Town of Montreat
Board of Commissioners Meeting – Public Forum
July 11, 2024 – 5:30 p.m.
Town Hall

I. Call to Order

- Welcome
- Moment of Silence

II. Agenda Adoption

III. Public Comments

IV. Adjournment

Town of Montreat
Board of Commissioners
Town Council Meeting
July 11, 2024 – 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

- May 24th Special Meeting Minutes Budget Workship
- June 13th Public Forum Meeting Minutes
- June 13th Town Council Meeting Minutes

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

V. Town Manager's Communications

- Consent Agenda Review
- Other Items

VI. Administrative Reports

- Administration
- Planning and Zoning
- Police
- Public Works and Water
- Sanitation
- Streets
- Finance - Pending
- June Building Permit Information

VII. Public Comment

Public comments will be heard during this period for <u>any and all items.</u>

VIII. Old Business

A. Civil Design Concepts Proposal for Texas Road Pedestrian Bridge Project

- **Presenter: Savannah Parrish**
- **See Agenda Materials on pages 26-32**
- **Suggested Motion: Move to approve Civil Design Concepts Proposal for Texas Road Pedestrian Bridge Project**

B. First Bank Loan

- **Presenter: Savannah Parrish**
- **See Agenda Materials on page 33-36**
- **Suggested Motion: Move to authorize the Town Manager to agree to loan terms for $100,000 loan from First Bank for Texas Road Pedestrian Bridge Project construction**

IX. New Business

A. Discussion of New Section 12 to Article I of Chapter D of Montreat General Ordinance

- **Presenter: Mason Blake**
- **See Agenda Materials on page 37**
- **Discussion Purposes Only**

X. Public Comment

Public comments will be heard during this period for <u>any and all items.</u>

XI. Commissioner Communications

XII. Dates to Remember

- **Planning & Zoning Commission, Thursday July 18th at 10:30 a.m. in Town Hall with Zoom options**
- **Tree Board, Tuesday July 23rd at 9:30 a.m. in Town Hall with Zoom options**
- **Board of Adjustment, No July Regular Meeting**
- **Landcare, Wednesday August 7th at 9:00 a.m. in Town Hall with Zoom options**

- **August Town Council Meeting, Thursday August 8th at 6:00 p.m. in Town Hall with Zoom options. Public Forum to begin at 6:30 a.m.**
- **Hillside Development Ordinance Subcommittee, August 14th at 9:00 a.m. in Town Hall**
- **Board of Adjustment (Tentative), Thursday August 22nd at 5:00 p.m. in Town Hall with Zoom options**
- **Tree Board, Tuesday August 27th at 9:30 a.m. in Town Hall with Zoom options**

XIII. Adjournment

Board members present: Mayor Tim Helms
Mayor Pro Tem Mason Blake
Commissioner Jane Alexander
Commissioner Kitty Fouche
Commissioner Tom Widmer

Board members absent: Commissioner Grant Dasher

Town staff present: Savannah Parrish, Town Manager (via Zoom)
David Arrant, Chief of Police
Barry Creasman, Public Works Director
Rachel Eddings, Finance Officer
Angie Murphy, Town Clerk

There were four members of the public present in Town Hall.

Agenda Adoption

Commissioner Tom Widmer moved to adopt the agenda as presented. Commissioner Jane Alexander seconded, and the motion carried 4/0.

Budget Workshop 2024-2025 Fiscal Year Budget

Presentation of Proposed FY 24/25 Annual Budget

A recording of this meeting is available at the following link: Budget Presentation Workshop 5/24/24 (youtube.com)

Town Clerk Angie Murphy advised that Town Manager Savannah Parrish was out sick but was watching the presentation via zoom. Ms. Murphy took a moment to thank Town Staff for all their hard work on the budget preparation process. Ms. Murphy gave extra thanks to Finance Officer Rachel Eddings who spent a great deal of time working on the budget as well as today's power point presentation. Ms. Murphy advised that this budget was thorough but conservative.

The proposed FY24/25 Annual Budget shows an increase of 14.21% in the General Fund over FY23/24 and an increase of 5.98% in the Water Fund over FY23/24 for a total increase of 12.86%.

The Budget was then broken down by department and percentage increase/decrease over last fiscal year.

- Governing Body 7.92%
- Administration -4.55%
- Public Buildings 7.14%
- Police -3.84%
- Planning & Zoning 11.49%
- Public Works 21.37%
- Streets 67.57%
- Sanitation 7.75%
- Recreation 4.34%
- Water 5.98%

Total 12.86%

Governing Body Notable Items

- Anticipating an increase in audit costs
- Increase in School of Government Membership Fees
- Increase in NCLM Membership Fees
- Kiwanis Membership
- Chamber of Commerce Membership

Administration Notable Items

- Tyler Technologies Financial Software Implementation is complete
    - The reduction of providing fund for two financial software systems

Public Building Notable Items

- Increase in property and liability insurance

Police Notable Items

- No vehicle purchases in FY24/25
- Reflects an initial salary increase for newly hired police officers

Planning & Zoning Notable Items

- Increase in Zoning Administrator's Contract
- Increase in Building Inspector's Fees

Public Works Notable Items

- Purchase Snow Plow
- Increase in Stormwater Program Fees

Streets Notable Items

- Bucket Truck Tires and Repairs
- Leaf Removal Service

- Sidewalk Project
- Texas Road Pedestrian Bridge Project

Sanitation Notable Items

- Convenience Center Upgrades
- Significant Repairs Required on 2006 Truck
- Continued Increases in Rental and Dumping Fees
- Sanitation Calendars

Water Notable Items

- Meter Purchases
- Budgeted Utility Billing Clerk Salary

Budget Summary – Highlights

- Up to a 3% Merit Increase
- 3% COLA Increase
- Town provided family insurance coverage
- Sidewalk Project
    - Completing and connecting sidewalks from the corner of Rainbow Terrace to Lake Susan
- Convenience Center Upgrades
    - Additional lighting for safety
    - Fencing
    - Security System
- Water Meter Replacement – continuation
- Texas Road Pedestrian Bridge Project

Public Comment

Letta Jean Taylor of 386 Oklahoma Road expressed her happiness in seeing the 3% COLA and up to 3% merit included in this proposed budget. Mrs. Taylor was also happy to see the family insurance proposal. Mrs. Taylor stated that she hoped any employees currently making below the Living Wage would be adjusted to the Living Wage amount before the addition of the COLA and merit increases. Mrs. Taylor also stated that the Town has trained and dedicated employees and they need to be compensated for their efforts. She mentioned that Public Works saved the Town money by seam sealing Assembly Drive and doing work on Texas Road in-house. Mrs. Taylor stated that she did not see any budgeted paving projects for the upcoming year. She stated that once the Town gets behind in paving it will be hard to catch up. Mrs. Taylor also stated that she would rather use the money slated for the Texas Road Pedestrian Bridge for much needed paving projects in Town. Ms. Murphy added that paving projects may be added later after the receipt of Powell Bil Funds.

Dr. Mary Standaert of 118 Shenandoah Terrace agrees with Mayor Pro Tem Mason Blake in that the

Water Fund accurately reflects the resources used by the Town. Dr. Standaert stated that she agrees with the basics of making the Texas Road Pedestrian Bridge safe and feels that adding a covered portion will be just deferred maintenance for future generations. Dr. Standaert also stated that she appreciated Commissioner Fouche's comments about the $15 a month sanitation fee. Dr. Standaert stated that as a citizen she would expect the sanitation fee to be included in her taxes not as an additional "add-on" fee. Dr. Standaert advised that if they want to move forward with the sanitation fee then the Commission needs to raise taxes. Dr. Standaert also expressed her agreement in increasing building and zoning permit fees. Dr. Standaert also suggested that residents in the ETJ pay their proportionate share of they are using Town services. Dr. Standaert took a moment to thank Town Clerk Angie Murphy for leading the budget discussion.

Jean Norris of 192 Mississippi Road expressed her delight upon hearing that the sidewalk completion project will be included in the upcoming budget. Ms. Norris also recommended adding an ADA sidewalk which would add cost but also safety. Ms. Norris stated that she would like to see sanitation costs only funded by the $15 per month sanitation fee.

Commissioner Tom Widmer stated that there was a huge wage, and benefits increase slated for this budget. Commissioner Widmer stated that the City of Asheville was only offering a 4.1% increase which they would have to dip into their Fund Balance to be to afford. Commissioner Widmer stated that the payroll and benefits would continue to increase as the years go by. Commissioner Widmer felt that a 6% overall salary increase, an increase in retirement percentages, and paid insurance was more than the small budget of Montreat could afford one year. Commissioner Widmer also stated that he prefers merit raises over COLA raises and feels that the extra $90,000 set aside for wages/benefits is excessive in comparison to other projects that need to be addressed. Mayor Helms stated that in local government it has recently become very competitive to retain good employees. Mayor Helms also stated that police salaries are much higher in nearby communities which makes attracting new officers difficult. Mayor Helms felt that the family insurance and merit/COLA raises would help retention. Commissioner Widmer suggested sharing the cost of family insurance with employees. Mayor Helms suggested that Ms. Eddings and Ms. Parrish investigate shared cost versus 100% town paid family insurance. Commissioner Alexander expressed her interest in providing family insurance for retention purposes. She also supports the COLA raise. Mayor Pro Tem Mason Blake felt that the Town should aim for fully paid family coverage over the next 1-3 years. Mayor Pro Tem Blake also shared his thoughts that probably other people would want to move over the leaf removal option and pay that money to Town employees. He went onto say that Montreat has a great group of employees and if they start to move on the Town will have a hard time replacing them.

Commissioner Jane Alexander moved to adjourn the meeting. Commissioner Kitty Fouche seconded, and the motion carried 4/0. The meeting was adjourned at 5:24 p.m.

_____ _____

Tim Helms , Mayor Angie Murphy, Town Clerk

Town of Montreat
Board of Commissioners
Public Forum Meeting Minutes
June 13, 2024 – 6:30 p.m.
Town Hall

Board members present:	Mayor Tim Helms Commissioner Jane Alexander Mayor Pro Tem Mason Blake Commissioner Kitty Fouche Commissioner Grant Dasher Commissioner Tom Widmer
Board members absent:	None
Town staff present:	Savannah Parrish, Town Manager Angie Murphy, Town Clerk Brandon Freeman, Town Attorney

Approximately eight members of the public were present. Mayor Tim Helms called the meeting to order at 6:30 p.m. and led the group in a moment of silence.

Agenda Approval

Commissioner Kitty Fouche moved to adopt the agenda as presented. Commissioner Jane Alexander seconded, and the motion carried 5/0.

Public Forum

Dr. Mary Standaert of 118 Shenandoah Terrace stated that after traveling, as she did recently, it was nice to travel back through the gate of Montreat to one of the most beautiful places in the world. Dr. Standaert asked for an update on the cell tower issue that was discussed a few months ago. Commissioner Grant Dasher advised that while he had nothing to report at this time, he thought it would a great time for the Town's legal counsel to investigate the Town's options regarding the cell tower. Mayor Helms advised that the original agreement with the cell tower company was that they could install the tower, but it had to stay aesthetically pleasing to the community. Mayor Helms also stated that the maintenance of the tower was not what was agreed upon at installation. Dr. Standaert stated that while the Town had to agree to allow the cell tower to be built, they were able to put restrictions on the aesthetics. Ms. Parrish advised that in 2022 a colocation permit was issued, without conditions, to SBA Network Services, LLC. and it has been a struggle to obtain a contact person within the LLC. Dr. Standaert then asked if the $15 sanitation fee was still in the proposed budget. She went on to ask if the fee was one-time only and what the fee would go towards. Mayor Helms advised that it would be a monthly fee. Ms. Parrish advised that it would cover the salary of sanitation employee Drew Brown, convenience center upgrades, and Buncombe County tipping fees. Dr. Standaert stated that using a fee to cover personnel costs would be better be served as a tax increase.

There being no other questions or comments, Mayor Helms called for a motion to adjourn the meeting.

Adjournment

Commissioner Tom Widmer moved to adjourn the meeting. Mayor Pro Tem Mason Blake seconded, and the motion carried 5/0. The meeting was adjourned at 6:48 p.m.

_____ _____

Tim Helms, Mayor Angie Murphy, Town Clerk

Town of Montreat
Board of Commissioners
Meeting Minutes
June 13, 2024 – 7:00 p.m.
Town Hall

Board members present:	Mayor Tim Helms Mayor Pro Tem Mason Blake Commissioner Kitty Fouche Commissioner Jane Alexander Commissioner Grant Dasher Commissioner Tom Widmer
Board members absent:	None
Town staff present:	Savannah Parrish, Town Manager Angie Murphy, Town Clerk Brandon Freeman, Town Attorney

Approximately nine members of the public were present at Town Hall and several more were watching via Zoom. Mayor Tim Helms called the meeting to order at 7:00 p.m. and led the group in the pledge of allegiance and a moment of silence.

Agenda Adoption

Commissioner Kitty Fouche moved to adopt the agenda as presented. Commissioner Jane Alexander seconded, and the motion carried 5/0.

Mayor's Communications

Mayor Tim Helms commented that it was always so nice to come through the gate into Montreat. Mayor Helms stated that we are blessed to be living in one of the best places in the world.

Meeting Minutes Adoption

- May 9th Public Forum Meeting Minutes
- May 9th Town Council Meeting Minutes
- May 10th Special Meeting Minutes Budget Workshop

Town Manager's Communications

Town Manager Savannah Parrish mentioned that the Town would like to thank the Community Foundation of Western North Carolina for providing the Pigeon River Grant in the amount of roughly $34,000 for Flat Creek Crossing. Ms. Parrish advised that members of Landcare have been

working hard pursuing grant opportunities to help fund the accessible trail project.

Administrative Reports

- Administration – This report was given in written format.
- Finance – This report was given in written format.
- Planning & Zoning – This report was given in written format.
- Police – This report was given in written format.
- Public Works and Water – This report was given in written format.
- Sanitation – This report was given in written format.
- Streets – This report was given in written format.
- May Building Permits – This report was given in written format.

Public Comment

Dr. Mary Standaert of 118 Shenandoah Terrace thanked Town Staff for their thoroughness in sending out certified letters to notify residents and neighbors of upcoming hearings of the Board of Adjustment.

Old Business

There was no old business at this time.

New Business

A. FY 24-25 Budget Public Hearing: Mayor Pro Tem Mason Blake moved to open the Public Hearing. Commissioner Kitty Fouche seconded, and the motion carried 5/0.

Ms. Parrish took a moment to discuss a few highlights of the proposed FY 24-25 Budget. The General Fund budget totals $2,232,905 which is a +9.96% increase from the current year. The ad valorem tax rate in the proposed budget remains at 43 cents per $100 valuation. The FY 24-25 Budget does include a fund balance appropriation of $150,000, to complete the Texas Road Pedestrian Bridge Project. Highlights of the accomplished goals in the budget include:

- Allocated funding for the purchase of 75% of family health care costs
- Allocated funding for Convenience Center upgrades
- Allocated funding for the purchase of final replacement water meters
- 3% COLA increase for staff
- Up to 3% merit raise for staff dependent on performance reviews

Ms. Parrish advised that the Water Fund revenues total $423,744 with water access fees increasing from $14.55 to $15.55. The Water Fund will also reimburse the General Fund for shared expenses this year through indirect cost allocation of 5.25%.

Mayor Pro Tem Blake advised that the $150,000 Fund Balance appropriation next fiscal year is the $150,000 from this year that was set aside for the Texas Road Pedestrian Bridge Project and never spent.

Commissioner Fouche asked if the $15 a month sanitation charge could be reevaluated next year. Ms. Parrish said that it would be reevaluated to ascertain that it is doing what it needs to do, and it is still the right amount needed. Ms. Parrish advised that the Convenience Center upgrades total just over $21,000, the entirety of Drew Brown's salary in the sanitation department, and the entirety of the year's tipping fees will be covered by the revenue earned from the monthly sanitation charges.

Letta Jean Taylor of 376 Oklahoma Road thanked Ms. Parrish for all her hard work on the budget preparation. Mrs. Taylor commended the Public Works Department for their hard work and in saving the Town money by completing so many tasks in-house. Mrs. Taylor specifically mentioned the purchase of the paint striping machine and the work on Texas Road. Mrs. Taylor also thanked the Council for the staff compensation efforts in the proposed budget.

Dr. Mary Standaert of 118 Shenandoah Terrace stated that she was not comfortable with the Town raising the money it needs by a fee. Dr. Standaert would rather see this increase in her taxes or implement cuts, so no increase is needed at all. Dr. Standaert also suggested to Council that they consider less expensive plans for the Texas Road Pedestrian Bridge.

Commissioner Jane Alexander moved to close the Public Hearing. Commissioner Tom Widmer seconded, and the motion carried 5/0.

B. <u>FY 24-25 Budget Adoption:</u> Ms. Parrish took a moment to thank Finance Officer Rachel Eddings for her hard work on the budget throughout the entire budget process.

Commissioner Tom Widmer moved to adopt the FY 24-25 Budget upon verification of several numbers that were discussed. Commissioner Kitty Fouche seconded the motion. Mayor Pro Tem Mason Blake asked the Town's legal counsel if the budget could be adopted with stipulations. Town Attorney Brandon Freeman advised that Town Staff could make necessary adjustments to the budget after its adoption and present to Town Council for amendment when needed. Mayor Helms called for the vote. The motion failed 0/5. Commissioner Tom Widmer moved to adopt without revisions the FY 24-25 budget. Commissioner Kitty Fouche seconded, and the motion carried 5/0.

C. FY 24-25 Budget Ordinance: Ms. Parrish stated that by adopting the budget ordinance it would formally put the budget into place via ordinance. Commissioner Jane Alexander moved to approve the FY 24-25 Budget Ordinance. Mayor Pro Tem Mason Blake seconded, and the motion carried 5/0.

D. Budget Amendment #1: Ms. Parrish advised this amendment would account for overages in the contract rental fees line item for dumpster service. Commissioner Kitty Fouce moved to approve Budget Amendment #1 to cover costs over budgeted amounts for FY23-24 for Sanitation Department (Contract Services – Dumpster Services). Commissioner Tom Widmer seconded, and the motion carried 5/0.

E. Loan Documents for Texas Road Pedestrian Bridge Project: Ms. Parrish stated that with the appropriation from Fund Balance the amount needed to be borrowed was now only $100,000. Ms. Parrish stated that the loan terms and amortization schedule in the agenda packet would need to be updated to reflect only $100,000 borrowed. The terms of the loan, however, will remain the same: 36 months and 6.18% interest. Commissioner Tom Widmer asked Ms. Parrish to request a lower interest rate since the amount borrowed will be lower. Ms. Parrish also advised that the Town would not enter into a contract with the bank for this loan until a final contract was in place with the engineers to do the actual work on the bridge project. Ms. Parrish stated this item was to let the bank know that the Town does intend to move forward with the loan. Mayor Pro Tem Mason Blake moved to direct the Town Manager to negotiate a loan with First Bank in accordance with the Proposal for Credit Facility dated June 3, 2024, subject to Town Board of Commissioners approval of the final terms and documentation for the loan. Commissioner Grant Dasher seconded, and the motion carried 5/0.

Public Comment

Dr. Mary Standaert of 118 Shenandoah Terrace stated that it appeared Montreat was generating a lot of trash. Dr. Standaert also stated that the community was generally environmentally sensitive so perhaps there needs to be some public education on the amount of trash generated and how to reduce personal sanitation waste.

Letta Jean Taylor of 376 Oklahoma Road congratulated Montreat for completing their financial audit on time. Mrs. Taylor also congratulated Finance Officer Rachel Eddings who recently was awarded a $25,000 scholarship to further her education. Mrs. Taylor suggested that the Council start thinking now about what they intend to put towards infrastructure next year.

Commissioner Communications

Mayor Pro Tem Mason Blake advised that the Council needs to look at the fee schedule especially with regards to development fees.

Town Manager Savannah Parrish reminded everyone that the July Town Council meeting will start at the new time of 6:00 p.m. The Public Forum will start at 5:30 p.m.

Commissioner Kitty Fouche again expressed her thoughts about the Montreat Steward signs and red bows scattered around town and again made a plea for them to be taken down.

Commissioner Tom Widmer requested that a bear proof trash can be placed near the picnic tables on Texas Road. Commissioner Widmer also asked for additional dog waste containers to be placed near Howerton Hall and Texas Road

Dates to Remember

- Tree Board, Tuesday June 25th at 9:30 a.m. in Town Hall with Zoom options
- Board of Adjustment, No June Regular Meeting
- Landcare, Wednesday July 3rd at 9:00 a.m. in Town Hall with Zoom Options
- Town Hall Closed, Thursday July 4th in observance of the 4th of July Holiday
- Hillside Development Ordinance Subcommittee, July 11th at 9:00 a.m. in Town Hall
- Planning & Zoning Commission, Thursday July 18th at 10:30 a.m. in Town Hall with Zoom options
- Tree Board, Tuesday July 23rd at 9:30 a.m. in Town Hall with Zoom options

Adjournment

Commissioner Jane Alexander moved to adjourn the meeting. Commissioner Kitty Fouche seconded, and the motion carried 5/0. The meeting was adjourned at 7:45 p.m.

_____ _____

Tim Helms, Mayor Angie Murphy, Town Clerk

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

ADMINISTRATIVE REPORTS:
ADMINISTRATION

Town Administration report for the month of June 2024

Monthly Statistics	2023	2024
Public Meetings	9	5
Inter-Organizational /Intergovernmental Meetings	0	0
Agendas Prepared	8	3
Minutes Transcribed	1	3
Resolutions Drafted	0	0
Public Records Requests Processed	5	4
Water Bills Processed and Mailed	681	686
Water Bills Processed and Emailed	NA	11
Leak Adjustments	0	TBD
New Water Accounts Established	2	0
Professional Development Hours	5	TBD
Sunshine List Messages		10
Website Posts	15	10
Social Media Posts	5	10
Workers Compensation Claims	0	0

Upcoming Events and Schedule Changes

Comments
N/A

Staff Communications
0

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

ADMINISTRATIVE REPORTS:
BUILDINGS AND INSPECTIONS

Buildings and Inspections report for the month of June 2024

Monthly Statistics

	2023	2024
Building Permits Issued	6	12
Pending Building Permits	0	0
Building Inspections Performed	31	20
Stop Work Orders Issued	0	0
Defective Building Posted	0	0
Denied Building Permits	0	0
Fire Inspections Performed	0	0
Fire Re-Inspections Performed	0	0
Fire Permits Issued	0	0

Comments

Staff Communications

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

ADMINISTRATIVE REPORTS:
STREETS

Streets Department report for the month of June 2024

Monthly Statistics	2023	2024
Miles of Road Maintained	15.46	15.46
Miles of New Road Constructed	0	0
Public Trees Removed	0	2
Sand Applied to Roads (tons)	0	0
Ice Melt Applied to Roads (pounds)	0	0
Monthly Fuel Costs	322.64	$294.70
Road Closures	0	3

Comments

0

TOWN OF MONTREAT
NORTH CAROLINA

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

ADMINISTRATIVE REPORTS:
POLICE DEPARTMENT

Police Department report for the month of June 2024

Monthly Statistics	2023	2024
Mileage	2,261	1,801
Dispatched Calls	44	0
Officer-Initiated Calls	642	0
Fire Assistance Calls	2	0
EMS Assistance Calls	0	0
Motorist/Other Assistance Calls	32	0
Traffic Stops	29	22
Parking Issues	2	0
Burglar Alarm Responses	0	0
Residential/Building Checks	524	2
Ordinance Violations	2	1
Law Enforcement Agency Assistance Calls	13	?
Animal Control Calls	9	3
Breaking & Entering Calls	1	?
Suspicious Person Investigations	10	1
Suspicious Vehicle Investigations	11	1
Disturbance Calls	9	4
Accident Responses	1	1
Auxiliary Hours Worked (Regular)	48	?
Auxiliary Hours Worked (Addittional)	8	?
Truck Turns at Gate	5	?
MPD Fuel Cost	$ -	?
Professional Development Hours	24	0
Town Service	571	?
MRA Service	249	?
College Service	2	?

Comments
A reminder,

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

ADMINISTRATIVE REPORTS:
WATER AND PUBLIC WORKS

Water and Public Works report for the month of June 2024

Monthly Statistics	2023	2024
Calls for Service	64	52
Water Leaks Repaired	0	2
New Water Lines Installed	0	0
Water Meters Read	674	674
Water Meter Replacements	0	25
Gallons of Water Produced	3811498	3,671,294
Monthly Fuel Costs	$526.67	487
Hours Pumped (11 wells combined)	2194	2,075

Comments
0

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

ADMINISTRATIVE REPORTS:
SANITATION

Sanitation Department report for the month of June 2024

Monthly Statistics	2023	2024
Tons of Curbside Trash Collected	29.5	33.9
Pay-As-You-Throw Trash Bags Collected	N/A	N/A
Tons of Curbside Recycling Collected	5.84	5.55
Pay-As-You-Throw Recycling Bags Collected	N/A	N/A
Cardboard Recycling Collected	0.82	N/A
Unique Curbside Sanitation Stops	2170	1,850
Bagged Leave Pickup	239	171
Brush Pickup (cubic yards)	7 Loads	4 Loads
Hauling Fees	3865.9	$4,181.90
Dumpster Rental Fees	406.26	$176.68
Sanitation Fuel	300.27	$ 208.95

No

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

ADMINISTRATIVE REPORTS:
ZONING ADMINISTRATION

Zonning Administration report for the month of May 2024

Monthly Statistics	2023	2024
Approved Zoning Permits	1	0
Denied Zoning Permits	0	0
Pending Zoning Permits	0	4
Variance/Interpretation Granted	1	0
Conditional Use Permits Granted	0	0
Permit Extensions Granted	0	0
Sign Permits Issued	0	0
Notices of Violation	0	0

Comments
0

June Permit Information

Permit Number	Date	Name	Property Address	Permit Type	Project	Zoning Approval	Cost	PIN	CONTRACTORS	Fee Amount	Fee Paid
6011	6/4/2024	Nancy Clark Trust	558 Providence	bldg	residential reno	no	$ 60,000		BM Handyman	$ 570	y
6012	6/7/2024	Dowd Montreat, LLC	325 NC Terrace	bldg	residential reno	yes	$ 1,800,000		Brock Builders	$ 11,670	y
6013	6/13/2024	Brad Hestir	192 Mississippi Rd	electrical	ev charging system	no			Bluegrass Elextrical	$ 100	y
6014	6/13/2024	Peter & Marti Hazelrigg	365 Arkansas Trail	bldg	residential repairs	no	$ 188,000		Sineath Construction	$ 1,348	Y
6015	6/14/2024	Jennifer Gahan	202 Tennessee Road	electrical	elect serv change	no			John C Hall Electric	$ 100	Y
6016	6/19/2024	Dave Keck	162 Virginia Road	elec/mech	mini-splits 2	no			Gentry Service Group	$ 100	Y
6017	6/25/2024	William & Janet Kaneft	120 Virginia Rd	bldg	resi remod/addition	yes	$ 406,647		Balsam Built	$ 3,110	Y
6018	6/25/2024	Melanie Porter	775 Foreman Siding Rd	plumbing	new water line	no			Barlow Plumbing	$ 100	Y
6019	6/26/2024	Michael Salmon	203 St Andrews PL	electrical	baseboard heaters	no			Carolina Elec Tech	$ 200	Y
6020	6/27/2024	SBA	400 SC Terrace	bldg	generator	yes	$ 23,000		Charles Newman	$ 400	Y
6021	6/28/2024	Bill Kaneft	120 Virginia Rd	demo	partial demo	yes			Nicholas Swann	$ 100	Y
6022	6/28/2024	Ted Stump	110 Mississippi Rd	elect/mech	3 ton hpco	no			Gentry Service Group	$ 100	Y

January 26, 2024

PROPOSAL FOR SERVICES – EXHIBIT A

SUBMITTED TO: Barry Creasman
Town of Montreat
P.O. Box 423 Montreat, NC 28757

SUBMITTED FOR: Civil Design Services for Texas Rd. Pedestrian Bridge
Asheville, North Carolina Project # TBD

I SCOPE OF SERVICES:

Thank you for allowing us to provide you this proposal with anticipated services and projected fees for the Texas Rd. Pedestrian Bridge project. The following is an anticipated Scope of Services detailing services anticipated by Civil Design Concepts, P.A., and its consultants.

Information provided in this Scope of Services is based on our experience with past projects and our understanding of this project based on the information we have been provided to date.

A. Preliminary Feasibility / Analysis:

1. Attend project kick-off meeting with Owner and Design Team.
2. Coordinate available information and determine needs for additional information necessary to obtain approvals for the project.
3. Identify any improvements that may be necessary to accommodate future bridge.
4. Develop Base Maps from Boundary and Topographic Survey provided in digital AutoCAD format from as-built survey information provided by registered surveyor hired by owner.
5. Develop conceptual layout of existing and proposed road configurations, and proposed pedestrian bridge.
6. Develop quantity take off and preliminary cost estimate for site work.
7. Attend meeting with client. Develop timeline and strategy for proceeding to the next stage of construction documents.

B. Construction Documents: (This section indicates each of the permits that will be applied for and final plans to be issued).

1. **Site / Staking Plan**

   Refine existing site plan to incorporate changes requested by owner and comments received from any applicable TRC or planning staff review.

2. **Grading / Erosion Control / Storm Drainage Design**
    a. Design grading plan to accommodate requirements of the authority having jurisdiction (AHJ). Plan will include erosion control and storm drainage layout.
    b. Submittal of Grading, Erosion Control and Storm Water Management Plan with supporting design calculations to the AHJ to secure Grading/ Erosion Control Permit and Storm Water Discharge Permit.
    c. Storm Water Collection System Plan/Design to accommodate approved site plan in accordance with the AHJ's Storm Water Management Standards (assumes a connection point is available directly at the site and that no off-site improvement or pump system is necessary).
    d. Design of Storm Water Detention System including underground piping storage system with an appropriately sized outlet control structure. Design shall include details and necessary calculations to be submitted to the AHJ for approval and issuance of a Storm Water Discharge Permit.
3. **Corps of Engineers Permit**
    a. Make submittal to US Army Corps of Engineers for the appropriate Nationwide Permit for proposed stream and wetland impacts. Civil Design Concepts permitting will be limited to those impacts and must remain within the boundaries of what is allowed under nationwide permitting. Impacts in excess of this or any individual permitting is outside of this scope.
4. **Foundation Design**
    a. Through a qualified structural sub-consultant, prepare a suitable foundation design for the chosen pre-fabricated pedestrian bridge.

C. Contract Administration Services:

1. **Bidding/Contract Execution**
    a. Submit bid documents to the Owner for approval prior to bidding the project and incorporate any identified revisions accordingly.
    b. Prepare a final engineer's construction cost estimate.
    c. Prepare Bid Documents and Contract Documents necessary to complete the bidding process.
    d. Coordinate contract review and approval by Owner's attorney, as required, and coordinate bid advertisement.
    e. Coordinate and conduct Pre-bid meeting.
    f. Address questions from bidders and issue any required addenda to plan holders during bidding process.
    g. Conduct bid opening at the time & location specified.
    h. Review bids for accuracy, prepare certified bid tabulation, confirm bidders' qualifications and licensing, and make recommendation of award to the Owner.

i. Assist in assuring contract documents are completed and executed completely including bonding and insurance requirements.

j. Assist in execution of Contract and issuance of Notice to Proceed.

2. **Administering Contract through Project Completion.**

a. Review Applications for payment for concurrence with approved schedule of values and make recommendation to approve or deny.

b. If change order requests are made, review for legitimacy and accuracy and make recommendation to owner to deny or approve.

c. Upon Project completion assist owner in finalizing contract (Once all punch list items are completed) and releasing retainage along with securing final lien waivers.

D. <u>Construction Observation</u>:

The following is a list of construction observation services, which will be provided as required and on an as needed basis.

1. Attend construction meetings as requested including required pre-construction, monthly and other meetings. Estimated number of meetings: one (1)
2. Review shop drawings and other submittals for compliance with approved plans.
3. Periodic Inspections to determine general compliance of the work with the plans and specifications, which inspection and/or approval shall not constitute a guarantee that the work complies with the plans and specifications and will not relieve the contractor of its primary obligation to adhere to the plans and specifications. Engineer shall have no obligation as to Contractor's means or methods or compliance with OSHA or other health and safety regulations. Estimated number of visits: six (6).
4. Attendance at one final inspection for each utility (water, sewer, and storm water detention) to determine that the items have been installed in general conformance with the plans and specifications to prepare for final agency inspection. Estimated number of visits: one (1).

E. <u>Topographic, Location and Boundary Survey</u>: (sub-consultant)

1. Prepare a property boundary and location / topographic survey of the proposed development area (approximately .5 acres) suitable for site design purposes.
2. Elevation certificates, ALTA surveys, subdivisions and as-builts are not included in this scope of services but can be provided at an additional cost upon request.

F. <u>Geotechnical Exploration / Analysis / Soil Borings</u>:

1. Through a qualified sub-consultant, provide subsurface exploration consisting of four (4) super sonic soil borings to variable depths across the subject site. The geotechnical report shall include insight to the existing soil parameters of the area along with preliminary foundation recommendations, grading considerations and other geotechnical guidance to be considered during the design of the proposed site improvements.

II CLIENT RESPONSIBILITIES:

The Client shall provide Civil Design Concepts, P.A., with base site information in AutoCAD format, building plans, program descriptions, budget or other information as may be required to complete the work, or shall agree to reimburse Civil Design Concepts, P.A. for the cost of obtaining the information required. The Client shall hold harmless and indemnify Civil Design Concepts, P.A. against injury loss or damage arising out of the negligent acts, errors or omissions arising from information supplied by others.

Further, the Client shall identify and designate one individual to act on behalf of the Client for reviews and approvals. The Client shall identify any special definitions or conditions required for invoicing for services rendered.

III ADDITIONAL SERVICES:

All additional work requested by the Owner will be billed on an hourly basis or a negotiated lump sum fee. Extra work will include, but not be limited to:

1. Multiple phases of construction. (This proposal assumes single-phase construction.)
2. Design of off-site utility extensions necessary to serve the project other than described.
3. Change in scope of services as defined within this proposal.
4. Corps of Engineers / Environmental permitting.
5. Changes required due to contractor error.
6. Design modifications requested by Owner after submittals.
7. Design changes due to error in base survey information.
8. Flood study/ Permitting Services.
9. No structural designs included.
10. No geotechnical investigation or designs included.
11. Please note that this scope assumes that we will be provided adequate base information to develop design documents and required footprint information, which includes but is not limited to:
    a. Topographic data in two-foot intervals provided by professional land surveyor.
    b. Finalized footprints from the architect including accessible entrance, routes, etc.
    c. Other information determined to be necessary to complete this project's requirements.
12. Water feature, mechanical or structural engineering design; fees will be negotiated as necessary.
13. Coordination and/or design documentation for any exterior lighting.
14. Site retaining wall permitting or any other structural designs.
15. Traffic Studies, Traffic Impact Analyses, or any required off-site roadway improvements
16. Preliminary Geotechnical / Soils Evaluations or any Construction Materials Testing during construction
17. Dry Utility Coordination for power, phone, cable, gas or other related items
18. Topographic, location, property, subdivision, construction layout or other survey services
19. Easement acquisition assistance for any off-site easements that may be required.
20. Private utility location or coordination for any utilities that are not publicly owned.
21. Wetland delineation, stream identification or jurisdictional determinations as may be required for permitting through the US Army Corps of Engineers.

IV SCHEDULE

Upon acceptance of this proposal Civil Design Concepts, P.A. will work with client to establish a project schedule.

V COST FOR SERVICES

Fees for the above scope of services are as follows:

A.	**Preliminary Feasibility/Analysis:**	**$ 4,500**
B.	**Construction Documents:**	**$ 34,500**
C.	**Contract Administration:**	**Hourly**
D.	**Construction Observation:**	**Hourly**
E.	**Topographic, Location and Boundary Survey:**	**$ 7,500**
F.	**Geotechnical Exploration / Analysis / Soil Borings & Phase 1 ESA:**	**$ 9,500**

Actual costs at hourly rates of Civil Design Concepts, P.A. personnel assigned to project as follows:

Principal Engineer	$240/hour
Project Manager	$175/hour
Senior Project Engineer	$140/hour
Associate Project Engineer	$110/hour
Construction Administrator	$100/hour
Senior Civil Engineer Technician	$100/hour
Civil Engineer Technician	$ 90/hour
Construction Inspector	$ 85/hour
Office Administrator	$ 60/hour

Any work in addition to that outlined in the Scope of Services listed above will be billed on an hourly basis according to the rate schedule shown or a negotiated lump sum fee. Additional Services will only be performed under written authorization from the client. These rates are valid through December 31, 2023, at which time the client will be notified in writing of any rate changes.

Reimbursable expenses are not included in the cost of services. Reimbursable expenses shall include the following: postage and travel at the current IRS rate for business, meals, and other incidental expenses shall be a direct charge per receipt.

Printing and reproduction of plans and specifications will be billed at a 1.1 multiplier of cost.

Payment for services rendered shall be made monthly, due within ten days of the receipt of invoice, for all work completed through the last pay period in the preceding month or according to a schedule provided by the Client. Any invoice outstanding for more than 30 days after receipt will be subject to an interest charge of 1-1/2% per month.

VI PROPOSAL DURATION

This proposal shall be valid for thirty- (30) days. Upon acceptance, it shall become an agreement between the Client and Civil Design Concepts, P.A.

VII ADDITIONAL TERMS AND CONDITIONS

Included is a copy of our Consulting Services Agreement and this Proposal for Services. If the terms of the Agreement and the Proposal are acceptable, please execute the agreement and return to our office.

When executed this Agreement may be terminated for convenience within 30 days of written notice by Civil Design Concepts, P.A. or Town of Montreat, or if either party fails substantially to perform through no fault of the other and does not commence correction of such non-performance within 15 days of written notice and diligently complete the correction thereafter. In the event of termination, Civil Design Concepts, P.A. shall be paid for all authorized services performed and reimbursable expenses incurred to the date of notification. Any expenses incurred by Civil Design Concepts, P.A. due to termination of project by Client shall be paid by Client.

CONSULTING SERVICES AGREEMENT

This contract entered into January 26, 2024 by & between Town of Montreat, hereinafter called the Client, & Civil Design Concepts, P.A.; Witnesseth that:
Whereas the Client desires to engage Civil Design Concepts (sometimes referred to as "CDC") to provide consulting services; and,
Whereas the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and,
Whereas Civil Design Concepts desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

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

1. Scope of Services: Civil Design Concepts shall provide the services attached hereto in the Exhibit A "Proposal for Services", dated January 26, 2024 to this Agreement, hereinafter called services. Additional services will be invoiced in accordance with the attached rate and fee schedule.

2. Standard of Care: Civil Design Concepts will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered. CDC shall have the right to rely on any and all information furnished by Client without any requirement to verify same.

3. Authorization to Proceed: Execution of this Consulting Services Agreement will be considered authorization for Civil Design Concepts to proceed unless otherwise provided for in this Agreement or as otherwise modified by the attached project schedule.

4. Changes in Scope: The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect Civil Design Concepts cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement. Any additional services resulting from a change in scope of services will be pre-approved by the client.

5. Compensation: The Client shall pay the compensation to Civil Design Concepts set forth in the Exhibit "A", Section V. "Cost for Services", as described in the proposal attached hereto. Unless otherwise provided in the Cost for Services, Civil Design Concepts shall submit invoices to the Client monthly (by the 15th day of the month) for work accomplished under this agreement and the Client agrees to make payment to Civil Design Concepts within thirty (30) days of receipt of the invoices. Client further agrees to pay interest on all accounts invoiced and not paid or objected to for a valid cause in writing within said time period at a rate of 1-1/2 percent per month (18 percent per annum), until paid. Client agrees to pay Civil Design Concepts' cost of collection of the amounts due and unpaid after sixty (60) days, including but not limited to, court costs and attorney's fees. Civil Design Concepts shall not be bound by any provision such as contained in a purchase order or wherein Civil Design Concepts waives any rights to a mechanic's lien or any provision conditioning Civil Design Concepts' right to receive payment for its work upon payment to the Client by any third party. These general conditions are notice, where required, that Civil Design Concepts shall file a lien whenever necessary to collect past due amounts. The Client agrees that failure to make payment in full within thirty (30) days or raise any specific objection to the services rendered or charge therefore shall constitute a waiver of any such objection or claim as to any issue Client may have and the failure to make payment or raise any objection as herein required shall bar any claim against CDC in tort or contract. It is also mutually agreed that should the Client fail to make prompt payments as described herein, Civil Design Concepts reserves the right to immediately stop all work under this agreement until all accounts are brought current or terminate this agreement, in the sole discretion of CDC.

6. Personnel: Civil Design Concepts represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted services; Civil Design Concepts may employ those services at their discretion.

7. Opinions or Estimates of Cost: Any costs estimates provided by Civil Design Concepts shall be considered opinions of probable costs. These along with project economic evaluations provided by Civil Design Concepts will be on a basis of experience and judgment, but, since Civil Design Concepts has no control over market conditions or bidding procedures, Civil Design Concepts cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions. Based thereon, Client waives any and all claims against CDC which arise out of any opinion of probable construction cost provided.

8. Termination: This Agreement may be terminated for convenience by either the Client or Civil Design Concepts with 15 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, Civil Design Concepts will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

9. Limitation of Liability: **Civil Design Concepts liability for Client's damages will, in aggregate, not exceed $1,000,000 for the Scope of Services referenced herein. This provision takes precedence over any conflicting provision of this Agreement, or any documents incorporated into it or referenced by it. This limitation of liability will apply whether Civil Design Concepts liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include Civil Design Concepts' directors, officers, employees, and subcontractors. Limits of liability may be increased upon request by Client for additional fees paid.**

10. Assignability: This agreement shall not be assigned or otherwise transferred by either Civil Design Concepts or the Client without the prior written consent of the other. Assignability of this contract will not unreasonably be withheld.

11. Severability: The provisions of this Consulting Services Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

12. Ownership of Documents: CDC shall retain all ownership and common law property rights in all documents, calculations, drawings, maps (together the "Documents"). Upon full and final payment to CDC pursuant to this contract, CDC will grant a one-time, nonexclusive license in the Documents for Client's use on this Project/ Client agrees that the deliverables are intended for the exclusive use and benefit of and may be relied upon for this project only by the Client and will not be used otherwise. In the event Client fails to pay all sums when due, CDC reserves the right to withdraw its Documents from any governmental agency to which same have been submitted for the purpose of obtaining approvals or permits and Client acknowledges that it shall have no right to make any use of the Documents whatsoever unless payments are made to CDC in accordance with this Agreement. Client agrees that CDC shall have the right to obtain an injunction to restrain such use if at any time Client fails to make payments to CDC.

13. Excusable Delay: If performance of service is affected by causes beyond Civil Design Concepts control, project schedule and compensation shall be equitably adjusted.

14. Indemnification: Client agrees to indemnify, defend and hold Civil Design Concepts, its agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against Civil Design Concepts which arise in whole or in part out of the failure by the Client to promptly and completely perform its obligations under this agreement, and as assigned in the Exhibit A, or from the inaccuracy or incompleteness of information supplied by the Client and reasonably relied upon by Civil Design Concepts in performing its duties or for unauthorized use of the deliverables generated by Civil Design Concepts.

15. Choice of Law: This Agreement shall be governed by the internal laws of the State of North Carolina.

16. Entire Agreement: This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

17. Attachments to this document: Exhibit A, "Proposal for Services"

Client: Town of Montreat

Client Authorized Signature: _____
Print Name: Barry Creasman
Address: P.O. Box 423 Montreat, NC 28757

Signature: _____

Name: Jesse Gardner, P.E.

Civil Design Concepts, P.A.

168 Patton Avenue	**52 Walnut Street – Suite 9**
Asheville, NC 28801	**Waynesville, NC 28786**

FIRST BANK

June 3, 2024

Town of Montreat
96 Rainbow Ter
Black Mountain, NC 28711

Thank you for allowing First Bank the opportunity to submit a proposal for a credit facility to replace a bridge on Texas Rd. The terms of this non-binding proposal are as follows:

Borrower:	Town of Montreat
Guarantors:	N/A
Amount:	$200,000
Purpose:	Replace a bridge on Texas Road.
Type of Loan:	Commercial Term Loan
Interest Rate:	6.18% fixed (Tax Exempt)
Term:	36 Months
Repayment:	Monthly principal and interest payments based on a 3 year amortization.
Prepayment Penalty:	N/A
Loan Fee:	N/A
Collateral:	N/A
Covenants:	N/A.
Additional Requirements:	Town approval minutes and names and titles of signers
	Completed Certification of Tax Exempt Status of Organization. This will be completed once we have a scheduled closing date and the signers name(s) and titles
	The loan terms set forth on this Term Sheet are contingent upon the loan meeting all of the requirements for a bank qualified tax exempt loan under IRS Code Sections 103 and 265 and First Bank policies and procedures. Borrower agrees to take all necessary steps and obtain all approvals required by state and federal statues to obtain a bank

qualified tax-exempt loan from First Bank. Those steps include, but are not limited to: adequate publication of public notice, approval of the loan at a meeting of the Organization as well as a meeting of the sponsoring municipality, if applicable, and all necessary votes required to approve the loan. Borrower further agrees to file an IRS Form 8038G at the time of closing and annually thereafter for so long as the loan shall remain outstanding. Borrower acknowledges that First Bank has the authority, both prior to any loan closing as well as after closing, to re-price loans and collect any difference in interest or penalties accrued if the loan is ever deemed not to qualify for the bank qualified tax-exempt interest rate.

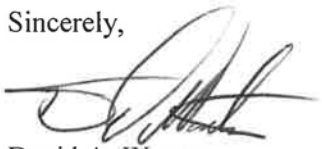
Financial Statements:	Borrower(s) shall furnish financial statements annually during the loan, if requested by First Bank, the Borrower(s) and Guarantor(s) shall provide interim financial statements.
Closing Costs:	N/A
Organizational Documents:	Copies of Borrower Organizational Documents certified by an authorized officer or representative and Certificates of Existences shall be furnished to First Bank prior to the loan closing.
Deposit Relationship:	As First Bank is a depository institution, Borrower agrees to maintain its primary operating account at First Bank.
Miscellaneous:	N/A
Assignment:	This proposal is issued to the borrower and cannot be assigned by the borrower without the written consent of First Bank.

This is a proposal, not a commitment. The commitment will be based on the Bank's review of the Borrower's and Guarantor's current financials and other supporting documents and obtaining final approval by the Bank. The proposed rate and terms are reliant upon borrower's prompt response to proceed with full underwriting. An extended borrower response timeframe could allow changes in market conditions and interest rate pricing.

Formal acknowledgement of proposed terms must be communicated within ten (10)business days. Subject to underwriting and approval, the rate and terms are offered for a transaction closing within 60 days .

Thank you again for allowing First Bank the opportunity to submit this proposal. If you have any questions, please feel free to call me at 828.250.7008.

Sincerely,



David A. Wooten
Vice-President
First Bank

AMORTIZATION SCHEDULE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$100,000.00	06-04-2024	06-04-2027		NONE	***		

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: TOWN OF MONTREAT
96 RAINBOW TER
BLACK MOUNTAIN, NC 28711

Lender: FIRST BANK
300 SW BROAD ST
SOUTHERN PINES, NC 28387

Disbursement Date: June 4, 2024
Interest Rate: 6.180

Repayment Schedule: Installment
Calculation Method: 365/360 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	07-04-2024	3,054.41	515.00	2,539.41	97,460.59
2	08-04-2024	3,054.41	518.65	2,535.76	94,924.83
3	09-04-2024	3,054.41	505.16	2,549.25	92,375.58
4	10-04-2024	3,054.41	475.73	2,578.68	89,796.90
5	11-04-2024	3,054.41	477.87	2,576.54	87,220.36
6	12-04-2024	3,054.41	449.18	2,605.23	84,615.13
2024 TOTALS:		**18,326.46**	**2,941.59**	**15,384.87**	
7	01-04-2025	3,054.41	450.29	2,604.12	82,011.01
8	02-04-2025	3,054.41	436.44	2,617.97	79,393.04
9	03-04-2025	3,054.41	381.62	2,672.79	76,720.25
10	04-04-2025	3,054.41	408.28	2,646.13	74,074.12
11	05-04-2025	3,054.41	381.48	2,672.93	71,401.19
12	06-04-2025	3,054.41	379.97	2,674.44	68,726.75
13	07-04-2025	3,054.41	353.94	2,700.47	66,026.28
14	08-04-2025	3,054.41	351.37	2,703.04	63,323.24
15	09-04-2025	3,054.41	336.99	2,717.42	60,605.82
16	10-04-2025	3,054.41	312.12	2,742.29	57,863.53
17	11-04-2025	3,054.41	307.93	2,746.48	55,117.05
18	12-04-2025	3,054.41	283.85	2,770.56	52,346.49
2025 TOTALS:		**36,652.92**	**4,384.28**	**32,268.64**	
19	01-04-2026	3,054.41	278.57	2,775.84	49,570.65
20	02-04-2026	3,054.41	263.80	2,790.61	46,780.04
21	03-04-2026	3,054.41	224.86	2,829.55	43,950.49
22	04-04-2026	3,054.41	233.89	2,820.52	41,129.97
23	05-04-2026	3,054.41	211.82	2,842.59	38,287.38
24	06-04-2026	3,054.41	203.75	2,850.66	35,436.72
25	07-04-2026	3,054.41	182.50	2,871.91	32,564.81
26	08-04-2026	3,054.41	173.30	2,881.11	29,683.70
27	09-04-2026	3,054.41	157.97	2,896.44	26,787.26
28	10-04-2026	3,054.41	137.95	2,916.46	23,870.80
29	11-04-2026	3,054.41	127.03	2,927.38	20,943.42
30	12-04-2026	3,054.41	107.86	2,946.55	17,996.87
2026 TOTALS:		**36,652.92**	**2,303.30**	**34,349.62**	
31	01-04-2027	3,054.41	95.77	2,958.64	15,038.23
32	02-04-2027	3,054.41	80.03	2,974.38	12,063.85
33	03-04-2027	3,054.41	57.99	2,996.42	9,067.43
34	04-04-2027	3,054.41	48.25	3,006.16	6,061.27
35	05-04-2027	3,054.41	31.22	3,023.19	3,038.08
36	06-04-2027	3,054.41	16.33	3,038.08	0.00
2027 TOTALS:		**18,326.46**	**329.59**	**17,996.87**	
TOTALS:		**109,958.76**	**9,958.76**	**100,000.00**	

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

LaserPro, Ver. 23.4.10.021 Copr. Finastra USA Corporation 1997, 2024. All Rights Reserved. - NC C:\CFI\LPL\AMORT.FC TR-156306 PR-10

SAMPLE

Adoption of a new section 12 to Article I of Chapter D which provides as follows:

12. Right-of-Way Abandonment. When considering any proposal to permanently close or abandon any street or public alley, the Board of Commissioners shall consider, among other relevant factors, any loss of trees, loss of tree canopy, loss of open space and other environmental impact the closure of the street or alley may have when determining whether or not the proposal is contrary to the public interest.