLEGE/INTERIOR RENOVATION	072006490700000	8/21/2026

BLD2025-03262	Residential Renovation or Remodel	8/7/26 - amended adding LP gas - 1/20/26 amended - adding bathroom to 2nd floor so there will be 3 bathrooms on the second floor - TIMOTHY H FILSTON-Reno master bath/kitchen/half bath & HVAC	071085460300000	8/21/2026
BLD2026-00951	Residential Addition and Renovation	MARTHA-RESIDENTIAL ADDITION & RENOVATION	072015446600000	8/20/2026
BLD2026-00801	Residential New Deck	MONROE/ADDING RAMP TO DECK	071064877900000	8/10/2026

Attachment 1



MAP AMENDMENT APPLICATION

Town of Montreat Planning and Zoning
1210 Montreat Road, Black Mountain, NC 28711 | (828) 669-8002

REQUIRED FEE: \$200.00 (CASH OR CHECK)

INSTRUCTIONS

All applications for amendments to the Town of Montreat's Zoning Map must include a completed and signed application and fee, set forth by the Town of Montreat Fee Schedule. Completed applications are submitted to the Town Clerk. All fees must be made payable to the Town of Montreat. Fees are non-refundable except where an application is withdrawn prior to its consideration by the Planning and Zoning Commission. The Zoning Administrator will determine whether the application is complete following its submittal and will notify the applicant via the contact information listed below of the tentative meeting dates that the Planning and Zoning Commission and Board of Commissioners will hear the proposal and of any action taken or decision made concerning this request. All meetings of the Planning and Zoning Commission and Board of Commissioners are open to the public.

APPLICANT INFORMATION

APPLICANT NAME: Mountain Retreat Association TELEPHONE: (828)669-2911
MAILING ADDRESS: 401 Assembly Drive CITY: Montreat STATE: NC ZIP: 28757
LOCAL ADDRESS: 401 Assembly Drive CITY: Montreat STATE: NC ZIP: 28757
EMAIL: rdubose@montreat.org

PROPERTY INFORMATION

PLEASE NOTE: A RECORDED SURVEY MAP, DEED, OR OFFER TO PURCHASE MAY BE REQUIRED AT THE ZONING ADMINISTRATOR'S DISCRETION.

ADDRESS: 309 Collegiate Circle CITY: Montreat STATE: NC ZIP: 28757
PIN#: 071096345100000 TOTAL ACREAGE: 2.174 FLOODPLAIN: ☐ YES ☒ NO
PROPERTY OWNER: Mountain Retreat Association TELEPHONE: (828)669-2911
MAILING ADDRESS: 401 Assembly Drive
CURRENT ZONING: I/R OTHER: _____ OVERLAY ZONING: N/A
REQUESTED ZONING: N/A OTHER: PUD OVERLAY ZONING: N/A

STATE THE REASON FOR THE REQUEST (ATTACH SHEETS AS NECESSARY): Per Section 511 of the MZO, a Planned Unit Development is requested. Please refer to the attached documents for additional information.

CONDITIONAL ZONING REQUESTS DOCUMENTS

For Conditional Zoning Requests, the applicant is required to hold a community meeting in accordance with Section 510.4 of the Montreat Zoning Ordinance.

DATE OF COMMUNITY MEETING: 9 April 2026

CONDITIONAL ZONING APPLICATIONS MUST INCLUDE THE FOLLOWING DOCUMENTS:

1. A site plan drawing (to scale) showing:
 - a. The total acreage, present zoning classifications and Uses for the subject property and adjacent properties, date, and north arrow.
 - b. All existing Easements, reservations, and rights-of way.
 - c. Areas within the regulatory floodplain as shown on official Flood Hazard Boundary Maps for the Town of Montreat including delineation of streams and associated stream Buffers.
 - d. All proposed uses of land and structures, including all required and requested setbacks. For residential uses this includes the number of units and an outline of area where the Structure will be located. For nonresidential uses, this includes the approximate square footage of all structures and an outline of the area where the structures will be located.
2. If applicable, a written report of the community meeting including a listing of those persons and organizations contacted about the meeting and the manner and date of contact, the time, date, and location of the meeting, and a description of any changes to the rezoning application made by the applicant as a result of the meeting.

SIGNATURES AND ACKNOWLEDGEMENT

I, Richard DuBose, hereby certify that all of the information set forth above is true and accurate to the best of my knowledge.


Signature of Applicant

19 May 2026

Date

Richard DuBose

Printed Name of Applicant

OFFICE USE ONLY

☒ Complete ☐ Incomplete



Zoning Administrator Signature

6/30/2026

Date

Alexis Baker

Printed Name of Zoning Administrator

Fee: \$200

Paid: ☒ Yes ☐ No

Payment Method: check

Scheduled Planning and Zoning Commission Meeting Date: 7/16/2026

Scheduled Board of Commissioner Meeting Date: 9/10/26

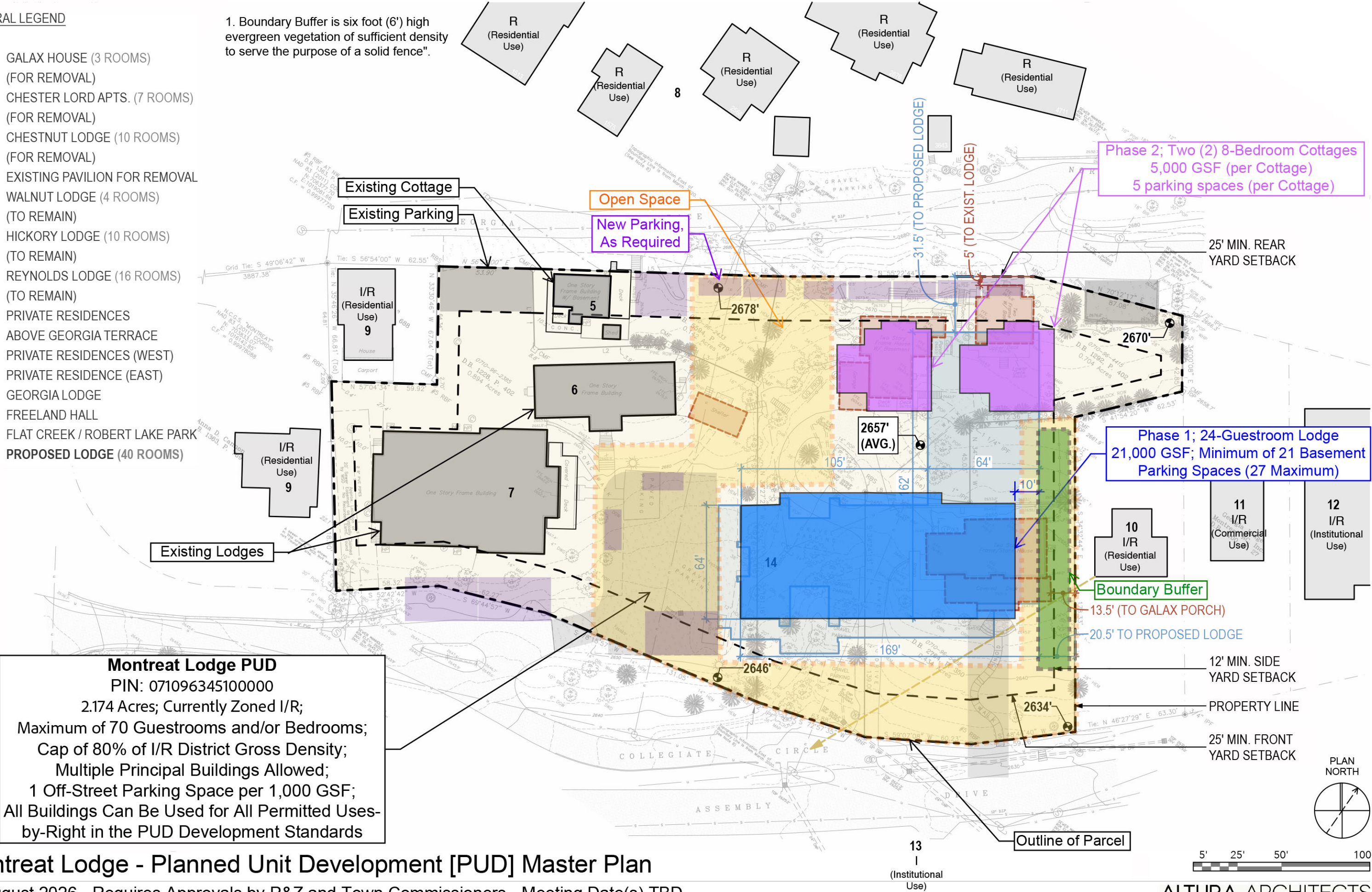
Attachment 2

Notes:

1. Boundary Buffer is six foot (6') high evergreen vegetation of sufficient density to serve the purpose of a solid fence".

GENERAL LEGEND

- 1 GALAX HOUSE (3 ROOMS)
(FOR REMOVAL)
- 2 CHESTER LORD APTS. (7 ROOMS)
(FOR REMOVAL)
- 3 CHESTNUT LODGE (10 ROOMS)
(FOR REMOVAL)
- 4 EXISTING PAVILION FOR REMOVAL
- 5 WALNUT LODGE (4 ROOMS)
(TO REMAIN)
- 6 HICKORY LODGE (10 ROOMS)
(TO REMAIN)
- 7 REYNOLDS LODGE (16 ROOMS)
(TO REMAIN)
- 8 PRIVATE RESIDENCES
ABOVE GEORGIA TERRACE
- 9 PRIVATE RESIDENCES (WEST)
- 10 PRIVATE RESIDENCE (EAST)
- 11 GEORGIA LODGE
- 12 FREELAND HALL
- 13 FLAT CREEK / ROBERT LAKE PARK
- 14 PROPOSED LODGE (40 ROOMS)



Montreat Lodge - Planned Unit Development [PUD] Master Plan

12 August 2026 - Requires Approvals by P&Z and Town Commissioners - Meeting Date(s) TBD

Attachment 3

Montreat Lodge - Planned Unit Development District
Development Standards
14 August 2026

Narrative:

Strict application of the I/R Zoning District regulations does not provide the flexibility MRA requires to develop this parcel now and into the future. This Zoning Map Amendment strengthens the long-term viability of Montreat's conference operations by creating a Montreat Lodge PUD District that is scaled to mission, respectful of neighbors, and structured for future flexibility. It protects open space, limits density, aligns residential and non-residential uses with surrounding zoning, and ensures that all future development is managed under a single, clear, and enforceable framework.

Variations from the following applicable I/R District regulations and standards are being requested:

- Multiple principal buildings are permitted, reducing the scale and impact of a single, large, combined building.
- Section 702.4 governs Off-Street Parking Space Requirements
 - The parcel combines lodging, cottage rental, and the activities of conferees, including dining, gathering, and meeting.
 - With a blend of Uses, Section 702.4 most aptly governs the Montreat Lodge PUD District's Off-Street Parking, simplifying the calculation of required spaces.
- Permitted Uses requiring added clarification:
 - Lodge is a Permitted Use-by-Right.
 - Conference Center is a Permitted Use-by-Right.

In return for greater flexibility in regard to a mix of various land Uses, the Montreat Lodge PUD District shall provide:

- Creative design in the layout of buildings, open space, and circulation
- Open space amenities for guests
- Compatibility with surrounding land Uses and neighborhood character
- Greater efficiency in the layout and provision of roads, utilities, and other infrastructure
- Environmentally sensitive development, conforming to the requirements of the Montreat Zoning Ordinance, Stormwater Management Ordinance, and Noise Control Ordinance
- Protection of health, safety, and general welfare without unduly inhibiting the development of the property
- Lower density, in the form of total building area being capped at 80% of what is permitted under the I/R district zoning
- Fewer bedrooms than complete build-out of the parcel as Multi-Family Dwelling(s)

Permitted Uses-by-Right in the Montreat Lodge PUD District:

- Public & Institutional: Conference Center
- Commercial: Lodge (Hotel)

Permitted Uses-by-Right in the Montreat Lodge PUD District (continued):

- All Permitted Uses in the I/R District, which include the following:
 - Single Family Dwelling
 - Two Family Dwelling
 - Multi-Unit Dwelling
 - Family Care Homes
 - Accessory Buildings or Uses
 - Home Occupation
 - Studios
 - Swimming Pools, Private
 - Auditorium
 - College
 - Educational Facility
 - Library, Public
 - Municipal Government Facilities
 - Museums, Public

Summary of Gross Density of Residential and Non-Residential Uses:

- Combined residential bedrooms and non-residential guestrooms shall not exceed 70 (140 beds).
- Open Space shall be a minimum of 20% of the total lot area, reducing the buildable area to 80%.

Development Standards:

- Refer to Sections 504.1 through 504.9 of the I/R District for Purpose, Use, and Lot requirements.
- Maximum Building Height is forty feet (40'), measured from the Average Natural Grade at the footprint of each principal building. All proposed Buildings, other than Single Family, must be approved by the authority having jurisdiction for fire code enforcement. Structures over thirty-five feet (35') in height will require special fire protection systems
- Refer to Section 702.4 for Off-Street Parking Space Requirements.
- Refer to Sections 504.12 and 504.13 of the I/R District for Screening and Sign Regulations.
- Separation between buildings shall not be required (except as may be required by the Building Code and/or Fire Code)
- Multiple Principal Buildings shall be permitted.
- Open Space Requirements:
 - Refer to the **PUD District Master Plan** for the proposed amount of open space.
 - No revisions, alternatives, and/or clarifications to the Town's adopted plans for greenways, recreation space, and open space are provided.
 - No conservation and/or preservation areas are provided.
 - No public recreation areas are provided.
 - Management and long-term maintenance of open space will be conducted by a private entity (the Mountain Retreat Association).
- Additional Landscaping and Buffers
 - Except as shown on the PUD District Master Plan, there shall be no variations from compliance with Article IX.
 - Refer to the **PUD District Master Plan** for the transition between the PUD and land Uses adjacent to the outer boundary of the PUD; these may include buffers, specific compatible land Uses, and/or other transitions; these boundary transitions may be varied over their length and/or width.

Submission Check List:

- Community Meeting was held on 9 April 2026.

Persons and organizations contacted; manner and date of contact:

On 6 April 2026, the MRA sent a notice of the Community Meeting to be held on 9 April 2026 in email correspondence (to over 22,000 subscribers), in a separate notice in the weekly Community Announcements (a weekly Montreat-area community announcement email put out by the MRA), and on its social media accounts.

Written report of the community meeting held on 9 April 2026

The community meeting was held at 4:00 p.m. in Upper Anderson Auditorium in the Melvin Center, located at 401 Assembly Drive, Montreat, NC 28757.

The presentation included an overview of the MRA Board of Directors' direction for the project, including the construction of a smaller 24-room lodge and the possibility of developing residential-style cottage facilities on the northern half of the parcel as an alternative to building the planned second wing of the lodge. Over 100 people attended the meeting in person, and an additional 200-plus viewers watched the meeting via livestream. A recording was made available online following the event.

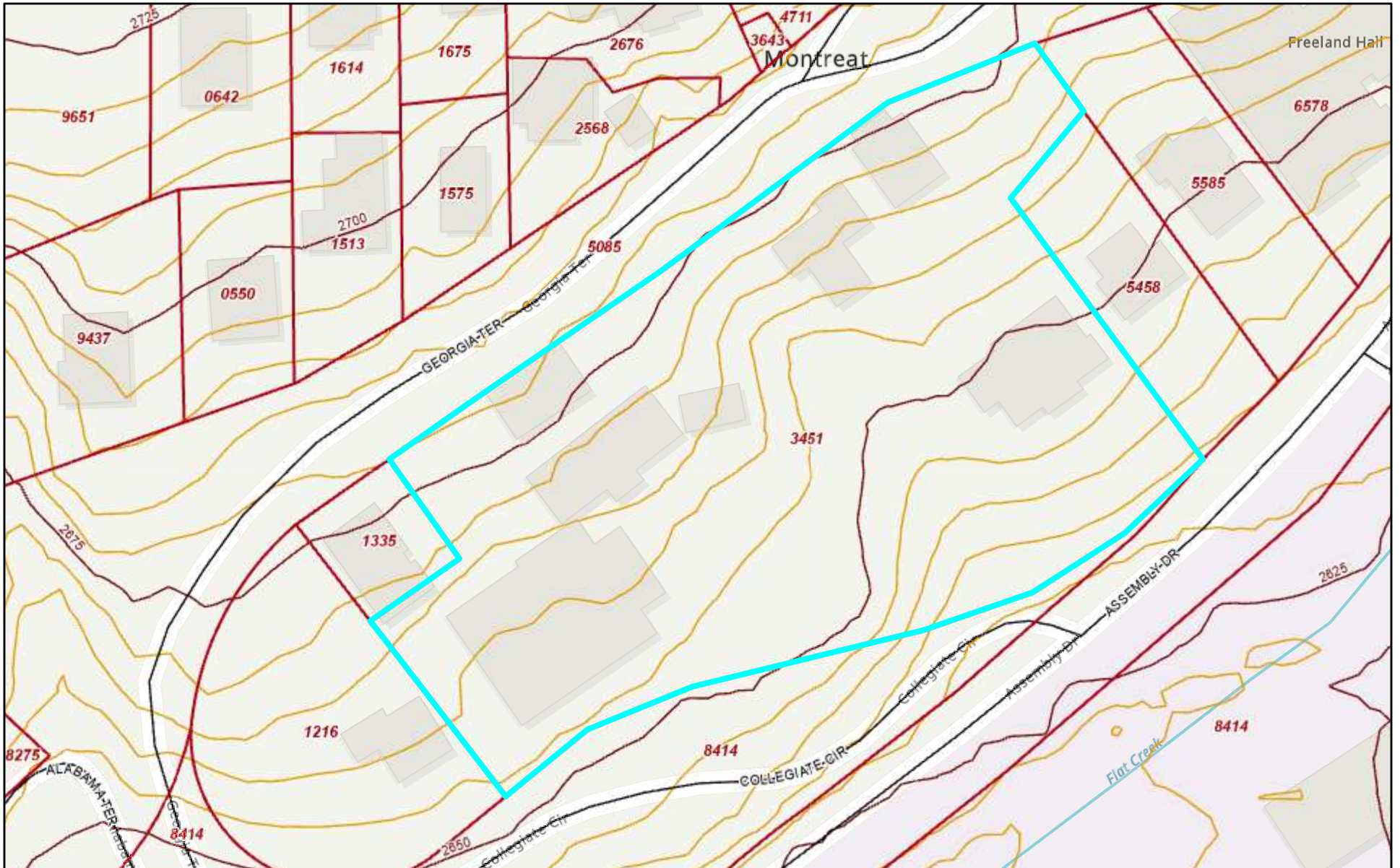
The alternative of residential-style cottages was generally well received by those in attendance at the Melvin Center, and the MRA is therefore pursuing the approvals necessary from the Town to implement this plan.

- Meetings with Neighbors (including Hayners, Joneses, and their attorney John Noor) was held on 5 May 2026.
Questions raised about building materials, setbacks, and other issues were discussed.
- *Additional subsequent meetings with neighbors and other interested citizens are being held, following the Community Meeting, and those discussions will continue.*
- Pre-Application Meeting with Town Staff was held on 14 May 2026.
 1. **PUD District Master Plan** includes the following:
 - a map, including parcel numbers, showing the parcels proposed for the PUD
 - a topographic map(s) for the property included in the proposed PUD
 - the locations of the proposed Uses
 - a map(s) showing the locations of water bodies appearing on USGS or NRCS Soil Survey maps within or adjacent to the boundary of the proposed PUD
 - a map(s) showing the locations of wetlands, stream Buffers, the 100 year floodplain, and slopes greater than 30%
 - a utility plan that includes the type and general location of the proposed public utilities
 - a plan addressing stormwater within the proposed PUD
 2. **PUD District Development Standards** include the following:
 - a list of permitted Uses proposed in the PUD
 - a summary of the gross density of those Uses proposed in the PUD
 - proposed land development standards/regulations for the PUD

3. Additional Requirements requested by the Town of Montreat:

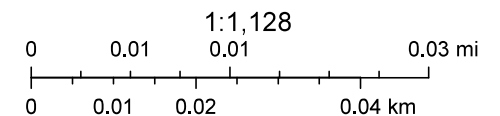
- a public service plan for the PUD that evaluates potential impacts on: police service, fire service, schools **(MRA will consult with the police chief and fire chief regarding potential impacts of the PUD District Master Plan.)**
- a multi-modal transportation plan for the PUD that includes the location of existing and proposed major roads in and adjacent to the PUD; to the extent practicable, the on-site transportation system shall be integrated with the off-site transportation system **(The PUD District Master Plan shows major roads adjacent to the parcel. The on-site paved areas are integrated with the off-site transportation system.)**
- a plan for an on-site transportation systems that addresses vehicular, bicycle, transit and pedestrian circulation **(Refer to the PUD District Master Plan for on-site transportation systems.)**
- the location of known historic Structures or sites within the PUD **(There are no historic structures on the parcel.)**
- a recreation and open space plan(s) that includes the locations and standards for open space and recreation areas within the PUD **(Refer to the PUD District Master Plan for delineation of open space.)**
- a boundary Buffer plan showing transition treatments between the proposed PUD and adjacent properties **(Refer to the PUD District Master Plan for transition treatments.)**
- a plan for development phasing within the PUD **(Refer to the PUD District Master Plan for development phasing.)**
- the Town Administrator or Board of Commissioners may require a Traffic Impact Analysis (TIA) to be conducted by the applicant and submitted as part of the rezoning application **(Refer to the Technical Memorandum, dated 8 October 2021, which states “the added trips do not reach the TIA threshold of NCDOT”. The scale of participation in Montreat Conference Center programs has not changed since 2021.)**
- topographic map for the property included in the proposed PUD **(Topographic elevations of the parcel range from 2630 feet to 2680 feet; refer to 309 Collegiate Circle – Topographic Map.)**
- a map showing the locations of water bodies appearing on USGS or NRCS Soil Survey maps within or adjacent to the boundary of the proposed PUD **(Flat Creek is adjacent to the boundary of the parcel; refer to 309 Collegiate Circle – Water Bodies Map.)**
- maps showing the locations of wetlands, stream buffers, the 100 year floodplain, and slopes greater than 30%; a utility plan that includes the type and general location **(There are no wetlands, streams, or floodplains on the parcel. The percent slope is 17.56 from www.mapwnc.org/find-slope-for-parcel; refer to 309 Collegiate Circle – Slopes Map.)**
- **The Zoning Administrator shall determine whether drawings of the building facades, included with a request for a Building Permit, are substantially in conformity with the renderings, presented to the Planning & Zoning Commission on July 16th, 2026.**
- **Minor changes in the location or siting of buildings and structures may be authorized by the Zoning Administrator, if required by engineering or other circumstances not foreseen at the time the final development program was approved; provided, however, that no change authorized by the Zoning Administrator under this section may increase the size of any building or structure by more than ten percent (10%), nor change the location of any building or structure by more than ten feet (10') in any direction, nor make any changes beyond the minimum or maximum requirements set forth in the PUD Development Standards or applicable standards of the MZO. In no event may any administrative change allow encroachment into a setback.**

Buncombe County



May 20, 2026

309 Collegiate Circle - Topographic Map



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Find Slope for a Parcel

1. Use [SimpliCity](#) or [mapAsheville](#) to find the PIN of the parcel you are interested calculating slope for.
2. Enter the 10 or 15 digit PIN below and click Calculate.

Enter one or more PINs. Separate multiple PINs with commas.

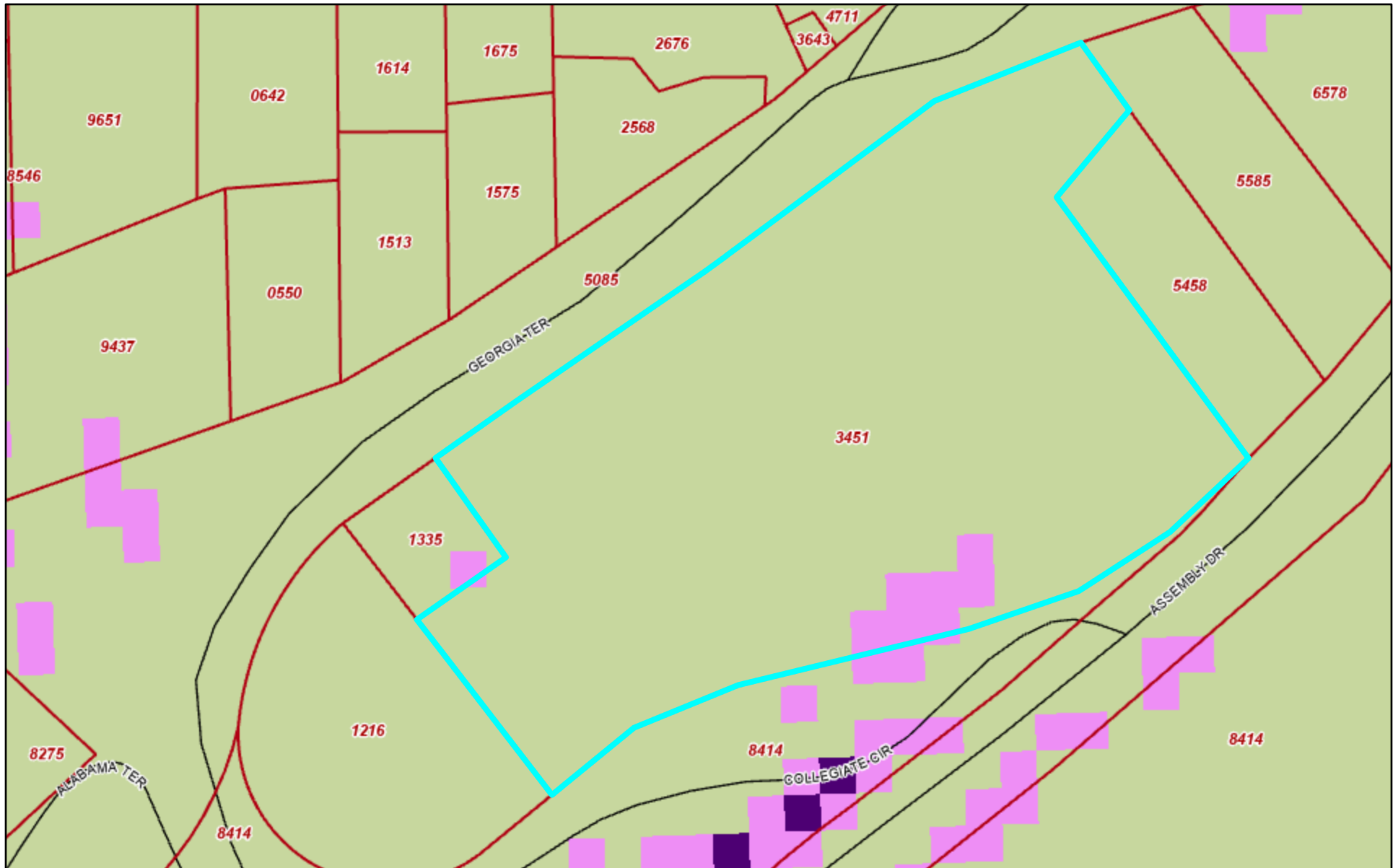
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Calculate

Your results:

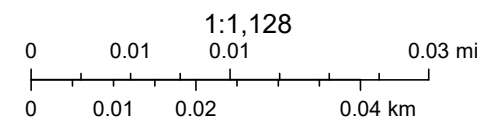
Jurisdiction	TOWN OF MONTREAT
Acres	2.20736
Max Elevation	2680
Percent Slope	17.56

Buncombe County



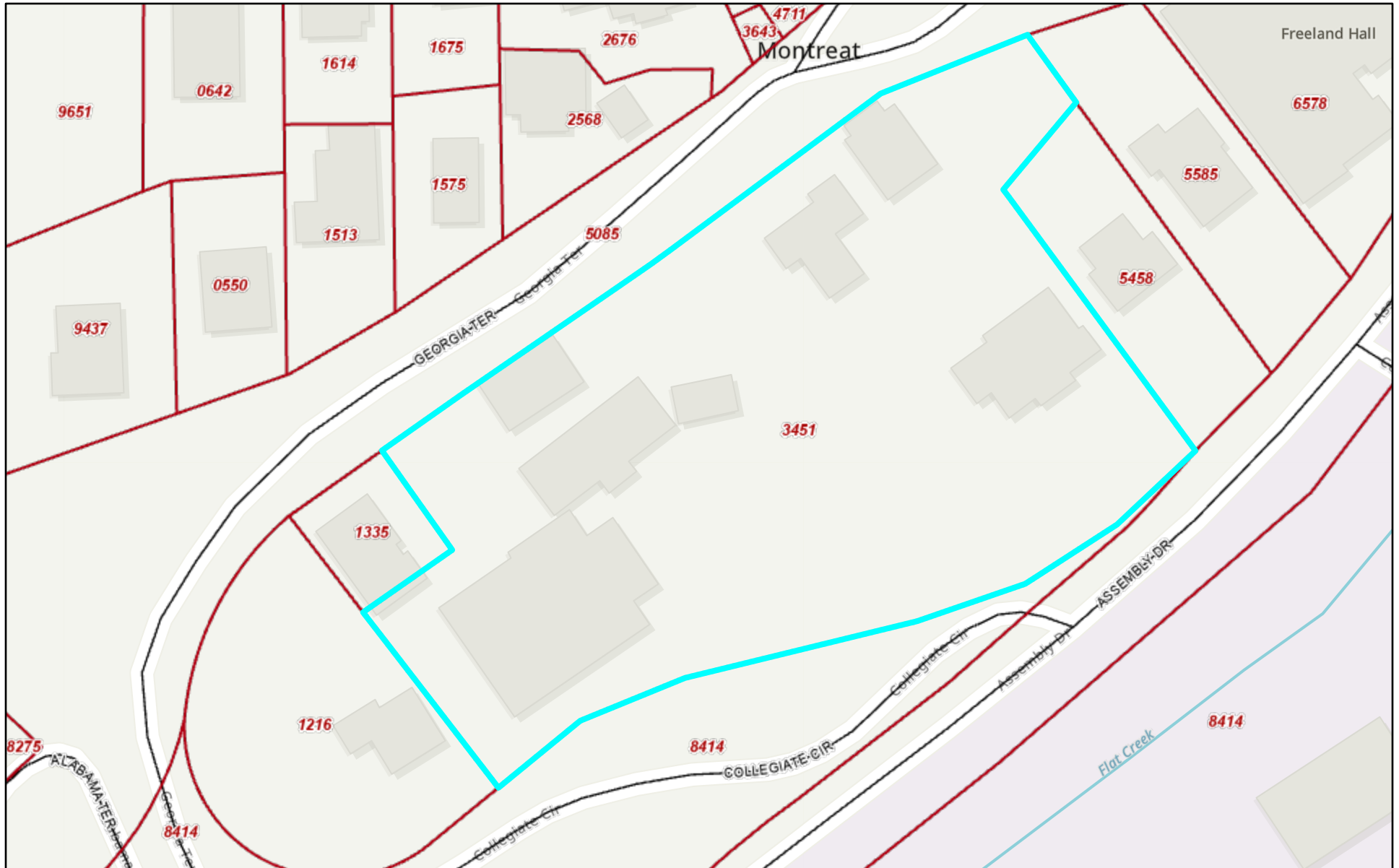
May 20, 2026

309 Collegiate Circle - Slopes Map



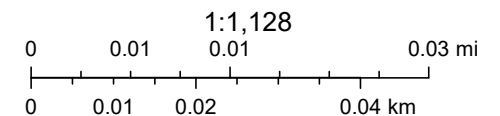
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Buncombe County



May 20, 2026

309 Collegiate Circle - Water Bodies Map



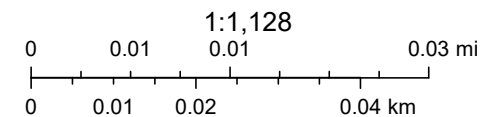
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Buncombe County



May 20, 2026

309 Collegiate Circle - Buffers and Floodplain Map

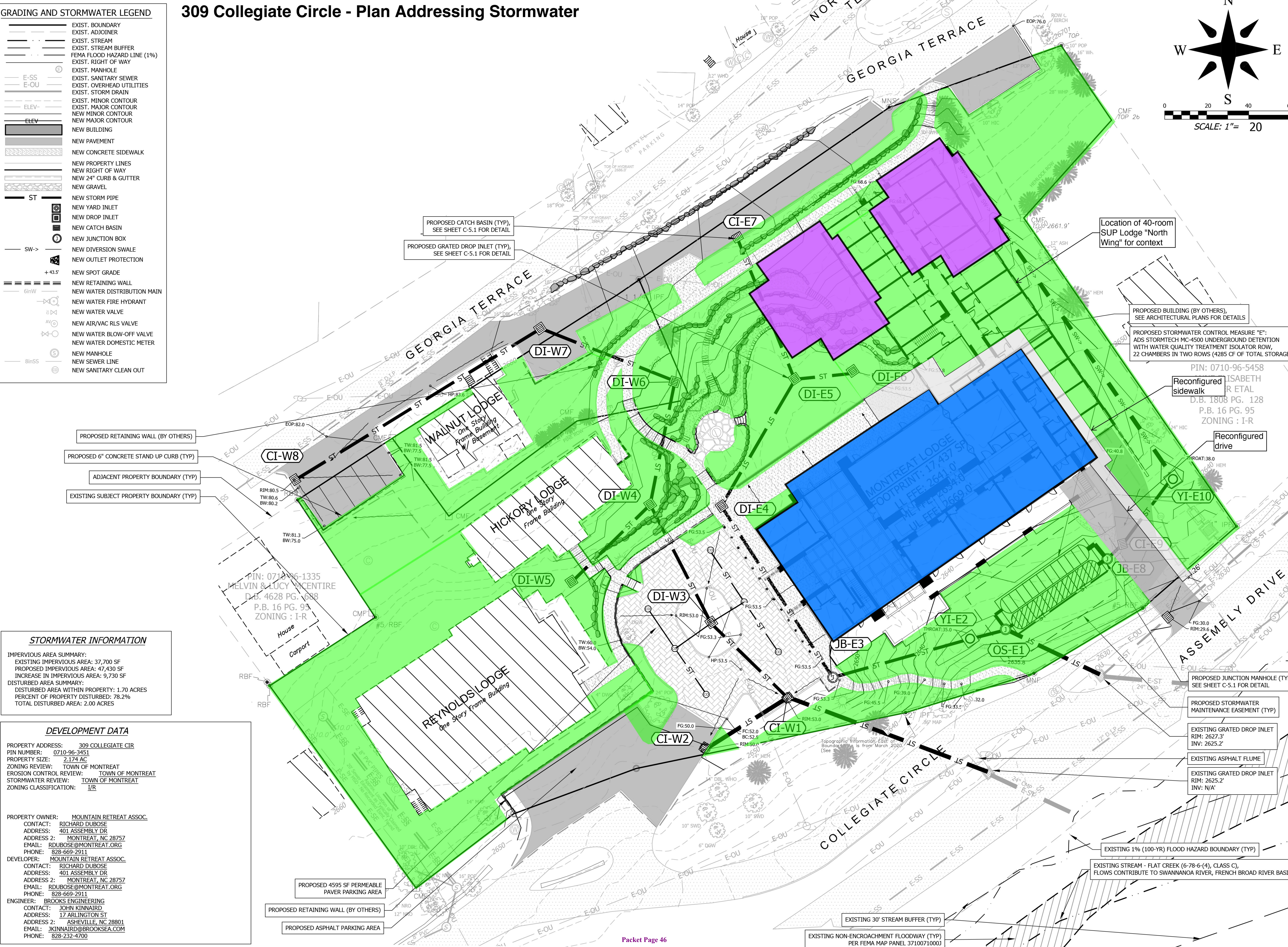
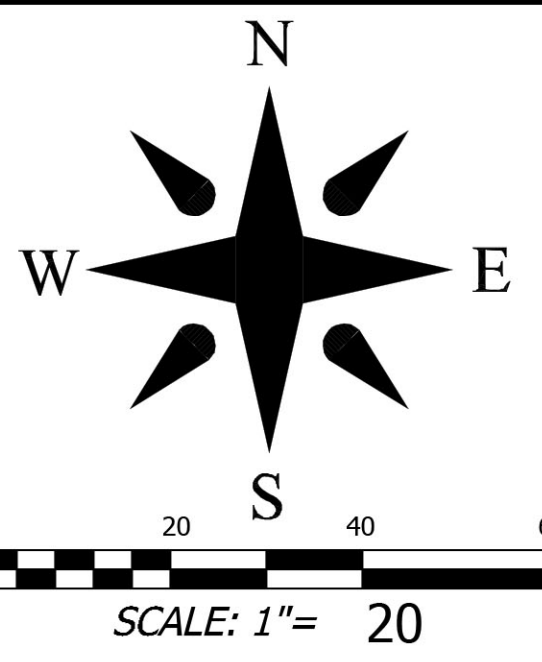


Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

GRADING AND STORMWATER LEGEND

- EXIST. BOUNDARY
- EXIST. ADJOINER
- EXIST. STREAM
- EXIST. STREAM BUFFER
- FEMA FLOOD HAZARD LINE (1%)
- EXIST. RIGHT OF WAY
- EXIST. MANHOLE
- EXIST. SANITARY SEWER
- EXIST. OVERHEAD UTILITIES
- EXIST. STORM DRAIN
- EXIST. MINOR CONTOUR
- EXIST. MAJOR CONTOUR
- NEW MINOR CONTOUR
- NEW MAJOR CONTOUR
- NEW BUILDING
- NEW PAVEMENT
- NEW CONCRETE SIDEWALK
- NEW PROPERTY LINES
- NEW RIGHT OF WAY
- NEW 24" CURB & GUTTER
- NEW GRAVEL
- NEW STORM PIPE
- NEW YARD INLET
- NEW DROP INLET
- NEW CATCH BASIN
- NEW JUNCTION BOX
- NEW DIVERSION SWALE
- NEW OUTLET PROTECTION
- NEW SPOT GRADE
- NEW RETAINING WALL
- NEW WATER DISTRIBUTION MAIN
- NEW WATER FIRE HYDRANT
- NEW WATER VALVE
- NEW AIR/VAC RLS VALVE
- NEW WATER BLOW-OFF VALVE
- NEW WATER DOMESTIC METER
- NEW MANHOLE
- NEW SEWER LINE
- NEW SANITARY CLEAN OUT

309 Collegiate Circle - Plan Addressing Stormwater



STORMWATER INFORMATION

IMPERVIOUS AREA SUMMARY:
EXISTING IMPERVIOUS AREA: 37,700 SF
PROPOSED IMPERVIOUS AREA: 47,430 SF
INCREASE IN IMPERVIOUS AREA: 9,730 SF

DISTURBED AREA SUMMARY:
DISTURBED AREA WITHIN PROPERTY: 1.70 ACRES
PERCENT OF PROPERTY DISTURBED: 78.2%
TOTAL DISTURBED AREA: 2.00 ACRES

DEVELOPMENT DATA

PROPERTY ADDRESS: 309 COLLEGIATE CIR
PIN NUMBER: 0710-96-3451
PROPERTY SIZE: 2.174 AC
ZONING REVIEW: TOWN OF MONTREAT
EROSION CONTROL REVIEW: TOWN OF MONTREAT
STORMWATER REVIEW: TOWN OF MONTREAT
ZONING CLASSIFICATION: I/R

PROPERTY OWNER: MOUNTAIN RETREAT ASSOC.
CONTACT: RICHARD DUBOSE
ADDRESS: 401 ASSEMBLY DR
ADDRESS 2: MONTREAT, NC 28757
EMAIL: RDUBOSE@MONTREAT.ORG
PHONE: 828-669-2911

DEVELOPER: MOUNTAIN RETREAT ASSOC.
CONTACT: RICHARD DUBOSE
ADDRESS: 401 ASSEMBLY DR
ADDRESS 2: MONTREAT, NC 28757
EMAIL: RDUBOSE@MONTREAT.ORG
PHONE: 828-669-2911

ENGINEER: BROOKS ENGINEERING
CONTACT: JOHN KINNAIRD
ADDRESS: 17 ARLINGTON ST
ADDRESS 2: ASHEVILLE, NC 28801
EMAIL: JKINNAIRD@BROOKSEA.COM
PHONE: 828-232-4700



MONTREAT.
CONFERENCE CENTER

Richard DuBose
President



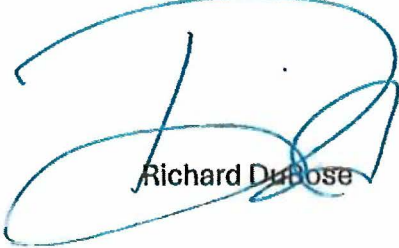
PO Box 969
Montreat, NC 28757



828.419.9800

Design Addendum:

While the Planned Unit Development application process does not necessarily require detailed architectural specifications at this stage, Montreat Conference Center remains committed to the thoughtful design and construction of facilities that reflect the architectural beauty and character in the valley. We recognize the importance of ensuring that any new development contributes positively to the visual and environmental fabric of the community. To that end, we offer the following images as representative examples of the architectural approaches, materials, and design vocabulary we are actively pursuing as part of this project.



Richard DuBose

5/19/24

Attachment 4



Street View Facing Georgia Terrace



Cottage Rear View Facing New Lodge















Design From Assembly Drive...



Design From West...



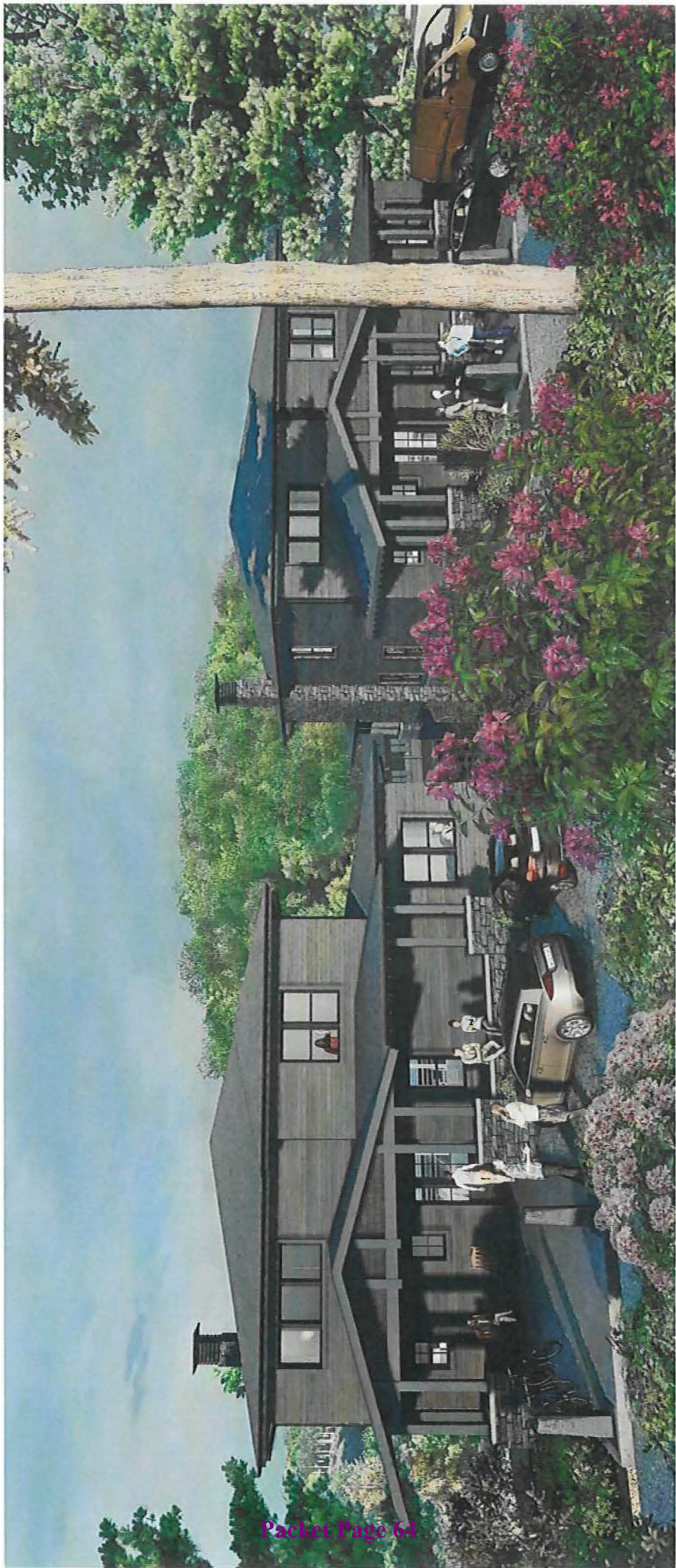
Design From East...



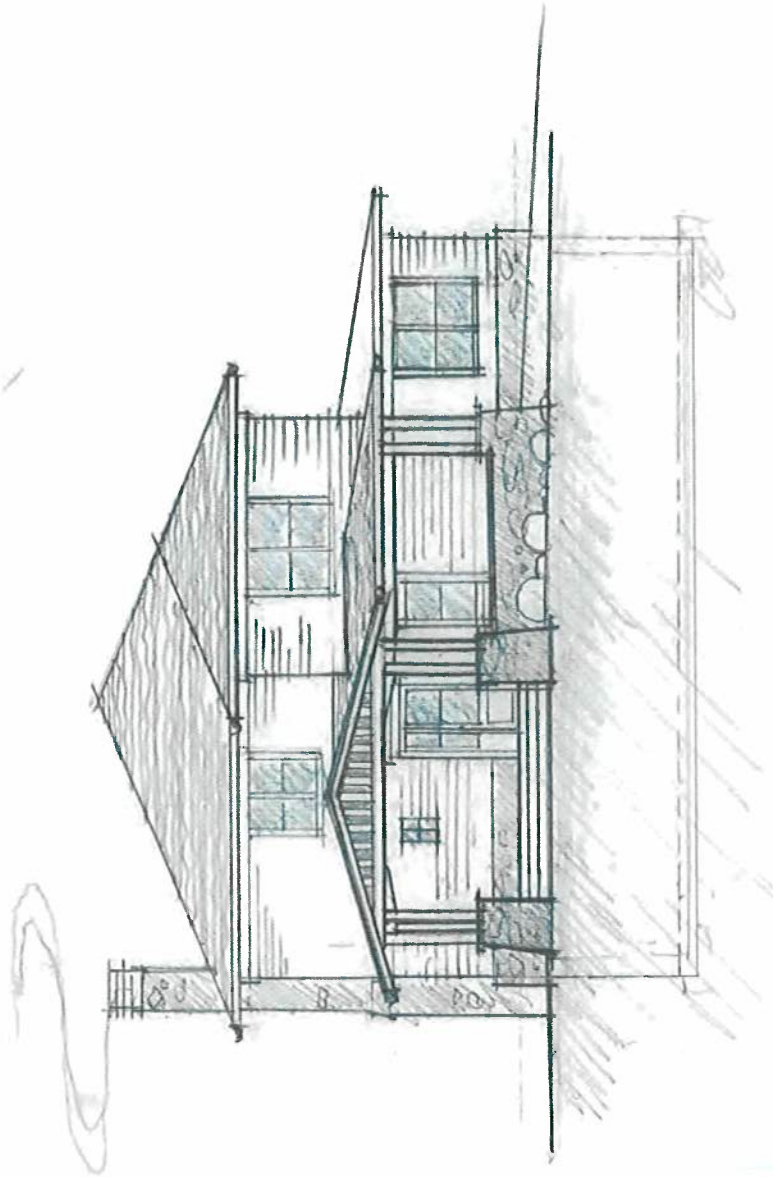
Attachment 5

**Planning and Zoning Commission
July 16, 2026**

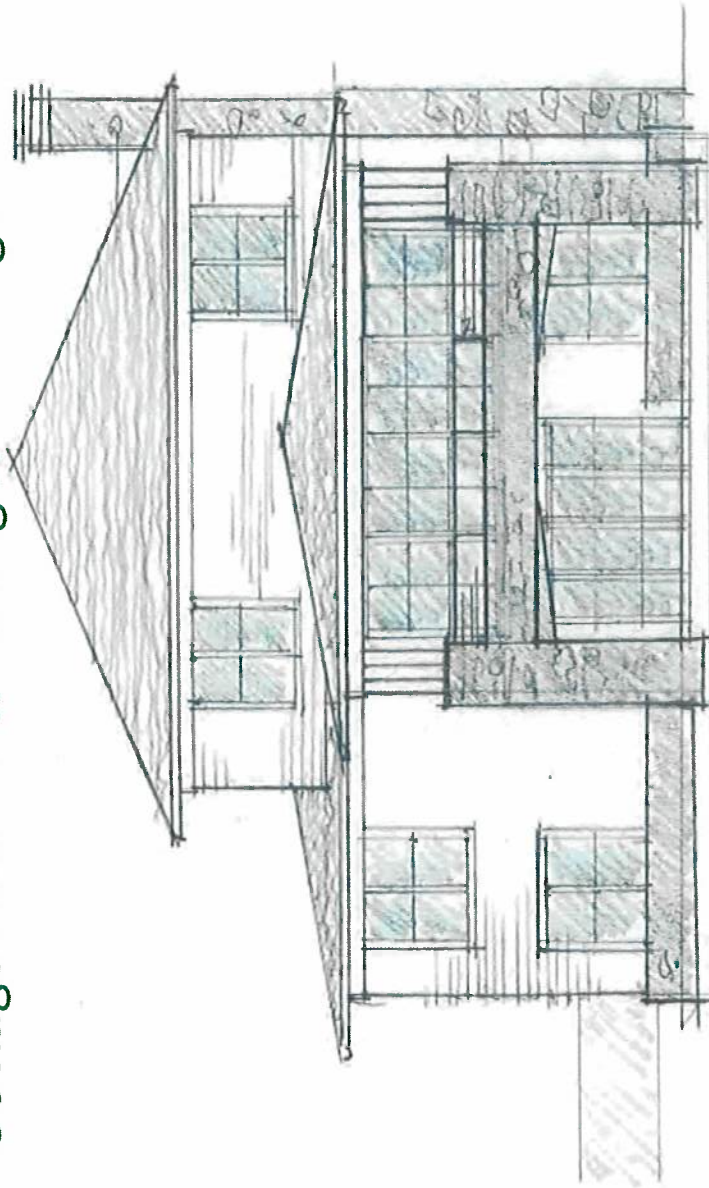
Applicant Presentation (Conceptual Architectural Renderings)



Street View Facing Georgia Terrace

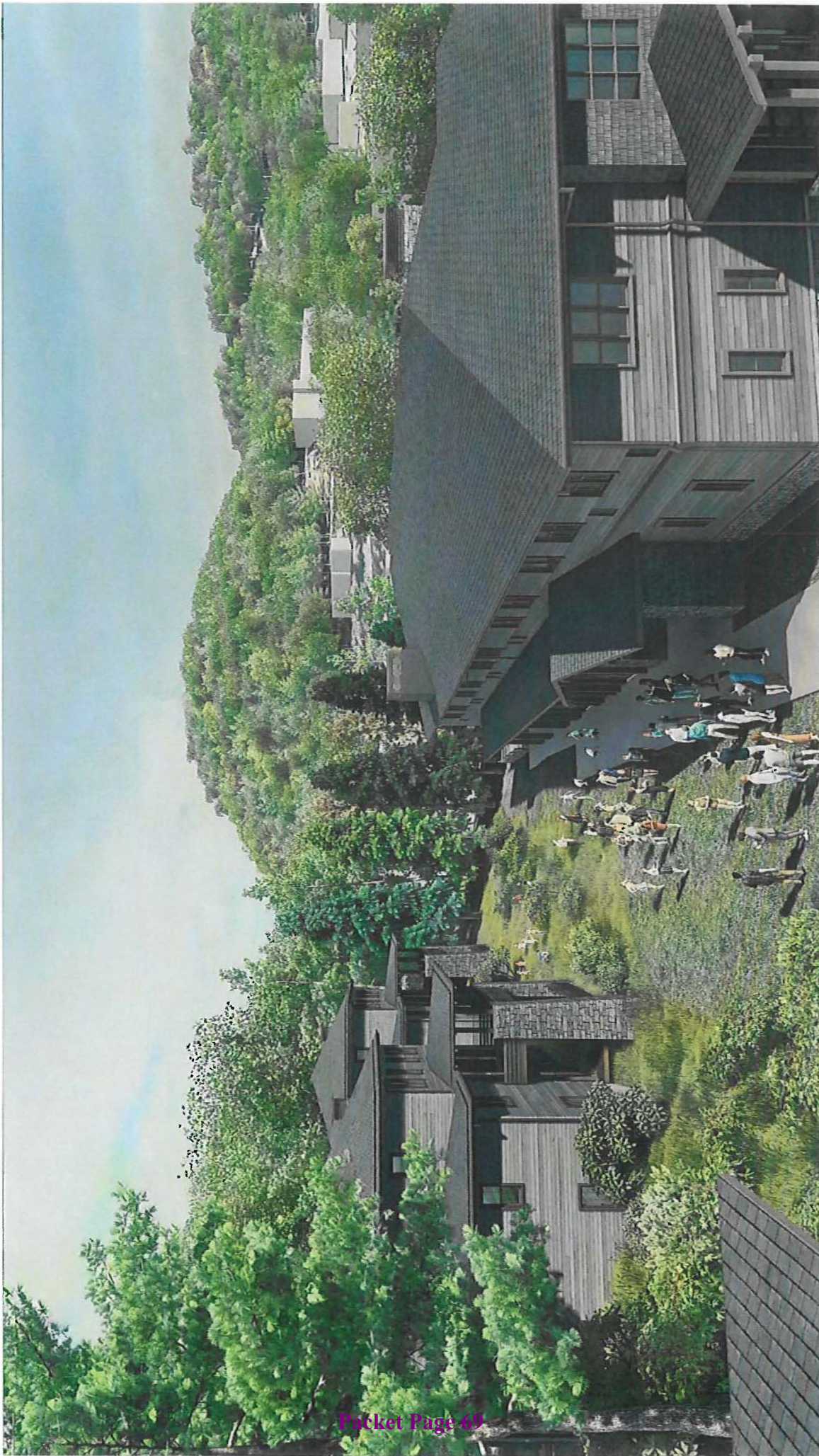


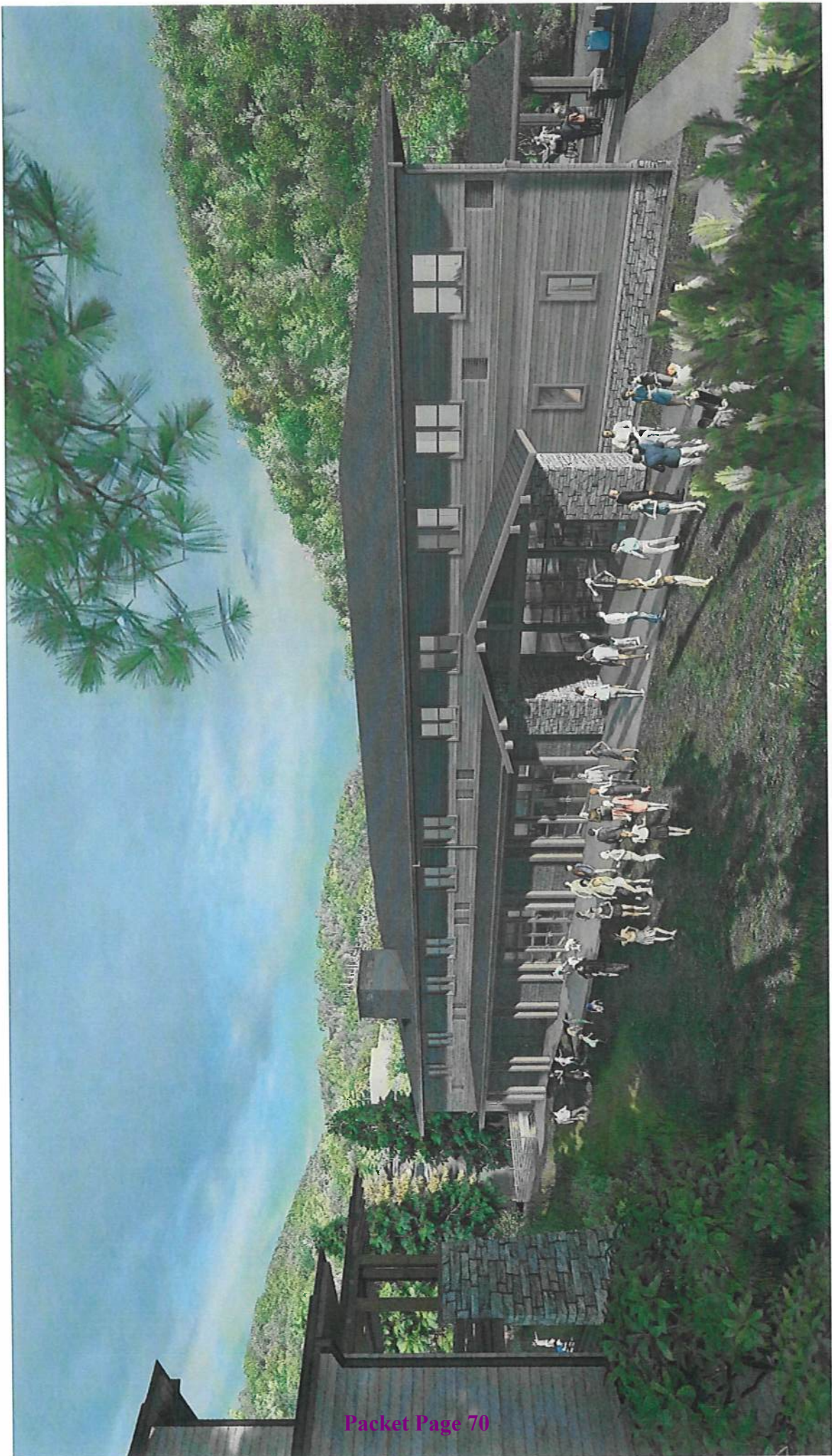
Cottage Rear View Facing New Lodge

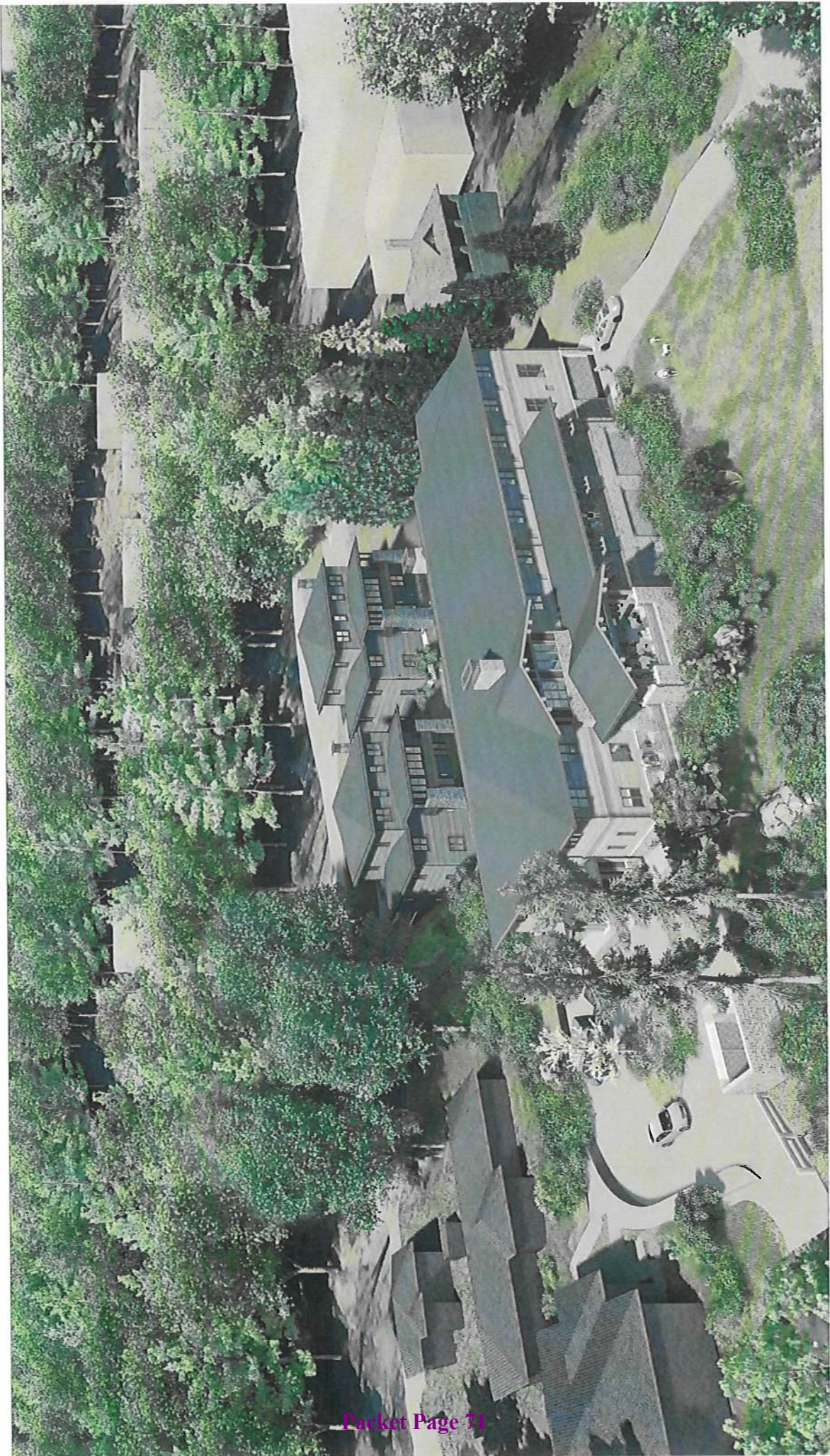






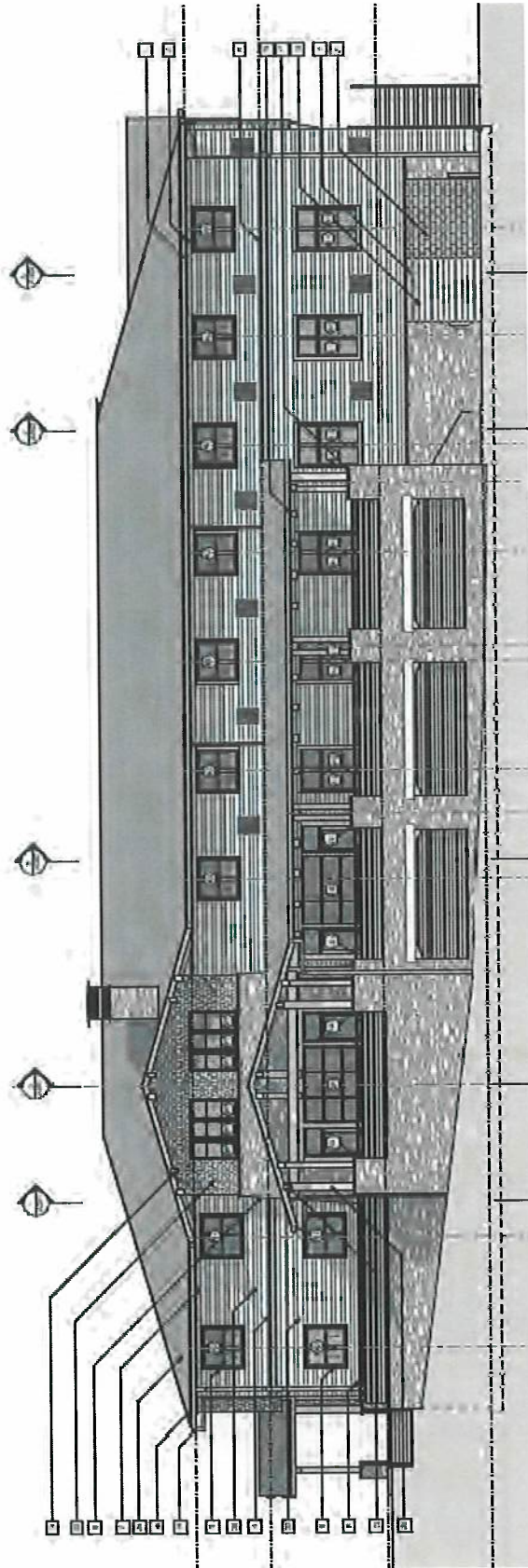




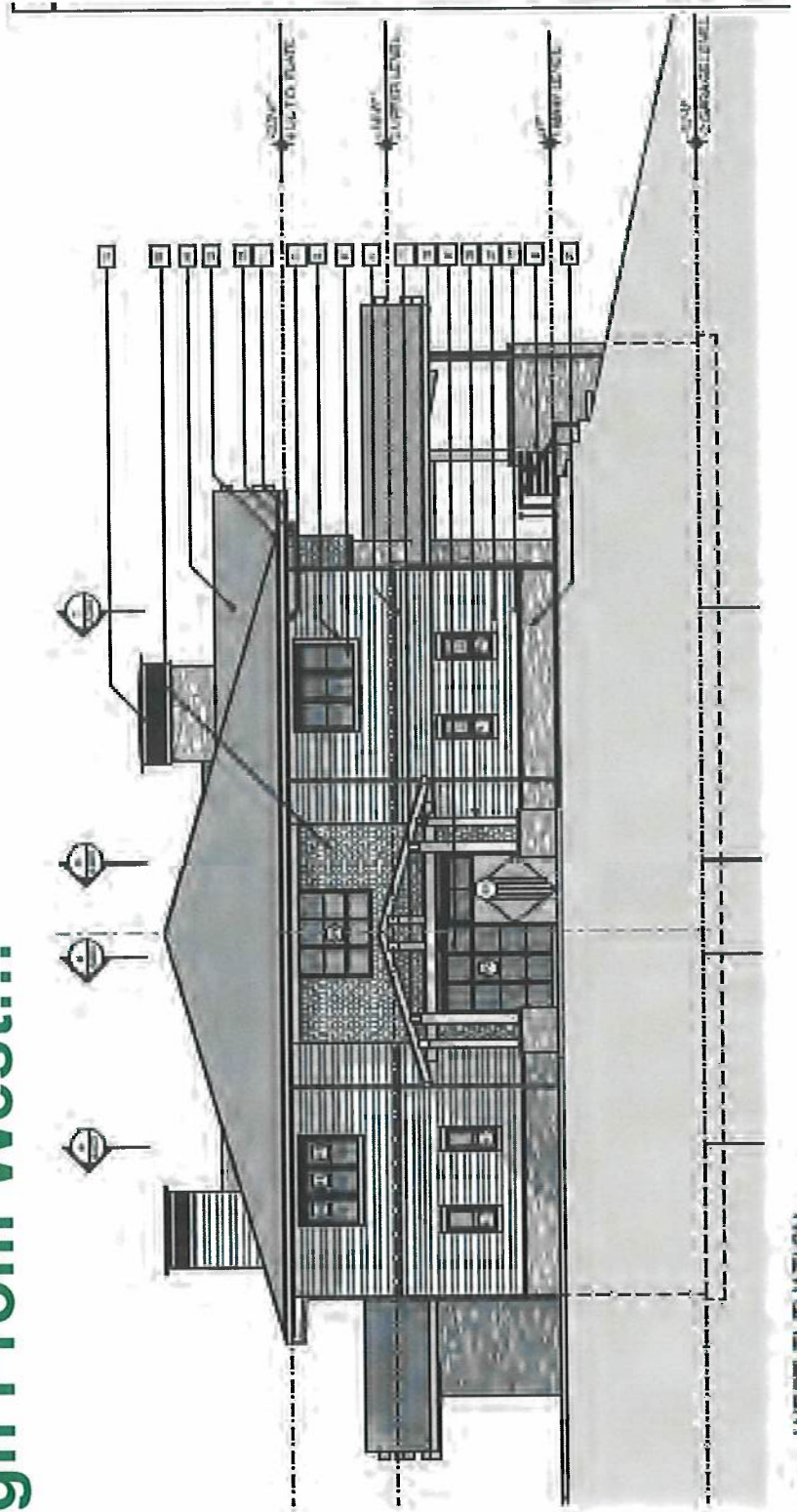




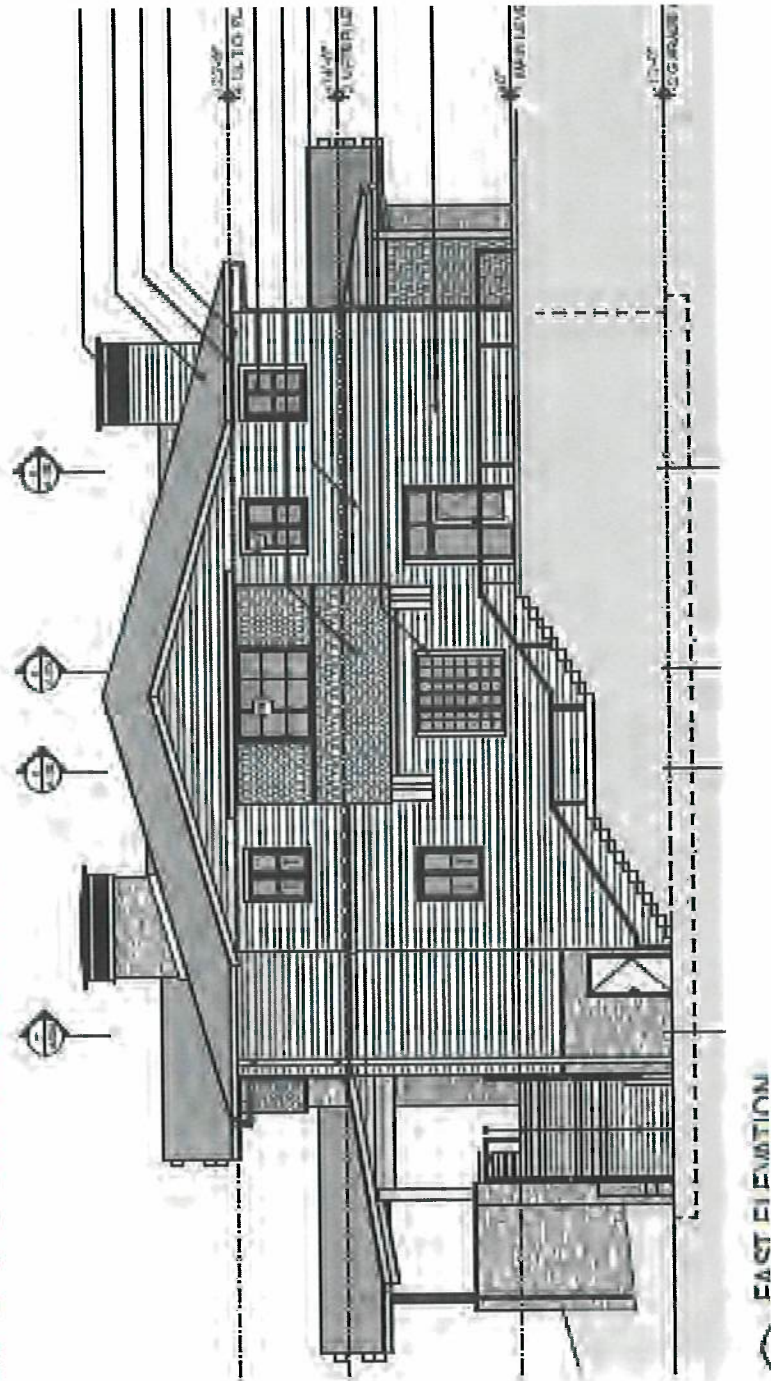
Design From Assembly Drive...



Design From West...



Design From East...



Applicant - J.M. Teague Traffic Study Memo



1155 North Main Street
Waynesville, NC 28786
(P) 828.456.8383
(F) 828.456.8797

www.jmteagueengineering.com

July 7, 2026

WAYN 1777

To: Mr. Robert Oast, Esq.
McGuire, Wood, & Bissette Law Firm
Drhumor Building
Asheville, NC 28801

From: Jeffrey H. Moore, P.E., Transportation Engineer
J.M. Teague Engineering & Planning

**SUBJECT: MOUNTAIN RETREAT ASSOCIATION LODGE EXPANSION TRIP
COMPARISON**

The purpose of this letter is to discuss the change, if any, in the expected number of trips expected to be generated by the proposed Mountain Retreat Association Lodge Expansion Project based on the difference from the original plan to the current Lodge Expansion plan. The Lodge Expansion Project is located at 309 Collegiate Circle in Montreat, NC.

McGuire, Wood, & Bissette Law Firm engaged J.M. Teague Engineering & Planning (JMTE) to review both the original and the revised site master plans for the Mountain Retreat Association Lodge Expansion and compare them to see if there will be a change in the number of trips that are expected to be generated by the project.

Under the permit submittal dated 7-15-2021, the original plan ("2021 Plan") showed the following:

- Demolish three (3) existing buildings and one (1) existing outdoor structure containing twenty (20) guest rooms.
- Construct one (1) building with forty (40) guest rooms and other guest facilities.
- Three (3) buildings would remain with thirty (30) rooms.
- The number of guest rooms would increase from the existing fifty (50) to the proposed number of seventy (70).
- There was to be a net gain of twenty (20) guest rooms.

Figure 1 shows the 2021 Plan.

While employed at Gannett Fleming, I prepared a technical memorandum dated October 8, 2021 to discuss the traffic conditions, including the number of trips expected to be generated by the Lodge Expansion Project shown in the 2021 Plan. The memorandum estimated the number of trips to be generated by the addition of the twenty (20) guest rooms to be forty-five (45) during a typical weekday and seventeen (17) on a typical weekend day. These trip volumes did not reach either the Town of Montreat or NCDOT thresholds for requiring a TIA.

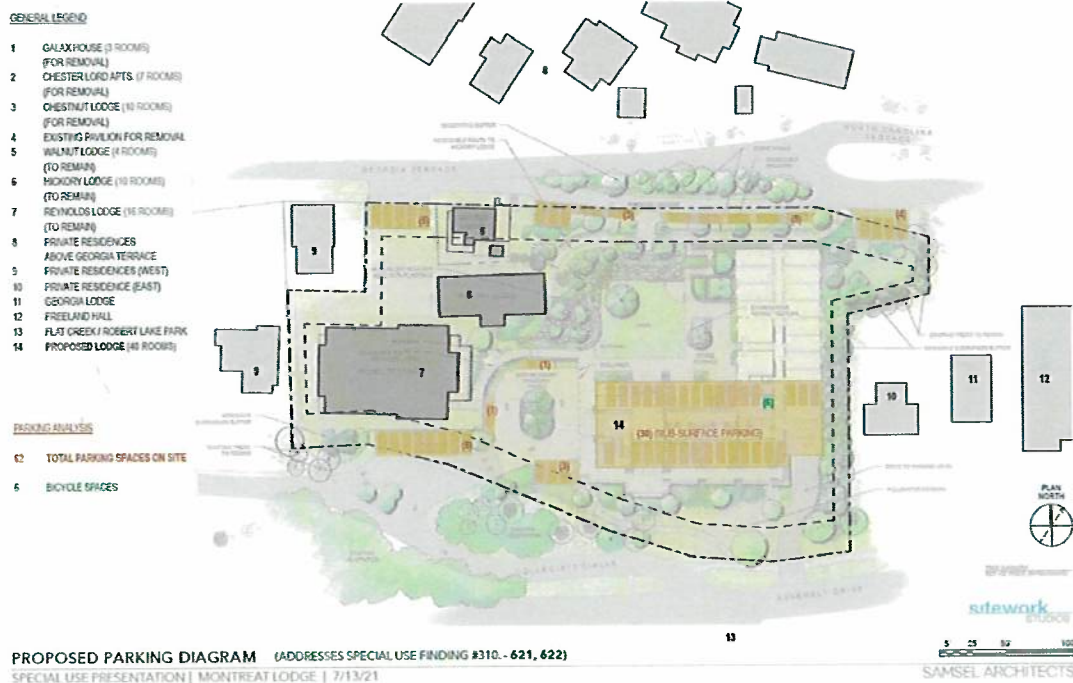


Figure 1: Lodge Expansion 2021 Plan (Source: Client)

The revised site plan dated 5-26-2026, ("2026 Plan") shows the following:

- Demolish three (3) existing buildings and one (1) existing outdoor structure containing twenty (20) guest rooms.
- Construct one (1) building with twenty-four (24) guest rooms and other guest facilities.
- Construct two (2) future guest room cottages with eight (8) guest rooms each.
- Three (3) buildings would remain with thirty (30) rooms.
- The number of guest rooms would increase from the existing fifty (50) to the proposed number of seventy (70).
- There was to be a net gain of twenty (20) guest rooms.

Figure 2 shows the 2026 Plan.

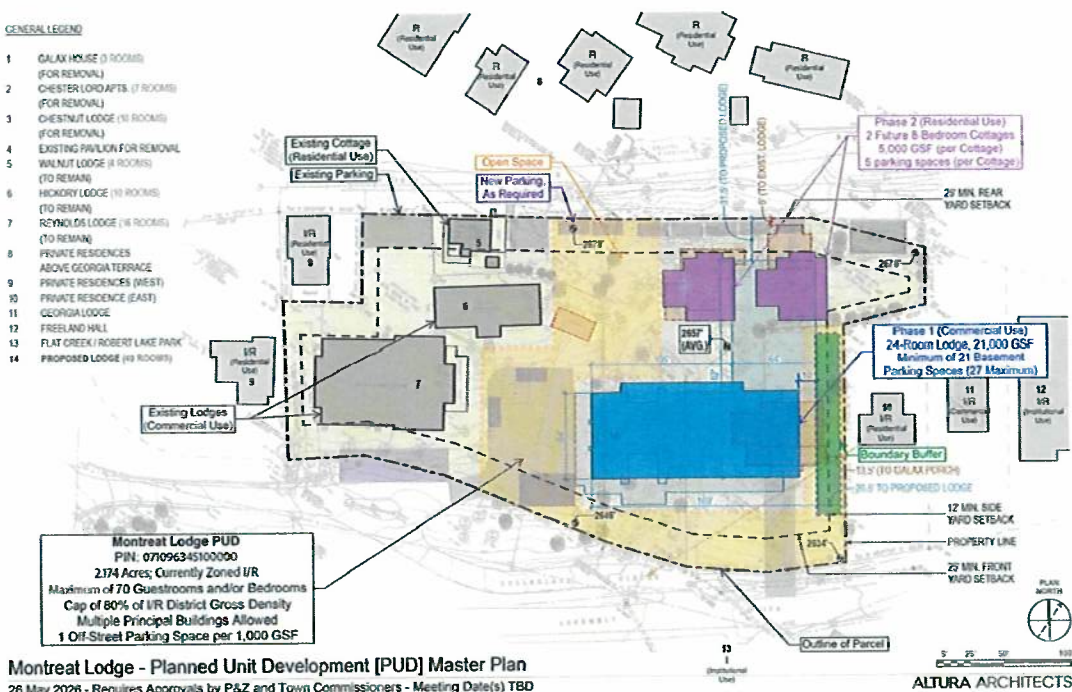


Figure 2: Lodge Expansion 2026 Plan (Source: Client)

Based on a review of the 2021 Plan and the 2026 Plan for the Lodge Expansion Project, there is no indication that the number of trips will be different between the 2021 Plan and the 2026 Plan. The number of rooms is depicted as the same in both plans. As a result, it is the opinion of J. M. Teague Engineering and Planning that the number of trips that are expected to be generated by the Mountain Retreat Association Lodge Expansion Project will not change from the original numbers based on the information shown on the current master site plan.

Thank you for the opportunity to provide you with this information. Please contact me if you have any questions or concerns.

Sincerely,

Jeffrey H. Moore, P. E.
Transportation Engineer

Public Comment Documents

THE KIMBALLS

465 Spring Lake Drive

Melbourne, Florida 32940

321-446-6080

July 16, 2026

Town of Montreat

Board of Planning and Zoning

PO Box423

Montreat, North Carolina 28757

Dear Planning and Zoning Committee Members,

Thank you for the opportunity to express our concerns about the proposed MRA “new village” (plan B) building project and the establishment of a PUD. When the hotel project was first announced five years ago, we spoke to the MRA Board about our concerns about potential noise, lighting, parking, loss of trees, pollution of Flat Creek and structural damage to the existing homes adjacent to the construction site.

This past week, July 10th we met with MRA President, Mr. Richard DuBose, to discuss the new “village concept”(plan B). Following this discussion, we still have the same concerns that we had with the “hotel project”(plan A). Of all the issues, our major issue still continues to be damage to our existing home from excavation and possible blasting. Excavation and loss of trees could lead to increased instability of our fragile mountain. This is especially true of our home at 316 North Carolina Terrace. Our home of 50 years , which is now 110 years old, is supported by a twelve to fourteen foot stone retaining wall on Georgia Terrace, directly across from the proposed village cottages. Should this wall fail due to any excavation or blasting during this proposed project, our home could shift vicariously and could be severely damaged.

If the request for the PUD is approved by the town, then does the town become responsible for the protection of our property from any damages incurred during construction? We feel that the MRA and the town of Montreat must assure us, in writing, that our property will be protected from such damages. We also feel that it is imperative for us to verbalize these concerns and ask that they be entered into the public record of the town of Montreat.

Sincerely,

Millard and Sandra Kimball

Requested Amendments to the MRA-Proposed PUD

Presented to the Planning and Zoning Commission

By the leadership team of the Montreat Stewards

July 16, 2026

We respectfully request that the Planning and Zoning Commission attach the following conditions or amendments to the PUD application, which would bring it closer into compliance with specific ordinance requirements and respond to broad public interest and concern.

Site Plan

1. Require the MRA should mark the corners and property lines of its surveyed lot, in order to provide project clarity.

Trees and Greenspace

2. The official Montreat Greenspace on Georgia Terrace should be maintained (see Tree Board map). Consistent with the Town's existing plan, appropriate measures should be put in place to ensure this remains undisturbed, including protection of the approximately 14 trees therein. Paving of the gravel secondary road that sits within this Greenspace should be avoided, according to arborists, to protect the trees.
3. In advance of PUD approval, the MRA should clearly designate on its plans the trees it intends to preserve.
4. The MRA should be required to use best practice in preservation of its own indicated trees, and apply this best practice also to protect trees on neighboring property. The agreed best practice must include a system to monitor compliance, and accountability for breaches (such as damage to fenced-off critical root zones).

Stormwater Control

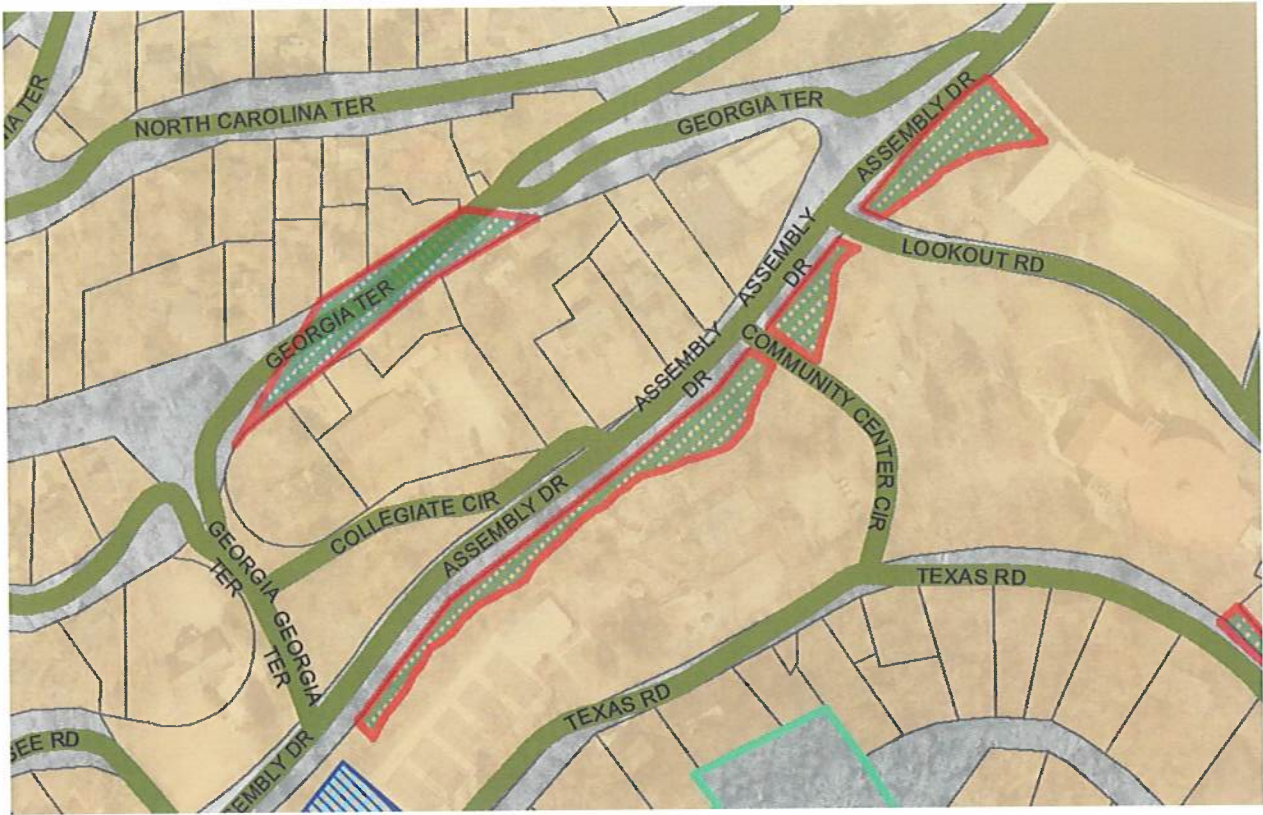
5. Because of the proximity to the Creek and the Robert Lake Park children's playground, and for the purpose of keeping this water clean, P&Z should ask the MRA to consider strengthening its 'Stormtech' stormwater control system. The minimal required is protection from a one-year 24-hour storm. The MRA is looking at the possibilities of a two-year 24-hour storm, providing twice the protection. The results of its ongoing research will help to guide what is possible.

6. A commitment to preserving as many of the large trees on the property as possible will significantly reduce stormwater run-off. Planting additional trees will – over time – also of course help, and there should be a specific commitment to replanting all trees that are lost.
7. The auto-court is planned as a permeable surface, which is much appreciated. The other areas of parking that are mapped as asphalt should also be permeable surfaces, which would greatly impact stormwater control.

Design and Character

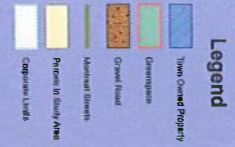
8. Incorporating a ‘Montreat look’ into what is already a very good design will be most welcomed. The MRA has been assessing what is possible on specific suggestions, based on input from an architectural historian that we brought into the conversation
9. It should also be clear that the buildings will be *substantially in conformity* with the renderings that they have presented.

From Montreat Tree Board Map – Showing Greenspaces in red



MONTREAT

TREE BOARD REFERENCE MAP



STUDY AREA ~569 ACRES

- ~34 ACRES OF GREENSPACE
- ~65 ACRES OF R.O.W., CONSISTING OF:
 - ~31 ACRES OF PAVED ROAD
 - ~11 ACRES OF GRAVEL ROAD
- ~23 ACRES OF UNIMPROVED SPACE
- ~9 ACRES OF TOWN OWNED PROPERTY





Catawba Tree Experts, Inc.

John Andrew Wagner
526 Silvers Welch Rd.
Old Fort, NC 28762
828-772-6137
Andrew@Catawbatreexperts.com

Arborist's Report for 319 Assembly Dr.

Upon review of property line trees around the perimeter of 319 Assembly Dr., four large trees were observed to document their characteristics and dimensions in order to prepare specifications for preservation prior to proposed construction. Starting in the South corner of the property and working clock-wise around the house, a 29" DBH hemlock, 20" red cedar, 38" hemlock, and 40" sugar maple are all susceptible to encroachment if construction occurs on the property at 317 Assembly Dr, the old Galax House site. Each of these trees should have a construction and grading-free radius protected around them of 14.5', 10', 19', and 20' respectively.

Trees in good condition and without below ground restrictions may have root systems of 1 ft to 1.5 ft of radius per inch thickness diameter at breast height (DBH), and a radius of $\frac{1}{2}$ the total root zone radius is considered the "Critical Root Zone" or CRZ, which is the radius of roots whereas roots damaged in this area are likely to affect tree stability as well as significantly affect health. Catawba Tree Experts defines the CRZ as a 6" radius around the tree per inch DBH when performing pre-construction consultative services.

Property lines create complex situations when trees' roots and crowns overlap the property lines because trees are 'owned' by the property where the root flare is located. Nonetheless, neighboring properties are entitled to perform work on the trees' parts that hang over or grow into their property. That said, trees are property, and if those owners choose to prune limbs or cut roots of those trees, they cannot perform work that affects the health, or value of that property or tree. If work done on a neighboring property injures a tree during that work, neighboring homeowners may be held responsible for replacement or repairs needed to restore the injured property, including monetary damages.

In order for construction to occur at 317 Assembly Dr. without damaging the trees along the property at 319 Assembly Dr., Tree Protection Zones (TPZs) must be part of the construction process, and ALL CONSTRUCTION ACTIVITIES must be kept outside of the TPZ. To keep all traffic, impedance and grading out of the TPZ, fencing should be constructed around each tree, and fencing should be sturdy enough to prevent tampering by contractors or bystanders. Most fences are heavy gauge welded wire fence, attached to t-posts, and covered in orange snow-fencing for visibility. The fencing should also have signage indicating that the fencing shall not be tampered with until all construction is complete. The critical root zones should then be mulched and maintained following construction, and they should not be included in any

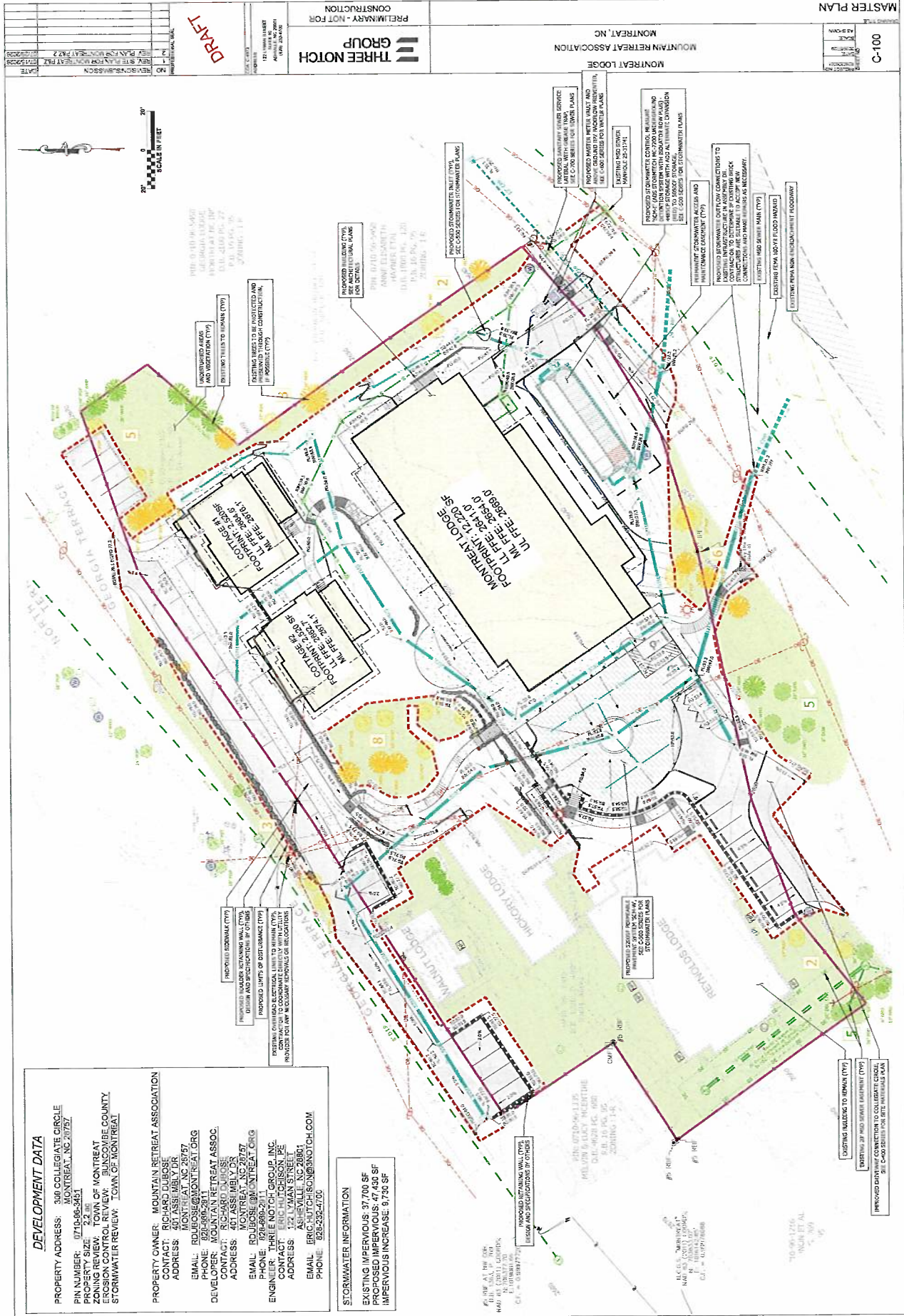
landscape installation plan or irrigation plan following construction, as that installation is also damaging to the Critical Root Zone.

Sincerely,

J. Andrew Wagner
ISA Certified Arborist #MA-4767A
828-772-6137
andrew@catawbatreexperts.com

Planning and Zoning Commission (Continued from July 16, 2026)
August 6, 2026

Materials Presented By Applicant





Materials Presented By Public

Submission to the Planning and Zoning Commission

By the Montreat Stewards

August 6, 2026

Protection of Trees

We request more precision on the following:

1. What are the measures that will be taken to protect the trees that are indicated for preservation and protection? What protocol will be followed, and how will this be implemented?
2. How will the tree-protection plan be monitored? Arborists that we have consulted have told us that this is where many good plans go awry.
3. The protection plan should apply to all potentially affected trees: those on the MRA property; those on the Greenspace “island” on Georgia Terrace, which is Town property; and the several large trees just over the property line to the east, at 319 Assembly Drive.
4. The applicant should be required to survey the property and clearly mark MRA property lines and separately clearly mark Town right-of-way and any “green space” adjacent so that all Town staff enforcing guidelines for tree protection and other codes can clearly determine lines

Stormwater Management

5. We continue to urge the MRA to increase the protection by meeting the requirements for a two-year, 24-hour storm event.

Removal of Paragraph

6. We oppose the paragraph that has been added to the PUD application (last paragraph of page 25 of the meeting packet) that would allow significant changes to the plan. The P&Z Commission should strike this paragraph. If such major adjustments are needed, we believe the MRA should obtain approval through the normal channels so that this is done in the light of day and the public is fully aware.

Risk from vibrations

7. Many excavation and construction activities -- including but not limited to possible blasting -- present significant risks to nearby residences due to vibrations. We ask that the P&Z Commission continue to insist on rigorous protections in this area, with the intent to ensure that no neighboring properties are damaged, and any damage that might result would be immediately addressed and repaired.

Recommendation¹ of the Town of Montreat Planning and Zoning Commission

SUBJECT: Planned Unit Development District – 309 Collegiate Circle (PIN: 071096345100000)

REQUEST: Richard DuBose, applicant, on behalf of property owner Mountain Retreat Association, has submitted an application for a Planned Unit Development (PUD), requesting a rezoning for 309 Collegiate Circle (PIN# 071096345100000) from I/R Zoning District to a PUD Zoning District.

RECOMMENDATION: The Planning and Zoning Commission recommends approval of the rezoning proposed in the Application, as amended, for 309 Collegiate Circle (PIN: 071096345100000) from the I/R Zoning District to the PUD Zoning District with the following conditions:²

1. The PUD Zoning District shall be bound by the site plan (attached hereto as Exhibit A; the “Site Plan”), which was submitted with the Amended Application.
2. The PUD Zoning District shall be bound by the “Development Standards” provided by the Applicant dated July 29, 2026,³ with the following clarifications to the same:
 - a. In addition to the uses identified on the Site Plan, all buildings may be used for the purposes listed below, so long as such use substantially complies with the Site Plan:
 - i. Public & Institutional: Conference Center
 - ii. Commercial: Hotel (Lodge)
 - iii. All Permitted Uses in the I/R District, which include the following:
 1. Single Family Dwelling
 2. Two Family Dwelling
 3. Multi-Unit Dwelling
 4. Family Care Homes
 5. Accessory Buildings or Uses
 6. Home Occupation
 7. Studios
 8. Swimming Pools, Private
 9. Auditorium
 10. College
 11. Educational Facility

¹ This recommendation is being made pursuant to N.C. Gen. Stat. § 160D-604, which requires a planning board to provide a written recommendation to the governing board that addresses plan consistency and other matters as deemed appropriate by the planning board.

² Note that these conditions vary from the conditions proposed by the Applicant.

³ See pages 22-25 of the Planning & Zoning Commission (P&Z) Special Meeting Agenda August 6, 2026, 10:30 a.m., agenda packet (<https://townofmontreat.org/wp-content/uploads/2026/08/8.06.26-PZC-Agenda-combined.pdf>).

12. Library, Public

13. Municipal Government Facilities

14. Museums, Public

- b. The structures in the PUD Zoning District shall substantially conform with the renderings presented to the Planning & Zoning Commission.
- c. Minor changes in the location and siting of buildings and structures may be authorized by the Zoning Administrator, if required by engineering or other circumstances not foreseen at the time the final development program was approved; provided, however, that no change authorized by the Zoning Administrator under this section may increase the size of any building or structure by more than ten percent (10%), nor change the location of any building or structure by more than ten feet (10') in any direction, nor make any changes beyond the minimum or maximum requirements set forth in the PUD Development Standards or applicable standards of the MZO. In no event shall administrative changes allow for encroachment into the setbacks.

FINDINGS AND REASONS CONCERNING PLAN CONSISTENCY: The Commission found that the project was consistent with the Town of Montreat's Comprehensive Plan (2023) in that it aligned with the following Vision Statements, found on page 46:

- Montreat will value and protect its tree canopy, streams, land, and natural beauty.
- Montreat will be a community that respects buildings with historic value, encourages new development to consider the surrounding architecture, and strives for resilience in the face of a changing climate.
- Montreat will be accessible for people as they age, safe for children and families, and calm for those driving, biking, and walking.

Case History

Staff Coordinator: Alexis Baker, AICP, CZO, Interim Zoning Administrator

Heard by Planning and Zoning Commission: July 16, 2026 and August 6, 2026

Vote: 6 - 0

Motion: Eleanor James; Second: Bill Tucker

In Favor: 6; Opposed: 0

This document is a true and accurate statement of the findings and recommendations of the Montreat Planning and Zoning Commission.

Julie A. Schell

Planning and Zoning Commission Chair

Date: September 2, 2026

Exhibit A

Attachment 2

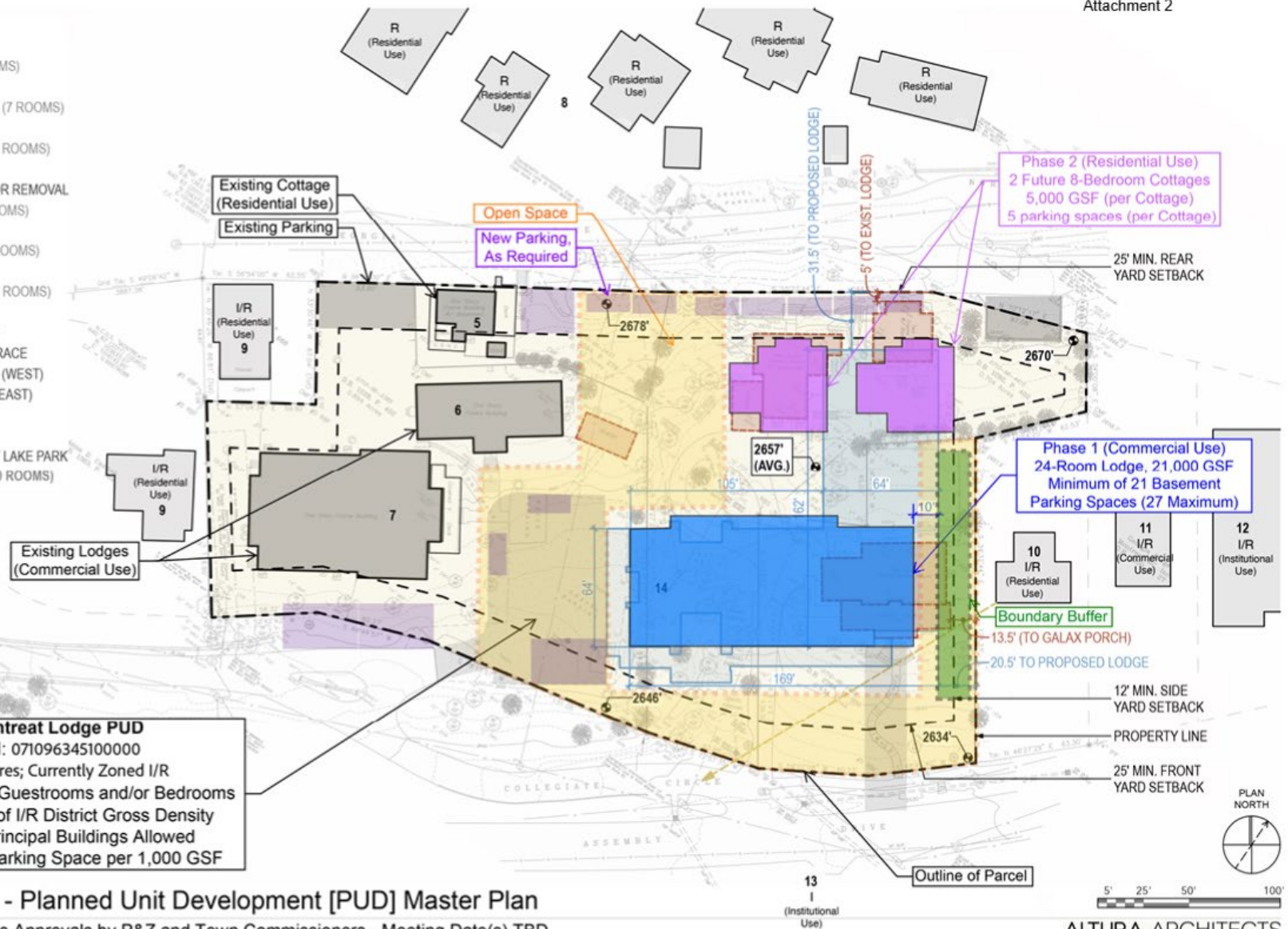
GENERAL LEGEND

- 1 GALAX HOUSE (3 ROOMS)
(FOR REMOVAL)
- 2 CHESTER LORD APTS. (7 ROOMS)
(FOR REMOVAL)
- 3 CHESTNUT LODGE (10 ROOMS)
(FOR REMOVAL)
- 4 EXISTING PAVILION FOR REMOVAL
- 5 WALNUT LODGE (4 ROOMS)
(TO REMAIN)
- 6 HICKORY LODGE (10 ROOMS)
(TO REMAIN)
- 7 REYNOLDS LODGE (16 ROOMS)
(TO REMAIN)
- 8 PRIVATE RESIDENCES
ABOVE GEORGIA TERRACE
- 9 PRIVATE RESIDENCES (WEST)
PRIVATE RESIDENCE (EAST)
- 10 GEORGIA LODGE
- 12 FREELAND HALL
- 13 FLAT CREEK / ROBERT LAKE PARK
- 14 PROPOSED LODGE (40 ROOMS)

Montreat Lodge PUD
PIN: 071096345100000
2.174 Acres; Currently Zoned I/R
Maximum of 70 Guestrooms and/or Bedrooms
Cap of 80% of I/R District Gross Density
Multiple Principal Buildings Allowed
1 Off-Street Parking Space per 1,000 GSF

Montreat Lodge - Planned Unit Development [PUD] Master Plan

26 May 2026 - Requires Approvals by P&Z and Town Commissioners - Meeting Date(s) TBD



Packet Page 20

ORDINANCE ____-2026-____

AN ORDINANCE ESTABLISHING A PLANNED UNIT
DEVELOPMENT ZONING DISTRICT FOR 309
COLLEGIATE CIRCLE (PIN: 0710-96-3451)

WHEREAS, the Town of Montreat has the authority pursuant to Article 7 of Chapter 160D of the North Carolina General Statutes, to adopt zoning regulations, to establish zoning districts and to classify property within its jurisdiction according to zoning district, and may amend said regulations and district classifications from time to time in the interest of the public health, safety and welfare; and

WHEREAS, the Town adopted the Zoning Ordinance of the Town of Montreat, North Carolina (herein “Zoning Ordinance”) on or about March 8, 2001, and maps dividing and classifying the property within the Town’s zoning jurisdiction, which have been amended from time to time and which are on file and maintained in the Offices of the Town Clerk (herein “Official Zoning Map”); and

WHEREAS, this amendment is consistent with the Town of Montreat’s Comprehensive Plan (2023) in that it aligns with the following Vision Statements, found on pages 46:

- Montreat will value and protect its tree canopy, streams, land, and natural beauty.
- Montreat will be a community that respects buildings with historic value, encourages new development to consider the surrounding architecture, and strives for resilience in the face of a changing climate.
- Montreat will be accessible for people as they age, safe for children and families, and calm for those driving, biking, and walking.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF MONTREAT, NORTH CAROLINA THAT:

1. The Official Zoning Map be, and the same is hereby, amended as follows:

The zoning classification of that certain real property located at 309 Collegiate Circle, described in Exhibit A, identified on Buncombe County tax maps as all portions of PIN: 0710-96-3451, and described with more detail in a deed recorded in the Buncombe County Registry in Book 6043 at Page 1855, which is currently owned by the

Mountain Retreat Association be rezoned from the Institutional Residential District to a Planned Unid Development (PUD) Zoning District. Said rezoning is bound by the site plan attached hereto as **Exhibit A** and is subject to the conditions set out in **Exhibit B** (project conditions agreed to by Town and applicant that must be met for PUD Zoning), which are, attached hereto and made a part hereof.

2. That the Office of the Town Manager, Zoning Administrator, and the Town Clerk, or either one of them, is hereby authorized and directed to make the changes enacted herein in the Zoning Map.
3. The Town Manager, with the advice and assistance of Town counsel, is hereby authorized, empowered, and directed to take all actions necessary and/or appropriate in her judgment to accomplish the purposes and intents of this Ordinance and the execution of all other documents, agreements, instruments, and/or certificates contemplated and/or made necessary by this Ordinance.
4. If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Commissioners hereby declare that it would have passed this ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that anyone or more sections, subsections, sentences, clauses, or phrases be declared invalid.
5. This ordinance is effective upon adoption.

READ, APPROVED AND ADOPTED this the ____ day of _____ 2025.

Tim Helms, Mayor

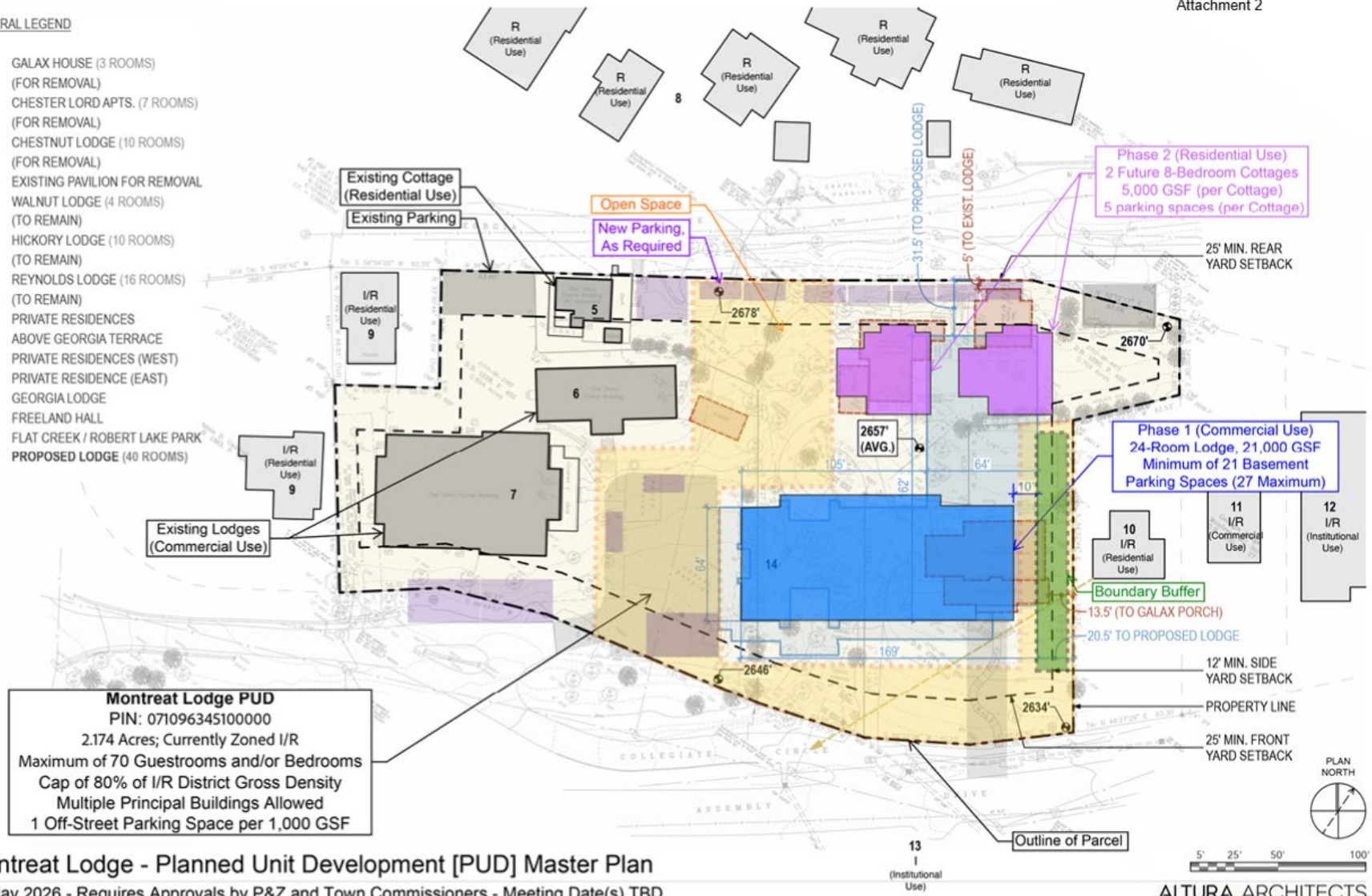
Savannah Parrish, Town Manager

Exhibit A

Attachment 2

GENERAL LEGEND

- 1 GALAX HOUSE (3 ROOMS)
(FOR REMOVAL)
- 2 CHESTER LORD APTS. (7 ROOMS)
(FOR REMOVAL)
- 3 CHESTNUT LODGE (10 ROOMS)
(FOR REMOVAL)
- 4 EXISTING PAVILION FOR REMOVAL
- 5 WALNUT LODGE (4 ROOMS)
(TO REMAIN)
- 6 HICKORY LODGE (10 ROOMS)
(TO REMAIN)
- 7 REYNOLDS LODGE (16 ROOMS)
(TO REMAIN)
- 8 PRIVATE RESIDENCES
ABOVE GEORGIA TERRACE
- 9 PRIVATE RESIDENCES (WEST)
- 10 PRIVATE RESIDENCE (EAST)
- 11 GEORGIA LODGE
- 12 FREELAND HALL
- 13 FLAT CREEK / ROBERT LAKE PARK
- 14 PROPOSED LODGE (40 ROOMS)



Packet Page 20

Exhibit B

STATE OF NORTH CAROLINA
BUNCOMBE COUNTY

TOWN OF MONTREAT

PROJECT CONDITIONS FOR
309 COLLEGIATE CIRCLE
(PIN: 0710-96-3451)

1. The property included in the rezoning is shown on the site plan and identified on the Buncombe County tax map as PIN 0710-96-3451. The total size of the subject parcels is approximately 2.174 acres. The Property is described with more detail in a deed recorded in the Buncombe County Registry in Book 6043 at Page 1855.
2. Pursuant to this Ordinance, the entire subject property is rezoned to a Planned Unit Development (PUD) Zoning District, and approval is limited to the proposed project ("Project") described herein.
3. The site design and orientation of the buildings on the site must substantially comply with the site plan attached hereto as **Attachment 1**, which is incorporated herein by reference.
4. The design of the buildings must substantially comply with the Conceptual Architectural Renderings attached hereto as **Attachment 2**, which are incorporated herein by reference.
5. All applicable required local, state, and federal permits and approvals must be obtained prior to initiation of construction.
6. The conditional zoning will be valid for two years from the date of approval by Board of Commissioners subject to the provisions of N.C. Gen. Stat. §§ 160D-108 and 108.1. Nothing herein shall be construed to extend any time limitations prescribed by statute or other relevant law.

Agreed to and Accepted this the _____ day of _____, 2026, by the Property Owner/Applicant:

MOUNTAIN RETREAT ASSOCIATION D/B/A
THE MONTREAT CONFERENCE CENTER

By: _____
(Signature)

(Printed Name)

(Title)

(Date)

Attachment 1

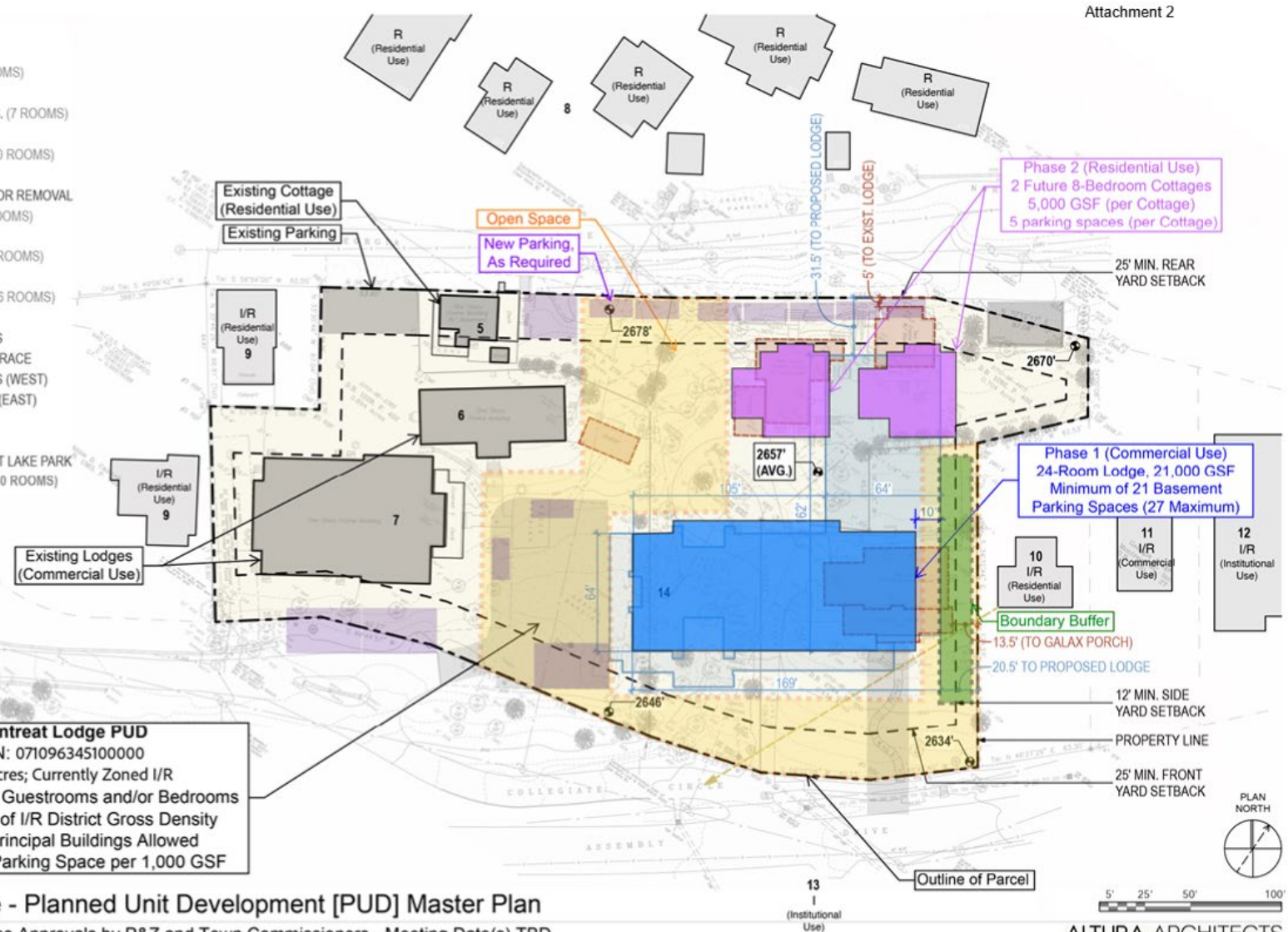
GENERAL LEGEND

- 1 GALAX HOUSE (3 ROOMS)
(FOR REMOVAL)
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- 12 FREELAND HALL
- 13 FLAT CREEK / ROBERT LAKE PARK
- 14 PROPOSED LODGE (40 ROOMS)

Montreat Lodge PUD
PIN: 071096345100000
2.174 Acres; Currently Zoned I/R
Maximum of 70 Guestrooms and/or Bedrooms
Cap of 80% of I/R District Gross Density
Multiple Principal Buildings Allowed
1 Off-Street Parking Space per 1,000 GSF

Montreat Lodge - Planned Unit Development [PUD] Master Plan

26 May 2026 - Requires Approvals by P&Z and Town Commissioners - Meeting Date(s) TBD



Packet Page 20

ALTURA ARCHITECTS

Attachment 2



MRA Conceptual
Architectural Render

STATE OF NORTH CAROLINA
TOWN OF MONTREAT

Fiscal Years: 2027 and 2028
Contractor: Consolidated Waste Services
of Haywood County, Inc.

Agreement for Residential Waste and Recyclable
Material Collection and Disposal Services

Contractor: Consolidated Waste Services
of Haywood County, Inc.

THIS AGREEMENT is entered into this _____ day of _____, 20____, by and between the Town of Montreat, a municipality organized and existing under the laws of the State of North Carolina (hereinafter referred to as the "Town"), and Consolidated Waste Services of Haywood County, Inc., a corporation organized and existing under the laws of the state of North Carolina and duly authorized to conduct business therein (hereinafter referred to as the "Contractor" or "CWS").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Effective Period: The initial term of this Agreement shall be for one year beginning on _____ and terminating on _____. The Town shall have the option to renew this Agreement for four (4) successive one (1) year terms by giving written notice to the Contractor prior to the expiration of the then-current Agreement term. The pricing applicable to each renewal year is set forth in Attachment B.
2. Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this Agreement and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall 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 Town. The Contractor must, upon request, provide the names of all owners, managers, and management entities, including those of any subcontractor, which are used in the performance of and compliance with the terms and conditions of this Agreement.
3. Subcontracting: The Contractor shall not subcontract any of the work contemplated under this Agreement without prior written approval from the Town. Only the subcontractor specified in the written approval documents are permitted upon award of the subcontract. The Town shall not be obligated to pay for any work performed by any unapproved subcontractor. Any approved subcontractor shall also be subject to all terms and conditions of this Agreement. The Contractor is ultimately responsible for providing the services described in this Agreement and shall be responsible for the performance of all of its subcontractors, agents, and employees.

4. Agreement Administrators: All notices permitted or required to be given by one party to the other and all questions about the Agreement from one party to the other shall be addressed and delivered to the other party's Agreement Administrator. The name, post office address, street address, telephone number, and email address (if available) of the parties' respective initial Agreement Administrators are set out below. Either party may change its Agreement Administrator and contact details by giving timely written notice to the other party.

a. Agreement Administrator for the Contractor:

Name: Scott Welch
Owner and President
P.O. Box 8468
Asheville, NC 28814
Email: cwsadmin@cws-nc.com
Phone Number: 828-645-0660

b. Agreement Administrator for the Town:

Savannah Parrish
Town Manager, Town of Montreat
P.O. Box 423
Montreat, NC 28757
P: 828-669-8002 Ext 3050
sparrish@townofmontreat.org

- c. Contractor agrees to contact the Town's Agreement Administrator immediately with any problems or questions regarding its ability to perform its duties hereunder.
5. Amendment: This Agreement may not be amended orally or by performance. Any amendment or modification shall be made in written form and executed by duly authorized representatives of the Town and the Contractor.
6. Confidentiality: Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information, including but not limited to confidential personnel information, it will safeguard and not further disclose the information except as provided by law.
7. Indemnification: The Contractor agrees to indemnify, hold harmless, and defend the Town and any of its officers, agents and employees, from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Agreement. Contractor agrees to indemnify and hold harmless Town, its officers, agents, and employees from any and all claims, demands, costs and expenses, including reasonable attorney's fees, arising from this Agreement or from any breach or default on the part of Contractor in the performance of any part of this Agreement, or from any act or negligence

of Contractor, its officers, agents, servants, employees, or subcontractors unless caused by the negligence of Town or its agents. In case of any action, suit, or proceeding brought against Town, its officers, agents, or employees by reason of any such claim, upon notice from Town, Contractor agrees and covenants to defend such action, suit, or proceeding by counsel reasonably satisfactorily to Town. Contractor's obligation and responsibility under this section shall survive the termination of this Agreement.

8. Insurance:

- a. Contractor agrees their insurance policies shall be endorsed evidencing the minimum insurance coverage and limits set forth below prior to the Town's signing of this Agreement. The insurance coverage and limits set forth below shall be deemed minimum coverage limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance. All policies of insurance shall be primary insurance and non-contributory with respect to all other available sources. The minimum insurance coverage which the Contractor shall procure and maintain at its sole cost and expense during the term of the Agreement is as follows:
 - i. **Worker's Compensation.** Coverage at the statutory limits in compliance with applicable State and Federal laws. Contractor shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.
 - ii. **Employer's Liability.** Coverage with minimum limits of \$1,000,000 each employee accident and \$1,000,000 each employee disease.
 - iii. **Commercial General Liability.** Insurance covering all operations performed by the Contractor with a minimum limit of \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations or Contractual Liability. The Town of Montreat shall be named as an additional insured under the policy.
 - iv. **Professional Liability.** Insurance covering the Contractor for acts, errors, or omissions in performance of the Agreement with a minimum limit of \$1,000,000 per claim with a \$2,000,000 aggregate. The policy shall remain in effect two (2) years following expiration or termination of this Agreement and shall provide for a retroactive date no later than the inception date of this Agreement.
 - v. **Automobile Liability.** Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles used in connection with this Agreement, with a minimum limit of \$1,000,000 per occurrence or accident and \$2,000,000 aggregate. The Town of Montreat shall be named as an additional insured.

- vi. **Pollution/Environmental Liability.** Pollution/Environmental Liability Insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate, covering the Contractor's operations under this Agreement. The Town of Montreat shall be named as an additional insured if the policy permits.
- vii. **Umbrella/Excess Liability.** Contractor may satisfy the liability limits required by this Agreement through a combination of primary and umbrella or excess liability insurance; provided, however, that (i) the underlying Commercial General Liability and Automobile Liability policies shall each have limits of not less than \$1,000,000 per occurrence or accident, as applicable, and (ii) umbrella or excess coverage may be used to satisfy the required Pollution/Environmental Liability limits only if Contractor provides evidence satisfactory to the Town that such coverage applies in excess of the required Pollution/Environmental Liability policy. Any umbrella or excess liability policy relied upon to satisfy the required limits shall apply in excess of the applicable underlying insurance and shall provide coverage at least as broad as the underlying insurance with respect to the risks for which the umbrella or excess policy is relied upon. Each applicable underlying policy shall be scheduled as underlying insurance under the umbrella or excess policy. The combined limits available under the applicable primary and umbrella or excess policies shall equal or exceed the limits required by this Agreement. The umbrella or excess policy shall provide coverage to the Town as additional insured to the same extent that the Town is an additional insured under the applicable underlying policies. The umbrella or excess coverage applicable to the Town shall be primary and non-contributory with respect to any other insurance or self-insurance maintained by the Town.

9. Additional Insurance Provisions:

If the Contractor maintains higher limits than the minimums shown above, the Town requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Town.

The Contractor shall provide the Town with certificates of insurance on an approved form, evidencing the above amounts. The Town of Montreat shall be named as additional insureds under the commercial general liability policy. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under the Agreement and remain in effect for the duration of the Agreement.

Each insurance policy required above shall state that coverage shall not be canceled, except with written notice to the Town, delivered in accordance with the policy

provisions. All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina with a rating of A- VII or better as determined by A. M. Best Company and shall be in a form acceptable to the Town.

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the Town of Montreat is additional insured on insurance required from subcontractors.

Waiver of Subrogation: Contractor hereby grants to Town a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Town by virtue of payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, including without limitation the Contractor's indemnification obligations under paragraph 7 above.

The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted or construed as limiting the Contractor's liability and obligations under this Agreement.

Nothing in this section is intended to affect or abrogate the Town of Montreat's governmental immunity.

10. Termination: The Town may terminate this Agreement for any reason, or for no reason, by giving Contractor thirty (30) days written notice. For good cause provided to the Contractor in writing, the Town may terminate this Agreement without notice or with notice less than thirty (30) days.

11. Scope of Work:

Town shall:

- a. Make payment to the Contractor for services purchased as described in this Agreement.

Contractor shall:

- a. Contractor shall furnish all labor, supervision, personnel, vehicles, equipment, fuel, materials, supplies, licenses, permits, and other resources necessary (i) to provide complete and reliable collection, transportation, and disposal of solid waste and recyclables to residential households within the corporate limits of the Town, and (ii) to perform any and all additional duties and services provided for in this Agreement, including without limitation all work, duties and services described in Attachment A, all in the manner provided for in this Agreement. If there are conflicting terms in an attachment or exhibit, this Agreement shall control.

12. Payment:

- a. Payment from the Town to the Contractor shall be based on the applicable per-household rates in Attachment B, multiplied by the number of active residential households eligible for service during the applicable billing period, plus any expressly authorized charges under this Agreement, including the fuel surcharge and any approved additional services. The parties acknowledge that the total contract value may vary as the number of active participating households changes. All payments remain subject to annual appropriation by the Town.
- b. The Contractor will be eligible for monthly payments after providing an invoice to the Town for services rendered. Each monthly invoice shall identify the number of active residential households billed, the applicable per-household rates, the resulting service charge, any fuel surcharge or other authorized additional charge, and any disposal or other pass-through charges payable by the Town under this Agreement. CWS shall provide supporting documentation for billed disposal/tonnage charges, including applicable scale tickets. CWS records that pertain to verification of waste collected under this Agreement shall be open to inspection by the Town at any time during business hours. The Town shall have a minimum of thirty (30) days to pay invoices after receipt. The Contractor shall work with Town representatives to reconcile the household count used for billing each month.
- c. Contractor shall be solely responsible for any travel or other costs or expenses incurred by Contractor in connection with the performance of this Agreement and in no event shall Town reimburse Contractor for any such costs or expenses.

13. Compliance with Laws:

- a. Contractor shall comply with all state, federal, and local laws, ordinances, codes, rules, and regulations governing performance of this Agreement, including but not limited to, all applicable laws, rules, regulations and requirements relating to solid waste and recyclables collection, handling, transportation, transfer, processing and disposal; environmental protection; licensing and permitting; motor vehicles and motor carriers; vehicle weight and safety requirements; occupational health and safety; employment; nondiscrimination; protection of public and private property; equal opportunity employment laws; O.S.H.A.; minimum wage and hour regulations; and North Carolina State Building Code regulations.
- b. E-Verify. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall also require any and all of its subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as applicable.

14. Legal Proceedings: Claims, disputes and/or other matters in question between the parties that are not resolved by mediation shall be heard in the North Carolina General Courts of Justice in Asheville, Buncombe County, North Carolina, which said Court shall have

jurisdiction to hear any dispute between the parties arising out of this Agreement. The Parties hereby agree that this paragraph establishes exclusive and sole jurisdiction for any legal proceeding in Buncombe County, North Carolina. This Agreement and any claims, disputes, or other matter arising thereunder shall be governed by the laws of the State of North Carolina.

15. Annual Appropriations and Funding. This Agreement shall be subject to the annual appropriation of funds by the governing board of the Town of Montreat. In the event funds are not appropriated for this Agreement, Town shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all fees due under this Agreement through and including the last day of service.
16. Non-Waiver: The waiver by either party of a breach or violation of any provision or paragraph of this Agreement shall not operate as, or be considered to be, a waiver of any subsequent breach of the same or other provision or paragraph herein.

{Signature Pages Follow}

NOW THEREFORE, the parties hereby make, agree, and execute this Agreement by the below signatures of duly authorized officials or agents.

CONTRACTOR

By: _____
(Signature)

(Printed Name)

(Title)

(Date)

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the county and State aforesaid, do hereby certify that _____ personally appeared before me this day and voluntarily acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this _____ day of _____, 20____

My commission expires: _____

Notary Public

Town of Montreat

By: _____
(Signature)

(Printed Name)

(Title)

(Date)

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the county and State aforesaid, do hereby certify that _____ personally appeared before me this day and voluntarily acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this _____ day of _____, 20_____

My commission expires: _____

Notary Public

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Director

ATTACHMENT A: SCOPE OF WORK

Contractor shall provide Residential Waste and Recyclable Material Collection and Disposal Services in accordance with this Agreement and the following requirements.

1. Solid Waste Collection

Weekly collection of residential solid waste on a regular collection day selected or approved by the Town.

Transport and proper disposal at an appropriate facility approved by the Town.

Collection shall be performed within the service schedule established and accepted by the Town and CWS.

The Contractor shall use equipment appropriately sized for Montreat's narrow, steep roads and shall be prepared for extensive manual handling of waste.

The Contractor shall provide sufficient staffing to safely perform curbside and backdoor service.

2. Recycling Collection

Weekly curbside and/or backdoor recycling collection on a regular collection day selected or approved by the Town.

Transport and proper delivery to an appropriate recycling facility approved by the Town.

Recyclable waste shall be collected in accordance with the Town of Montreat Sanitation Ordinance and established recycling procedures.

3. Containers and Collection Materials

The Contractor shall support the Town's bear-resistant container program.

The Contractor's proposal assumes that Town participants will use bear-resistant containers or approved bear-resistant container systems with capacity up to 95 gallons.

Plastic bags tied off appropriately and not exceeding 35 pounds are acceptable for collection, subject to the Town's ordinances and CWS safety requirements.

4. Schedule, Holidays, and Inclement Weather

The service schedule shall be submitted by CWS and accepted by the Town before contract execution.

Scheduled collection shall not be required on New Year's Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day when the applicable landfill is closed. CWS shall communicate resulting schedule changes to the Town and affected residents.

If severe weather affects service, CWS shall immediately notify Town representatives and develop a revised pickup strategy and schedule.

Route adjustments or additional services requested by the Town that are outside the scope of this Agreement may result in an additional charge only if approved in writing by the Town before the work is performed.

5. Additional Services

Bear-resistant container program support.

Special event or seasonal service adjustments only when separately authorized in writing by the Town.

Bulk pickup, yard trash pickup, or other services are not included unless expressly added by written amendment or written authorization that states the applicable additional charge.

6. Customer Service and Performance

Prompt, courteous interaction with residents.

Clear communication regarding service schedules or disruptions.

Rapid response to missed pickups or complaints, with resolution or a corrective plan within 24 hours of notice.

A designated CWS customer-service contact for the Town.

Proactive problem-solving and community engagement.

CWS shall work closely with Town staff, including regular coordination meetings and flexibility in adjusting routes or services as needed.

Customer-service performance shall be a major factor in contract evaluation and ongoing performance review.

7. Reporting and Documentation

CWS shall provide quarterly reports no later than the 15th of the following month detailing solid waste tonnage, recyclable tonnage, and the number of contamination tags issued.

Each monthly invoice shall include the household count used for billing, tonnage information, and supporting scale-house tickets for disposal charges.

CWS and Town representatives shall meet quarterly for status updates and annually for a project review meeting. Issues requiring immediate attention shall be addressed as soon as practicable.

9. Disposal and Other Fees

Tipping or landfill disposal fees for residential solid waste are paid by the Town directly to the disposal facility, unless the parties agree otherwise in a written amendment.

CWS shall not mark up disposal fees. When CWS is expressly authorized in writing to pay a disposal facility charge on the Town's behalf, CWS shall provide the applicable scale ticket or other facility documentation with its invoice.

The proposal excludes pricing for disposal of solid waste and recycling. Waste disposal at the Buncombe County Landfill will be paid by the Town. Fines or charges for contaminated loads attributable to the Town's loads may be billed back to the Town, subject to supporting documentation.

Applicable taxes shall be separately identified on invoices. If the Town is entitled to a lawful tax exemption, the Town shall provide appropriate documentation.

10. Contractor Resources

CWS shall furnish all labor, supervision, vehicles, equipment, fuel, materials, supplies, licenses, permits, and other resources necessary to perform the services. CWS's execution plan contemplates a licensed driver and one waste handler on the typical residential crew and maintains backup equipment and drivers to reduce service interruptions.

ATTACHMENT B: PRICING

Lump Sum Total Per Household. The applicable monthly service charge per active residential household is:

	1st Year	2nd Year	3rd Year	4th Year	5th Year
Trash	\$12.45	\$12.45	\$13.07	\$13.72	\$13.72
Recycle	\$3.03	\$3.03	\$3.18	\$3.34	\$3.34
TOTAL	\$15.48	\$15.48	\$16.25	\$17.06	\$17.06

Billing. Monthly invoices shall reconcile the number of active residential households eligible for service during the billing period. Additions and deletions to the active household count shall be reflected in the applicable monthly billing.

Fuel Surcharge. If the applicable diesel fuel benchmark exceeds \$4.50 per gallon, a fuel surcharge of 10.5% shall be added to the total monthly service bill. For purposes of administration, the benchmark shall be the Petroleum Administration for Defense District 1 (PADD 1) regional diesel fuel price benchmark published by the U.S. Energy Information Administration, using the first Friday of the applicable billing month. The surcharge shall be separately identified on the invoice.

No other fuel-rate table or fuel surcharge shall apply unless this Agreement is amended in writing.

Additional Services. Special events, service adjustments, route changes, or other services outside the scope of Attachment A may be charged only if approved in writing by the Town before the additional work is performed.

Disposal Charges. Disposal fees are excluded from the per-household rates and are paid by the Town as provided in Attachment A.

ATTACHMENT C: CONSOLIDATED WASTE SERVICES PROPOSAL

Town of Montreat, NC

The Consolidated Waste Services proposal dated July 2, 2026, is attached in its entirety as ATTACHMENT C and is incorporated by reference for purposes of documenting the Contractor's proposed technical approach, equipment, personnel, safety practices, public education support, and other proposal materials. In the event of a conflict between ATTACHMENT C and the Agreement, the Agreement and its Attachments control.

DRAFT



Request for Proposal Town of Montreat, NC

Residential Waste and Recyclable Material Collection and Disposal Services

RFPID: A051126.04

July 02, 2026



696 Riverside Drive
Asheville, NC 28801
Main: (828) 645-0660
www.ConsolidatedWasteServices.com

Proposal Contents

Update Fields

Section	Item
1	Cover Letter
2	Company Profile and Experience
3	Personnel Qualifications
4	Residential Equipment Listing
5	Technical Approach (Execution Plan)
6	Public Education Support Plan (Example)
7	Proof of Insurance
8	Professional References
9	CWS Safety Rules

Section 1 - Cover Letter





May 28, 2026

Barry Creasman
Public Works Director
Town of Montreat, NC

Reference: Residential Waste and Recyclable Material Collection and Disposal Services

Dear Mr. Creasman,
Consolidated Waste Services is pleased to submit this proposal which includes all the labor and equipment required to complete the work as described in your Request For Proposal. This revised proposal is valid for 30 days.

Schedule:

- Schedule to be submitted and accepted by the Town of Montreat prior to contract execution
- Workday Exceptions
 - New Years Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, (Landfill Closures)

Clarifications:

- Fluctuations in the number of active participants (households) may affect the billing/contract value (monthly billing will be reconciled for correct household numbers).
- Proposal assumes a contract term of 1 year with 4-year renewal
- Proposal assumes that all the Town of Montreat participants will utilize bear resistant containers or approved bear resistant container systems with capacity up to 95 gallons.
- Proposal includes plastic bags tied off appropriately not exceeding 35 lbs. in weight acceptable
- Recyclable waste will be collected in accordance with the Town of Montreat Sanitation Ordinance and established recycling procedures.
- Route adjustment or the addition of services dictated by the Town of Montreat may be additional cost and will be discussed with the appropriate Montreat representatives prior to execution of work.

Pricing:

Lump Sum Total Per Household:

	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year
Trash	\$12.45	\$12.45	\$13.07	\$13.72	\$13.72
Recycle	\$3.03	\$3.03	\$3.18	\$3.34	\$3.34

**** If the cost of diesel fuel exceeds \$4.50 per gallon then there will be an additional 10.5% surcharge added to the total monthly bill****

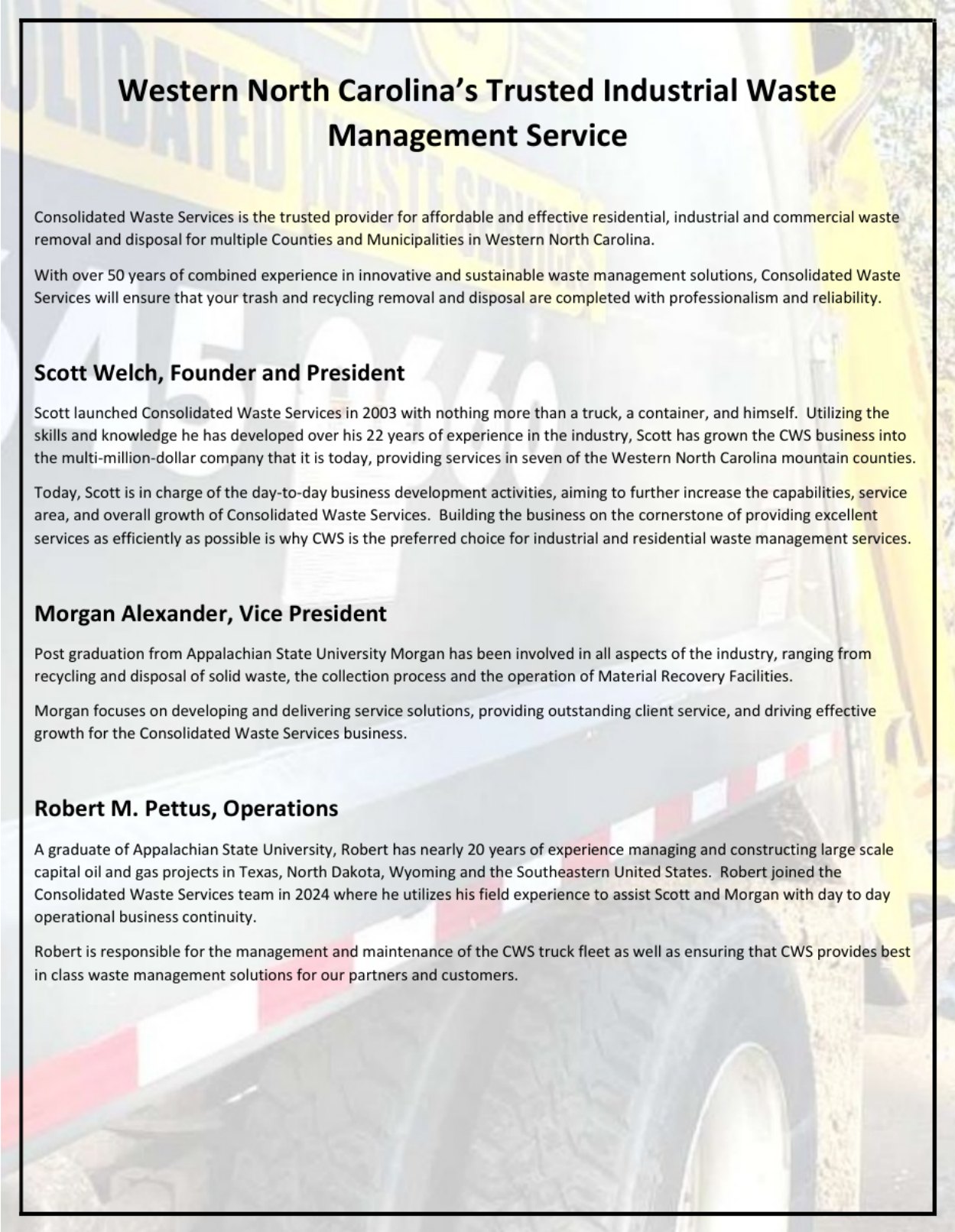
Exclusions:

- Proposal does not include pricing for the disposal of solid waste and recycling. Waste disposal at the county "Buncombe County Landfill" will be paid by the Town of Montreat. Fines or charges for contaminated loads will be billed back to the Town of Montreat (Curbside Management or Buncombe County).
- Special Events or Service Adjustments

We appreciate the opportunity to submit pricing for the disposal of residential solid waste and recycling materials. The Consolidated Waste Services team looks forward to working with you and the residents of the Town of Montreat, NC.

Section 2 - Company Profile and Experience





Western North Carolina's Trusted Industrial Waste Management Service

Consolidated Waste Services is the trusted provider for affordable and effective residential, industrial and commercial waste removal and disposal for multiple Counties and Municipalities in Western North Carolina.

With over 50 years of combined experience in innovative and sustainable waste management solutions, Consolidated Waste Services will ensure that your trash and recycling removal and disposal are completed with professionalism and reliability.

Scott Welch, Founder and President

Scott launched Consolidated Waste Services in 2003 with nothing more than a truck, a container, and himself. Utilizing the skills and knowledge he has developed over his 22 years of experience in the industry, Scott has grown the CWS business into the multi-million-dollar company that it is today, providing services in seven of the Western North Carolina mountain counties.

Today, Scott is in charge of the day-to-day business development activities, aiming to further increase the capabilities, service area, and overall growth of Consolidated Waste Services. Building the business on the cornerstone of providing excellent services as efficiently as possible is why CWS is the preferred choice for industrial and residential waste management services.

Morgan Alexander, Vice President

Post graduation from Appalachian State University Morgan has been involved in all aspects of the industry, ranging from recycling and disposal of solid waste, the collection process and the operation of Material Recovery Facilities.

Morgan focuses on developing and delivering service solutions, providing outstanding client service, and driving effective growth for the Consolidated Waste Services business.

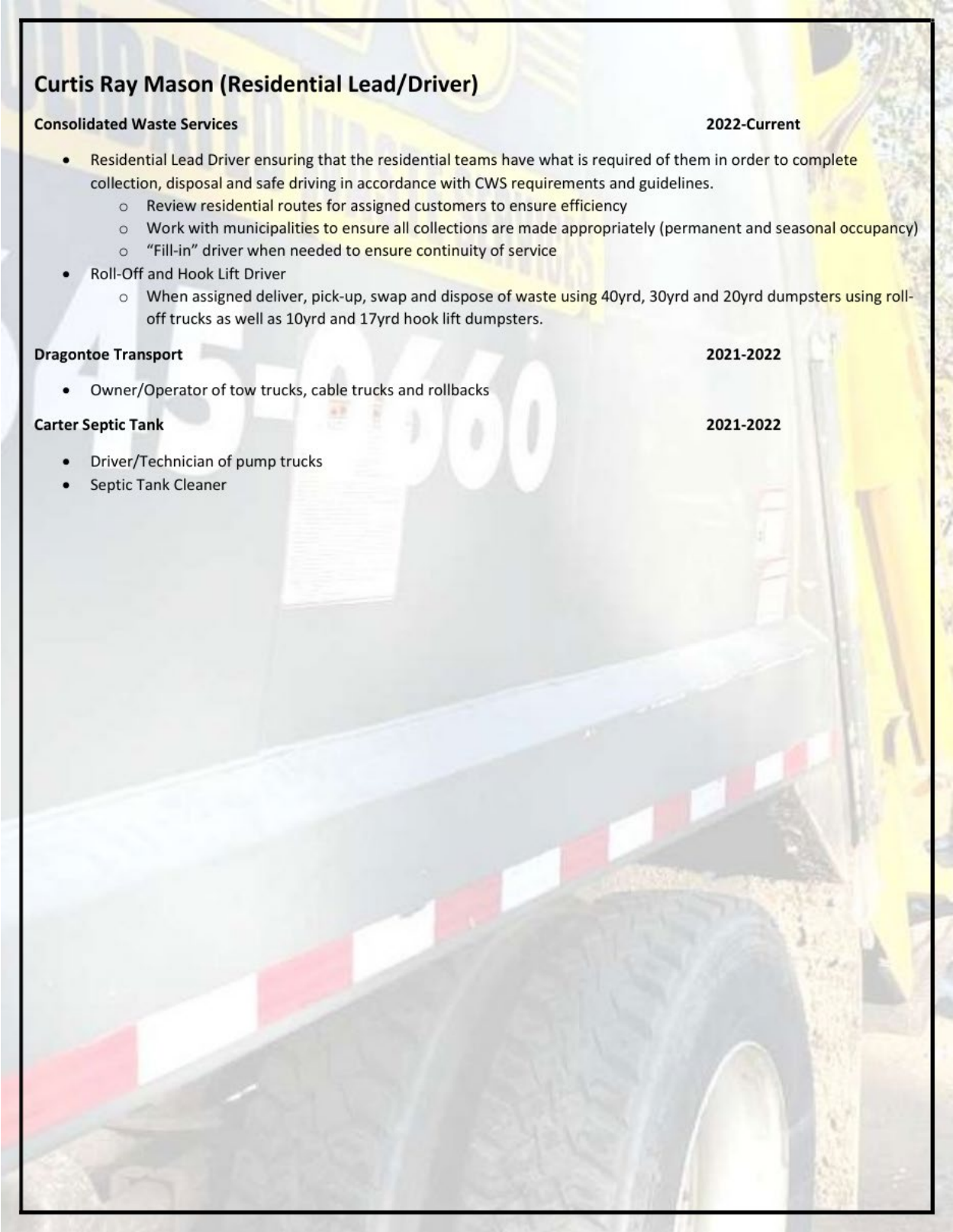
Robert M. Pettus, Operations

A graduate of Appalachian State University, Robert has nearly 20 years of experience managing and constructing large scale capital oil and gas projects in Texas, North Dakota, Wyoming and the Southeastern United States. Robert joined the Consolidated Waste Services team in 2024 where he utilizes his field experience to assist Scott and Morgan with day to day operational business continuity.

Robert is responsible for the management and maintenance of the CWS truck fleet as well as ensuring that CWS provides best in class waste management solutions for our partners and customers.

Section 3 - Personnel Qualifications





Curtis Ray Mason (Residential Lead/Driver)

Consolidated Waste Services

2022-Current

- Residential Lead Driver ensuring that the residential teams have what is required of them in order to complete collection, disposal and safe driving in accordance with CWS requirements and guidelines.
 - Review residential routes for assigned customers to ensure efficiency
 - Work with municipalities to ensure all collections are made appropriately (permanent and seasonal occupancy)
 - “Fill-in” driver when needed to ensure continuity of service
- Roll-Off and Hook Lift Driver
 - When assigned deliver, pick-up, swap and dispose of waste using 40yrd, 30yrd and 20yrd dumpsters using roll-off trucks as well as 10yrd and 17yrd hook lift dumpsters.

Dragontoe Transport

2021-2022

- Owner/Operator of tow trucks, cable trucks and rollbacks

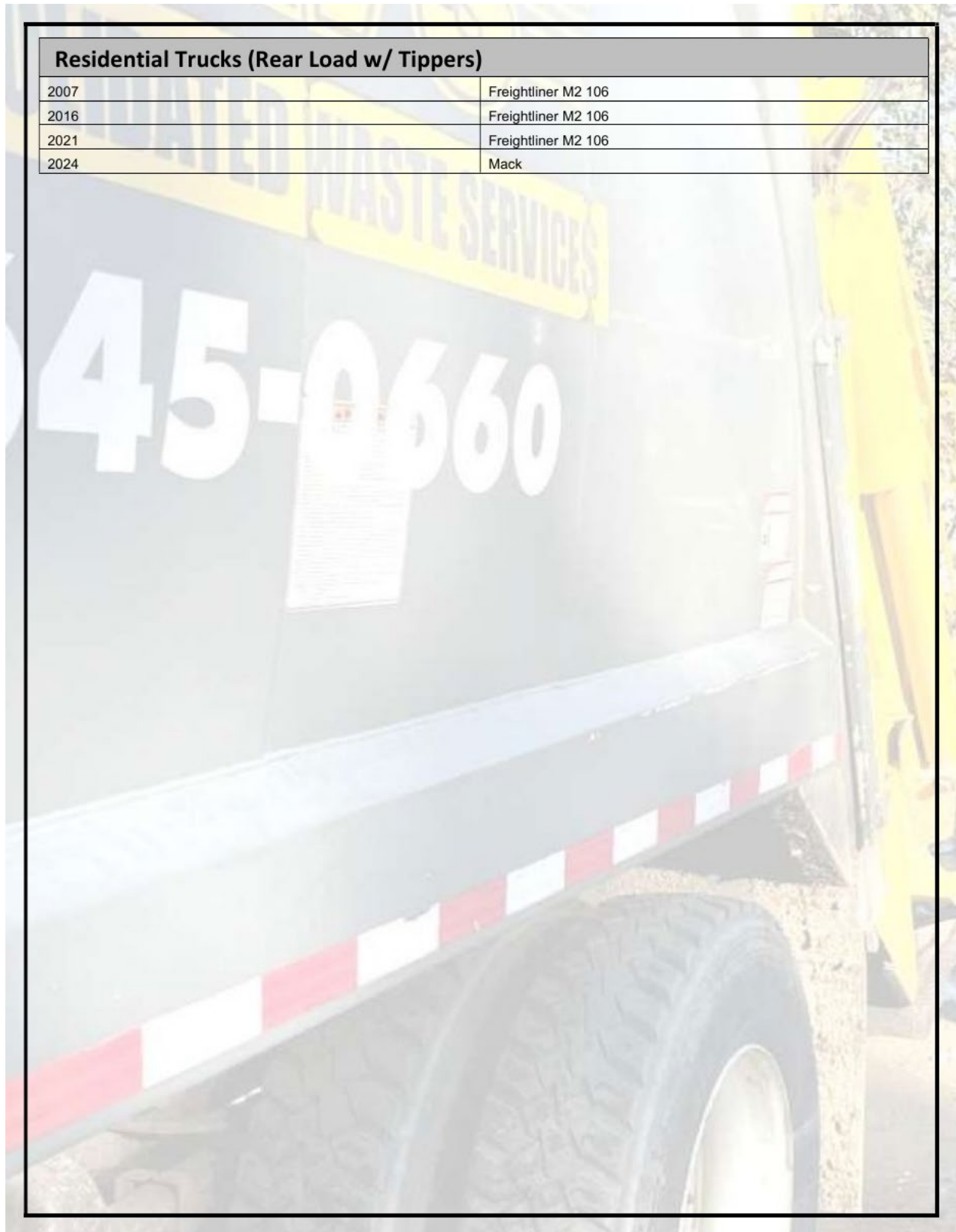
Carter Septic Tank

2021-2022

- Driver/Technician of pump trucks
- Septic Tank Cleaner

Section 4 - Equipment Listing





Section 5 - Technical Approach (Execution Plan)





Town of Montreat, NC Residential Waste and Recyclable Material Collection and Disposal Service

Technical Approach (Project Execution Plan)

5/11/2026

Revision Date	Rev	Description of Change	Approved By
5/11/2026	0	Initial Issue	Robert M. Pettus

1.0 PURPOSE

The purpose of this execution plan is to propose procedures and standards for collection of residential waste, recyclable material and cardboard from the residents of the Town of Montreat, NC for disposal in accordance with applicable permits, procedures and contract agreements. The objective of the execution plan are as follows:

- Establish Processes, Procedures, Schedule and Responsibilities for key stakeholders.
- Develop Communication Plan
- Outline identified Safety Risks with Mitigative Measures

2.0 CONTRACTOR EXPERIENCE

Consolidated Waste Services (CWS) specializes in providing timely waste management services for residential and commercial clients. CWS safely and efficiently provides solutions while maintaining a second-to-none reputation as a trusted partner for our customers, sub-contractors and vendors. Drawing on the experience of our managers and drivers, CWS has established itself as the Contractor Partner of choice for several municipalities in Western North Carolina.

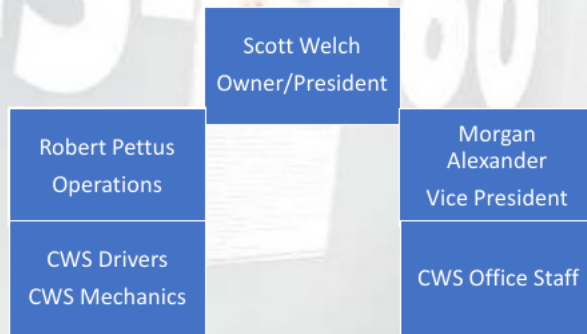
3.0 PROJECT WORK SCHEDULE

CWS will execute waste and recycling service as agreed upon and accepted by both CWS and the Town of Montreat, NC representatives.

3.1 Schedule Deviation and Notification

CWS works daily to mitigate any factors that may require schedule deviation. In order to ensure that CWS is providing the best service possible to its customers and clients, CWS maintains all equipment in accordance with manufacturer recommendations and settings. In the event that severe weather affects CWS's ability to service the residents of Montreat, NC, CWS will immediately notify Montreat representatives and develop a strategy and scheduling pickup.

4.0 ORGANIZATIONAL CHART



5.0 WORK PLAN

As with current CWS municipal customers, CWS will plan to deploy the residential team from the Corporate Office location on Riverside Drive in Asheville, NC. On assigned days, the CWS residential services team will pick up and dispose of the Town of Montreat waste and recycling in accordance with applicable permits, plans and contract documents. The typical truck crew "mix" will consist of licensed driver and (1) waste "slingers". The driver's primary focus is route adherence, schedule management and the safety of the CWS crew, equipment as well as the affected public.

CWS will utilize its existing fleet of residential trucks in order to service the Town of Montreat residents.

<u>Truck Number</u>	<u>Year</u>	<u>Make/Model</u>	<u>Status</u>
03-33	2016	Freightliner M2 106	Primary Service
03-44	2021	Freightliner M2 106	Primary Service
03-60	2024	Mack	Primary Service
03-21	2007	Freightliner M2 106	Backup Truck

****CWS is currently forecasting the procurement of an additional residential truck in 2026/2027****

After pickup of solid waste and recyclable material from applicable residents, CWS will dispose of the waste as appropriate at the disposal facility. CWS drivers will retain the scale tickets in order for CWS AP representatives to accurately complete billing

as needed. The CWS drivers, just as with the waste, will retain the scale tickets in order for CWS representatives to complete monthly billing.

6.0 COST MANAGEMENT

CWS bills their municipal partners monthly for the services provided. In order to ensure timely and accurate billing, CWS will work with the Town of Montreat representatives for the assurance that the appropriate household count is being billed. Invoices will be sent monthly with appropriate breakdown of number of households as well as tonnage amount. Scale House tickets will be provided for backup data with each billing.

7.0 PROJECT REPORTING

CWS will supply the Town of Montreat with accurate reporting quarterly. Each report will be supplied to the Town of Montreat no later than the 15th of the preceding month and shall detail solid waste tonnage, recyclable tonnage and the number of contamination tags that have been issued.

8.0 QUALITY MANAGEMENT

CWS takes pride in the assurance that waste and recycling is being picked up and disposed of appropriately and in a timely manner. CWS employs local drivers that are vested in the wellbeing of the local communities. CWS has also employed “backup” drivers capable of operating multiple pieces of equipment to ensure that there are no service gaps due to manpower constraint. In addition, CWS has employed (4) full-time mechanics to manage mechanical failures that may occur due to normal wear and tear and the need to operate at higher elevations for customers. CWS typically utilizes (2) residential trucks for existing customers’ workload while maintaining (2) additional trucks as backup in the event there are mechanical issues that may require prolonged downtime. The CWS team also utilizes daily reporting from the crews’ detailing residences that do not have receptacles or trash/recycling out at the time of pickup as well as utilization of the town approved “Oops” tags. In the event that the Town of Montreat representatives receive feedback about a missed stop or any other service concern, CWS will directly work with the team to ensure timely resolution – within 24hrs as outlined in the RFP.

9.0 COMMUNICATIONS PLAN

Description	Purpose	Attendees	Frequency
General Status Update	Review current status of project, highlight any issues or concerns and identify/assign required corrective actions	Representatives of the Town of Montreat, Robert Pettus and Morgan Alexander	Quarterly (Issue requiring immediate attention will be discussed ASAP)
Project Reporting	Provide solid waste tonnage, recyclable material tonnage and the contamination tags issued.	Representatives of the Town of Montreat, Robert Pettus and Morgan Alexander	Quarterly (no later than the 15 th of the preceding month)
Cost/Billing	Questions regarding billing or potential cost forecast	Representatives of the Town of Montreat, Robert Pettus, Morgan Alexander, CWS AP Rep.	As-Needed (Via Phone or Email)

Annual Project Review Meeting	Report high level status of project, highlighting any issues or concerns	CWS and Town of Montreat representatives	Annually
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Section 6 - Public Education Support Plan (Example)



DON'T TANGLE OR CONTAMINATE
RECYCLE MORE
FOR A GREENER STATE



PLASTIC

Bottles, tubs, jugs and jars



Not pumps

Empty and rinse

METAL

All cans



Empty and rinse

GLASS

Bottles and jars



Empty and rinse

PAPER

Paper, cartons and cardboard



Flatten cardboard

WHEN IN DOUBT, THROW IT OUT!



Section 7 - Proof of Insurance





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Howard W. Phillips & Company 80 M Street, SE Suite 350 Washington DC 20003	CONTACT NAME: Sarah Ahmed
	PHONE (A/C No. Ext): 202-351-0256 FAX (A/C No): 202-331-8452
	E-MAIL ADDRESS: certificates@hwphillips.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Erie Insurance Company
	INSURER B: Erie Insurance Exchange
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED
Consolidated Waste Services, LLC
Consolidated Waste Services of Haywood County, Inc.
61 Azalea Drive
Weaverville NC 28787

CONSWAS-02

COVERAGES

CERTIFICATE NUMBER: 40480949

REVISION NUMBER:

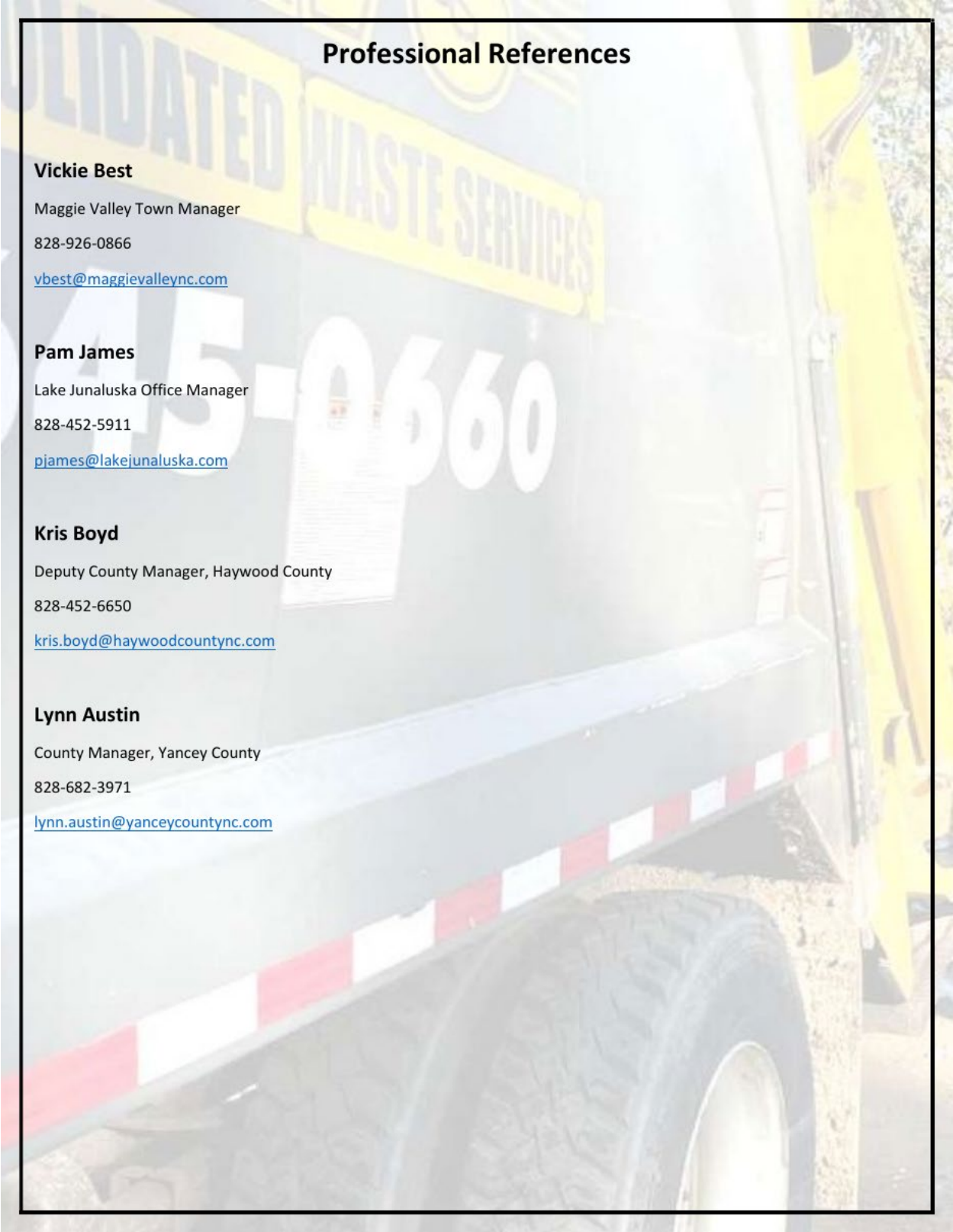
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			Q61-0253573	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			Q02-0140591	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE OF INSURANCE REFLECTS THE COVERAGE CURRENTLY IN EFFECT AND MAY NOT MEET ANY SPECIFIC CONTRACT REQUIREMENTS. PLEASE REFER TO THE POLICY DOCUMENTS FOR DETAILS ON ADDITIONAL INSURED, PRIMARY & NON-CONTRIBUTORY, WAIVER OF SUBROGATION, AND NOTICE OF CANCELLATION PROVISIONS THAT MAY APPLY. ANY JOB OR EVENT NUMBER, NAME, OR DESCRIPTION LISTED IS FOR REFERENCE PURPOSES ONLY AND DOES NOT IMPLY COVERAGE UNDER THE POLICIES. IT IS THE RESPONSIBILITY OF THE CERTIFICATE HOLDER TO VERIFY THAT THE COVERAGE MEETS THEIR REQUIREMENTS

Section 8 - Professional References





Professional References

Vickie Best

Maggie Valley Town Manager

828-926-0866

ybest@maggievalleync.com

Pam James

Lake Junaluska Office Manager

828-452-5911

pjames@lakejunaluska.com

Kris Boyd

Deputy County Manager, Haywood County

828-452-6650

kris.boyd@haywoodcountync.com

Lynn Austin

County Manager, Yancey County

828-682-3971

lynn.austin@yanceycountync.com

Section 9 - CWS Safety Rules





SAFETY RULES

General

1. All accidents, injuries and near misses must be reported to your supervisor, immediately.
2. Immediately correct, or report any unsafe acts or conditions to your Supervisor, and warn any employees who may become involved.
3. If you have any doubt regarding the safety of a job procedure, consult with your immediate supervisor before proceeding with the task.
4. If an item of protective equipment is required by the job-site, or for the job you are doing, (i.e. hard hat, hearing protection, safety glasses, gloves, respirator, fall protection, lifejackets) consider the use of that equipment as a condition of employment. The minimum clothing and personal protective equipment that is required is:
 - a. Steel-toed safety footwear with above the ankle support (CWS approved),
 - b. Hi-visibility vest (CWS approved),
 - c. Short-sleeved shirt (summer), long pants.
 - d. Hard hats (if required)
5. Inspect tools and equipment daily, ensure all guards and safety devices are in place and functional. Misuse or willful damage of company tools and equipment is strictly prohibited.
6. Maintain good housekeeping in the workplace. Do not allow materials to gather on floors, platforms, ramps, stairs or walkways as to become a tripping hazard.
7. Hazardous materials must be identified, stored and handled in accordance with the Workplace Hazardous Materials Information System (WHMIS) regulations.
8. Never work alone in isolated areas unless arrangements have been made for periodic checks with another person.
9. Fighting, scuffling, horseplay, practical jokes and theft are prohibited.
10. The use of alcoholic beverages and drugs (including prescription or over the counter medications which may cause impairment) is strictly forbidden on the job or job-site. No person shall enter a job site while his or her ability to work is impaired.
11. Smoking in non-smoking areas (offices, plant offices, flammable areas, particular job locations) is strictly forbidden.
12. No worker shall ride on the outside of equipment unless the vehicle has been designed or modified for this purpose. All workers are to ride in the cabs of vehicles.
13. Seatbelts must be worn when operating equipped machinery, and company vehicles.
14. Never do maintenance or work under, on, or around a piece of running equipment. Shut it off and lock it out until your work is completed.
15. No worker shall operate damaged tools, equipment or machinery. If it is not operating correctly, or needs maintenance, "tag it" out of service, fill out an equipment repair form, and return it to the Operations Manager.
16. No worker shall operate or use any equipment in a manner that endangers themselves or other workers. Only persons properly trained and authorized by their Supervisor shall operate any equipment or machinery.
17. Comply with the requirements of the Safety Program and other applicable regulations.

Failure to comply with these rules will result in disciplinary action up to and including termination.

Rule 30. Appointments

- A. The Board may consider and make appointments to other bodies, including its own committees, if any, only in open session. The Board may not consider or fill a vacancy among its own membership except in open session.

- B. Rather than proceeding by motion, the Board shall use the following procedure to make appointments to various other boards and offices:
 - The Mayor shall open the floor for nominations, whereupon the names of possible appointees may be put forward by Board members.
 - The names submitted shall be debated.

 - When the debate ends, the Mayor shall call the roll of the Board members, and each member shall cast his or her vote.

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

**TOWN OF MONTREAT
FISCAL YEAR 2026-2027
BUDGET AMENDMENT #3**

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

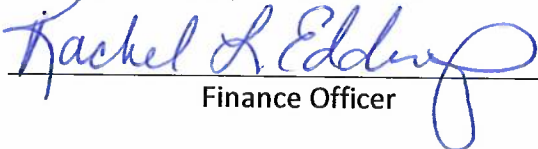
Purpose: To add donations received into the budget for Fund 29- Helene, Fund 40 – Stone Bridges, and Town Hall Landscaping Donations

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		\$1,000	\$11,000
Materials	29-5550-752		\$1,000	\$6,000
Donations/Contributions	40-3300-300		\$1,100	\$112,850
Contract Services	40-5000-450		\$1,100	\$99,600
Contributions	10-3300-300		\$2,698.63	\$6,648.63
M&R Buildings & Grounds	10-5000-150		\$2,698.63	\$7,048.63

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

8/31/26
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

§ 159-28. Budgetary accounting for appropriations.

(a) Incurring Obligations. - No obligation may be incurred in a program, function, or activity accounted for in a fund included in the budget ordinance unless the budget ordinance includes an appropriation authorizing the obligation and an unencumbered balance remains in the appropriation sufficient to pay in the current fiscal year the sums obligated by the transaction for the current fiscal year. No obligation may be incurred for a capital project, grant project, or settlement project authorized by a project ordinance, as defined in G.S. 159-13.2, unless that project ordinance includes an appropriation authorizing the obligation and an unencumbered balance remains in the appropriation sufficient to pay the sums obligated by the transaction. Nothing in this section shall require a contract to be reduced to writing.

(a1) Preaudit Requirement. - If an obligation is reduced to a written contract or written agreement requiring the payment of money, or is evidenced by a written purchase order for supplies and materials, the written contract, agreement, or purchase order shall include on its face a certificate stating that the instrument has been preaudited to assure compliance with subsection (a) of this section. The certificate, which shall be signed by the finance officer, or any deputy finance officer approved for this purpose by the governing board, shall take substantially the following form:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

(Signature of finance officer).

(a2) Failure to Preaudit. - An obligation incurred in violation of subsection (a) or (a1) of this section is invalid and may not be enforced. The finance officer shall establish procedures to assure compliance with this section, in accordance with any rules adopted by the Local Government Commission.

(a3) Use of Automated System for Preaudit. - An automated financial computer system may be used to meet the requirements of subsection (a1) of this section if an annual certification is filed with the Secretary of the Commission pursuant to subsection (a4) of this section. The provisions of this subsection do not apply to transactions exempted by statute from the preaudit requirement. The automated computer system must have all of the following:

- (1) Embedded functionality that determines that there is an appropriation to the department, function code, or project in which the transaction appropriately falls.
- (2) Functionality ensuring that unencumbered funds remain in the appropriation to pay out any amounts that are expected to come due during the budgeted period.
- (3) Real-time visibility to budget compliance, alert threshold notifications, and rules-based compliance measures and enforcement.

(a4) Annual Certification of Automated Preaudit System. - When an automated financial computer system is used to meet the requirements of subsection (a1) of this section, the finance officer shall certify to the Secretary of the Commission no later than 30 days after the start of the unit's or public authority's fiscal year that the automated financial computer system meets all the requirements of subsection (a3) of this section. The Secretary may reject or revoke the finance officer's certification if the annual audit for the unit's or public authority's immediately preceding fiscal year includes a finding of budgetary noncompliance or if the Secretary determines that the automated financial computer system fails to meet the requirements of subsection (a3) of this section.

(b) Disbursements. - When a bill, invoice, or other claim against a local government or public authority is presented, the finance officer shall either approve or disapprove the necessary disbursement. If the claim involves a program, function, or activity accounted for in a fund included in the budget ordinance or a capital project, grant project, or settlement project authorized by a project ordinance, as defined in G.S. 159-13.2, the finance officer may approve the claim only if both of the following apply:

- (1) The finance officer determines the amount to be payable.
- (2) The budget ordinance or a project ordinance includes an appropriation authorizing the expenditure and either (i) an encumbrance has been previously created for the transaction or (ii) an unencumbered balance remains in the appropriation sufficient to pay the amount to be disbursed.

The finance officer may approve a bill, invoice, or other claim requiring disbursement from an intragovernmental service fund or trust or custodial fund not included in the budget ordinance, only if the amount claimed is determined to be payable. A bill, invoice, or other claim may not be paid unless it has been approved by the finance officer or, under subsection (c) of this section, by the governing board. The finance officer shall establish procedures to assure compliance with this subsection, in accordance with any rules adopted by the Local Government Commission.

(c) Governing Board Approval of Bills, Invoices, or Claims. - The governing board may, as permitted by this subsection, approve a bill, invoice, or other claim against the local government or public authority that has been disapproved by the finance officer. The governing board may not approve a claim for which no appropriation appears in the budget ordinance or in a project ordinance, or for which the appropriation contains no encumbrance and the unencumbered balance is less than the amount to be paid. The governing board shall approve payment by formal resolution stating the board's reasons for allowing the bill, invoice, or other claim. The resolution shall be entered in the minutes together with the names of those voting in the affirmative. The chairman of the board, or some other member designated for this purpose, shall sign the certificate on the check or draft given in payment of the bill, invoice, or other claim. If payment results in a violation of law, each member of the board voting to allow payment is jointly and severally liable for the full amount of the check or draft given in payment.

(d) Payment. - A local government or public authority may not pay a bill, invoice, salary, or other claim except by any of the following methods:

- (1) Check or draft on an official depository.
- (2) Bank wire transfer from an official depository.
- (3) Electronic payment or an electronic funds transfer originated by the local government or public authority through an official depository.
- (4) Cash, if the local government has adopted an ordinance authorizing the use of cash, and specifying the limits of the use of cash.

(d1) Except as provided in this section, each check or draft on an official depository shall bear on its face a certificate signed by the finance officer or a deputy finance officer approved for this purpose by the governing board (or signed by the chairman or some other member of the board pursuant to subsection (c) of this section). The certificate shall take substantially the following form:

This disbursement has been approved as required by the Local Government Budget and Fiscal Control Act.

(Signature of finance officer).

(d2) An electronic payment or electronic funds transfer shall be subject to the preaudit process in accordance with this section and any rules adopted by the Local Government Commission. The rules so adopted shall address execution of electronic payment or electronic funds transfer and how to indicate that the finance officer or duly appointed deputy finance officer has performed the preaudit process in accordance with this section. A finance officer or duly appointed deputy finance officer shall be presumed in compliance with this section if the finance officer or duly appointed deputy finance officer complies with the rules adopted by the Local Government Commission.

(e) Penalties. - If an officer or employee of a local government or public authority incurs an obligation or pays out or causes to be paid out any funds in violation of this section, that officer or employee, and the sureties on any official bond for that officer or employee, are liable for any sums so committed or disbursed. If the finance officer or any duly appointed deputy finance officer gives a false certificate to any contract, agreement, purchase order, check, draft, or other document, the finance officer or duly appointed deputy finance officer, and the sureties on any official bond, are liable for any sums illegally committed or disbursed thereby. The governing board shall determine, by resolution, if payment from the official bond shall be sought and if the governing body will seek a judgment from the finance officer or duly appointed deputy finance officer for any deficiencies in the amount.

(e1) Inclusion of the contract term in accordance with G.S. 143-133.3(b) shall be deemed in compliance with G.S. 143-133.3(a).

(f) The certifications required by subsections (a1) and (d1) of this section shall not apply to any of the following:

- (1) An obligation or a document related to the obligation has been approved by the Local Government Commission.
- (2) Payroll expenditures, including all benefits for employees of the local government.
- (3) Electronic payments, as specified in rules adopted by the Local Government Commission.

(g) As used in this section, the following terms shall have the following meanings:

- (1) Electronic funds transfer. - A transfer of funds initiated by using an electronic terminal, a telephone, a computer, or magnetic tape to instruct or authorize a financial institution or its agent to credit or debit an account.
- (2) Electronic payment. - Payment by charge card, credit card, debit card, gas card, procurement card, or electronic funds transfer. (1971, c. 780, s. 1; 1973, c. 474, ss. 22, 23; 1975, c. 514, s. 12; 1979, c. 402, ss. 7, 8; 2010-99, s. 1; 2012-156, s. 1; 2015-246, s. 6(a); 2015-294, s. 2; 2021-58, s. 3; 2021-60, s. 3.5; 2024-1, s. 1.1(e).)

Resolution # 26-09-001

RESOLUTION APPROVING PAYMENT OF A CLAIM DISAPPROVED BY
THE FINANCE OFFICER

WHEREAS, G.S. 159-28(c) authorizes the governing board, subject to the limitations set forth in that subsection, to approve a bill, invoice, or other claim against the local government or public authority that has been disapproved by the finance officer; and

WHEREAS, the Finance Officer has disapproved the following bill, invoice, or claim:

Vendor/Claimant: David the Window Man

Description of Goods or Services: Town Hall Exterior Window Cleaning

Invoice/Claim Number: 3795

Amount: \$ 387.00

Reason for Finance Officer's Disapproval:

Pre-audit process not completed prior to purchase

WHEREAS, the governing board has reviewed the bill, invoice, or claim and the Finance Officer's reason for disapproval; and

WHEREAS, the governing board finds that an appropriation for this expenditure appears in the applicable budget ordinance or project ordinance and that the appropriation either contains an encumbrance for the expenditure or has an unencumbered balance sufficient to pay the amount of the claim; and

WHEREAS, after considering the matter, the governing board has determined that the claim should be paid for the following reasons:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners
[Board/Council] of Montreat that:

1. Pursuant to G.S. 159-28(c), the governing board hereby approves payment of the bill, invoice, or claim described above in the amount of \$ 387.00, notwithstanding the Finance Officer's disapproval.

2. The governing board's reasons for allowing the claim are those stated in this resolution.
3. The Mayor [Chair/Mayor/other designated board member] is authorized and directed to sign the certificate required by G.S. 159-28(c) on the check or draft issued in payment of the claim.
4. This resolution, together with the names of the members voting in the affirmative, shall be entered in the minutes of this meeting as required by G.S. 159-28(c).

Adopted this 10 day of September, 2026.

Resolution: #26-09-002

RESOLUTION APPROVING PAYMENT OF A CLAIM DISAPPROVED BY THE FINANCE OFFICER

WHEREAS, G.S. 159-28(c) authorizes the governing board, subject to the limitations set forth in that subsection, to approve a bill, invoice, or other claim against the local government or public authority that has been disapproved by the finance officer; and

WHEREAS, the Finance Officer has disapproved the following bill, invoice, or claim:

Vendor/Claimant: Bank of America (Best Buy, Amazon, Reads Uniforms, Kimball)
Description of Goods or Services: TV's wall mount, chair casters, uniforms, radar cert comm.)
Invoice/Claim Number: # 6675547, #114-2747020, #45804-98, #004388
Amount: \$ 989.80

Reason for Finance Officer's Disapproval:

Pre-audit process not completed prior to purchase

WHEREAS, the governing board has reviewed the bill, invoice, or claim and the Finance Officer's reason for disapproval; and

WHEREAS, the governing board finds that an appropriation for this expenditure appears in the applicable budget ordinance or project ordinance and that the appropriation either contains an encumbrance for the expenditure or has an unencumbered balance sufficient to pay the amount of the claim; and

WHEREAS, after considering the matter, the governing board has determined that the claim should be paid for the following reasons:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners
[Board/Council] of Montreat that:

1. Pursuant to G.S. 159-28(c), the governing board hereby approves payment of the bill, invoice, or claim described above in the amount of \$ 989.80, notwithstanding the Finance Officer's disapproval.

2. The governing board's reasons for allowing the claim are those stated in this resolution.
3. The mayor [Chair/Mayor/other designated board member] is authorized and directed to sign the certificate required by G.S. 159-28(c) on the check or draft issued in payment of the claim.
4. This resolution, together with the names of the members voting in the affirmative, shall be entered in the minutes of this meeting as required by G.S. 159-28(c).

Adopted this 10th day of September, 2026.