

**MINUTES**  
**BEECH MOUNTAIN TOWN COUNCIL**  
**Regular Meeting – July 12, 2016**

**I. CALL TO ORDER** – Mayor E. ‘Rick’ Miller called the regular meeting of the Beech Mountain Town Council to order at 4:02 p.m., Tuesday, July 12, 2016 in the Town Hall Council Chambers. Other Council Members present were Paul Piquet, Rick Owen, Wendel Sauer, and Renee Castiglione. Town Attorney Stacy C. Eggers, IV. was present. Staff members present included Town Manager Ed Evans; Town Clerk Jennifer Broderick, Finance Officer Steve Smith, Town Planner James Scott, Public Works Director Riley Hatch, Public Utilities Director Robert Heaton, Chief Water Treatment Plant Operator Daniel Davis, Police Chief Shawn Freeman, Police Captain Tim Barnett, Building Inspector John Merritt, Fire Chief Bob Pudney, and Director of Tourism and Economic Development Kate Gavenus.

**II. Invocation** – Dewey ‘Cyclone’ Brett presented the invocation.

**III. Pledge of Allegiance** – All present joined in the Pledge of Allegiance to the flag.

**IV. Adoption of Agenda** – Mayor Miller asked Council if there were any changes to the agenda. Hearing none Councilwoman Castiglione motioned to adopt the agenda. Councilman Sauer seconded, the motion carried unanimously.

**V. Consent Agenda** – Mayor Miller opened the floor for Council to take action on the consent agenda. Vice Mayor Piquet motioned to approve the consent agenda. Councilman Sauer seconded the motion, the vote passed unanimously. The Consent Agenda was approved as follows with Consent Agenda item ‘c’ attached as Exhibit A and Consent Agenda item ‘d’ attached as Exhibit B. Exhibit A and B are incorporated by reference as if fully set out within these minutes.

- a. June 14, 2016 – Regular Meeting, Reconvened June 29, 2016
- b. June 14, 2016 – Closed Session
- c. Annual Tax Settlement
- d. Interlocal Contract for Cooperative Purchasing with Houston-Galveston Area Council

**VI. Public Comment**

**Toby Vanderbilt** – Toby Vanderbilt, of 107 Brownstone Lane, stated that he has been a full time resident since 2009. Mr. Vanderbilt stated his many

thanks to the Police Department, town employees, and Council Members for their good work.

**Harriet Chamberlin** – Harriet Chamberlin, of 239 Upper Grouse Ridge, stated that the latest Beech Mountain Ear newsletter is full of good information of the on goings on Beech Mountain. Mrs. Chamberlin stated that Mr. Evans is guilty of looking after the employees and that as punishment he must stay here until he retires. Mrs. Chamberlin described the inclement weather and the tremendous level of service the Town employees provide. Staff received an ovation. Mrs. Chamberlin also recognized the Beech Mountain Volunteer Fire Department for their good work.

## **VII. New Business**

- a. Water Plant Replacement Project Update** – Dale Schepers, Construction Administrator for West Consultants, provided a contract summary update for the Water Plant Replacement Project. Mr. Schepers stated that as of July 12, 2016 the Town is 296 days into the 510 contract days, representing 58% of work completion. The contractors are scheduled to begin pouring concrete on July 26, 2016. Mr. Schepers reported to Council that work progress continues to be on schedule with the quality of work acceptable. The next construction progress meeting is scheduled for July 14, 2016 at 10:30 a.m. at the Buckeye Recreation Center.
  
- b. Additional Water Supply Proposal for Professional Services** – Manager Evans stated that the Town is going to need an additional water supply of some type. If this secondary water source is not acquired then the Town could be limited in the future with growth or use issues with only the current water supply. A ground water supply study had been conducted a few years ago. Mr. Evans stated that after review of the study he thought that the ground water options may be worth revisiting. Mr. Evans stated that Public Utilities Director Robert Heaton was of the same mindset. Manager Evans introduced Keith Webb, Vice President and Principal Engineer of McGill Associates to Council. Manager Evans informed Council that he had previously worked with Mr. Webb and that he invited Mr. Webb to review the ground water study and the intake study and present potential opportunities that may exist. Based on Mr. Webb's initial review of the material Mr. Webb has submitted a 'Water Supply Proposal for Professional Services' for Council to consider approving. Mayor Miller stated that the Town is still moving forward with the effort towards the Watauga River Water Intake Project. This option before Council is just another step in due diligence. Mr. Heaton stated that this gives the Town another layer to look at to make sure that the Town is going in the right direction. Mr. Heaton stated that the Town had a meeting some time later this week with the State

concerning the Watauga River Water Intake Project. Mr. Webb stated that McGill Associates has done a lot of ground water supply and surface water projects. It takes a great deal of time to get the permits and the paperwork processed for surface water. Mr. Webb stated that drilling and checking the groundwater supply provides another opportunity to find surface water. It may not replace the amount of water that the Town needs to realize the full capacity of growth that the Town desires but it may supply some of the water for these needs. Mr. Webb stated that McGill Associates has worked with McCall Brothers on many occasions when drilling test wells. The McCall Brothers have a hydrogeologist that they use to assist them. Mr. Webb stated that another step in this process of locating groundwater would be to approach the State concerning the wells being pumped into the Town's reservoir to be treated through the new Water Treatment Plant that is being built. This will be a cheaper alternative versus pumping the groundwater directly into the distribution system. Mr. Webb stated that the Town could put out a request for proposal for someone to drill the test well such as the McCall brothers. One of the questions that the regulators and environmental groups that are looking to protect long term water supplies will have answered, if the Town moves forward with test drilling, will be whether the Town performed its due diligence in exhausting other potential water sources. Councilwoman Castiglione asked how deep they typically drill. Mr. Webb stated 800' (feet) was as far as they recommend drilling. Typically there is a 6" (inch) test well, which can be reamed larger if there is a proven volume that the well can produce. The volume is tested through the blow test. Vice Mayor Piquet questioned the cost to do a well test. Mr. Webb stated that they are typically \$20,000 or less. Vice Mayor Piquet stated that when the last study was performed the company that performed the study stated that the probability of finding water was not good. Mr. Webb pointed out that sometimes getting property owners to work with the Town can be challenging when dealing with the well location. Councilman Sauer questioned where a potential second well would be drilled. Mr. Webb explained that the hydrogeologist look for fractures in the rock where veins of new rock formation are formed for potential drilling sites. Councilwoman Castiglione asked where the drill sites would potentially be located. Mr. Webb stated that the test wells would be done closer to the reservoir. Councilwoman Castiglione questioned whether or not, if water was found, others that already had a well located nearby could have their well dry up. Mr. Webb stated that measuring instruments could be put on wells in the area to ensure that this was not happening. Mr. Webb also cited a contract in Hot Springs that had a clause in it to prevent this from happening to property owners. Mr. Webb stated that the first step, should Council approve is to allow McGill to do their due diligence to check on various potential locations. If the Town thinks that they want to move forward then McGill will assist with putting a bid package together for drilling wells.

Mayor Miller stated that this alternative source water option is just another option and that the Town was still currently proceeding with the Watauga Intake Project. Mr. Heaton stated that the Town used some of the old Ski Beech well sites so that we did not have to drill. Attorney Eggers advised Council that since this proposal is under \$30,000 Council can waive the request for proposal process. Vice Mayor Piquet motioned to approve waiving the request for proposals process and approve the Additional Water Supply Proposal for Professional Services. Councilwoman Castiglione seconded the motion. Mayor Miller called the vote, the vote passed unanimously. The Proposal for Professional Services is attached as Exhibit C and incorporated by reference as if fully set out within these minutes.

- c. *Public Hearing Request to Amend the Town of Beech Mountain Tree Ordinance Regarding Removal of Debris*** – Town Planner James Scott stated that Council requested that staff and the Planning Board continue to look at this proposed ordinance that had been presented at Councils last regularly scheduled meeting. One of the concerns that Council had was that visibility is so nebulous here, especially during winter. Council stated that three areas needed to be addresses. First, a defined distance in the proposed language would be more desirable; the second concern had to do with tree cutting that was completed by utility companies, and the third concern dealt with existing debris. Councilwoman Castiglione stated that the reason why the Tree Board did not use distance as a measurement tool was because it was challenging to measure distances uphill and downhill equally. Councilwoman Castiglione stated that 178 Wild Daisy Lane is a good example of the issue with this type of measurement in the proposed ordinance, citing the felled tree in a meadow on this property. Councilwoman Castiglione stated that vision should be more important than distance. Mayor Miller asked if the Planning Board had heard this concern. Mr. Scott stated that this concern about measuring distance not being adequate was not brought up. Council had previously instructed Mr. Scott that there needed to be a measurable distance incorporated into the language. Mayor Miller recommended to Council that this piece of legislation go back to the Planning Board for further discussion on visibility versus measurement of distance. Vice Mayor Piquet questioned the ability to see debris and cut brush and limbs. Mr. Scott stated that the way this proposed language is written, yes, this change could be applicable to a fallen tree and debris. Vice Mayor Piquet stated that he was not in favor of like regulation for debris that is based solely on visibility and that distance would be a more practical measurement. Councilman Owen suggested the Planning Board and the Tree Board have a joint meeting and then come back after this conversation has occurred. Vice Mayor Piquet questioned whether or not this was necessary regulatory language that the Town needed to adopt. Councilwoman Castiglione stated that the nuisance

ordinance does not cover every situation on the mountain. Councilwoman Castiglione stated that individuals that are not in densely populated areas should be protected like those in more densely populated areas. Mayor Miller directed staff to schedule a joint meeting of the Planning Board and Tree Board to further review the issues with the proposed ordinance.

**d. *Public Hearing for Ordinance to Regulate Lighting within the Town of Beech Mountain*** – Town Planner James Scott stated that the Town does not have a lot of regulations that deal with lighting. Mr. Scott stated that this proposed ordinance would address issues where bright light was invasive on properties that the light had not been intended to illuminate. Light trespassing is the concept that this proposed language is conceptualized after. Mr. Scott stated that this language will cause new lighting to light the intended area and not surrounding areas. The lights will be required to have a shield to direct the light. This proposed language will not impact light fixtures that are already in place unless the light fixture is changed. Some fixtures however may be required to use shielding or the lowest wattage lighting available in certain special circumstances. The Commercial District, for example, will have rules that apply specifically to this type of district. The lights can shine on neighboring properties but cannot stretch all of the way down the road, traversing numerous properties. Due to health concerns the American Medical Association is recommending a maximum brightness for light bulbs of 3,000 kelvin. The proposed language in this ordinance mirrors the American Medical Association threshold recommendation. Vice Mayor Piquet motioned to schedule the public hearing for Council's next regular Council meeting. Councilman Sauer seconded the motion. Mayor Miller questioned whether Mountain Electric had been notified of the proposed ordinance. Mr. Scott stated yes, representatives from Mountain Electric had been present at one meeting. Mr. Scott stated that street lighting is exempt from this proposed ordinance. Mayor Miller called the vote, the vote passed unanimously.

### ***VIII. Town Manager and Staff Reports***

***Recognition of Daniel Davis*** – Manager Evans informed Council that Daniel Davis, Chief Water Treatment Plant Operator for the Town, has received his Grade A Surface Certification in Water. Manager Evans stated that Mr. Davis has received on the job training and education and that Mr. Davis is one of only 9% of individuals to take this test and pass. Mr. Davis is the second Grade A Surface Certification that the Town has had employed. Mr. Davis stated his thanks to Council for the training opportunities and thanks to the staff he worked with as well. Mr. Davis stated that it is the Water Departments hopes that they continue to not only meet the expectations of the community but that they exceed it.

***Michael Holland and The Bear Race*** – Manager Evans recognized Michael Holland as the first place winner of the 2016 Bear Race on Grandfather Mountain, who came in first place with a time under 30 minutes. Mr. Holland grew up on Beech Mountain and is son to Tim Holland and grandson of Vern Holland, each long time members of the community.

***Bids for Spruce Hollow to Parkway Tank Project*** – Manager Evans stated that bids have been advertised for the Spruce Hollow to Parkway Tank Project. The bids will be collected thru 2:00 p.m. Monday, July 18, 2016 and opened immediately after the cut off to receive time. The bid opening will take place at Town Hall in the Council Chamber Room.

***Veterans Recognition*** – Manager Evans stated that there will be a Veterans Recognition event held Saturday, August 13, 2016 at Buckeye Recreation Center. The event will either start at 2:00 or 3:00 p.m. The final time has not been determined. Manager Evans stated that Council will be asked to approve a proclamation recognizing the veterans on Beech Mountain who have served our country in one of our armed forces. The event will be open for citizens to attend. There will be light finger food and beverages.

***E-911*** – Manager Evans stated that staff received communication from E-911 that \$5,000 in the current budget needs to be moved from the Supplies and Materials budget line (65-410-3300) to the Repairs and Maintenance budget line (65-410-1600). Mr. Evans explained that E-911 wants to recognize toner as a material instead of a supply. Attorney Eggers stated that staff is able to make this change according to the approved Budget Ordinance, but must inform Council of the change.

***Storm on July 8, 2016*** – Manager Evans stated that he has received a lot of positive feedback concerning the Town's cleanup efforts post the storm that took place Friday, July 8, 2016. All of the trees have been cleaned up. During the storm a CodeRED message was sent out to individuals alerting them of water conservation efforts during the storm since the Town did not know how long the power could potentially be out.

***Flag Poles*** – Manager Evans stated that he had put in a capital project request for the Town to look at flag poles, electronic signage for Town Hall, and a replacement Town Hall sign through the Tourism Development Authority Board. The only request that Manager Evans is asking Council to consider this evening is the flag pole request. The Tourism Development Authority has provided the Town with \$3,500 to go towards three flag poles. The current Town Hall flag pole is too tall and the location receives too much inclement weather. The height and location causes the Town to constantly have to repair

the flag. Manager Evans requested Council's permission to order and put in three flag poles; one 25' (foot) pole and two 20' (foot) poles. Councilwoman Castiglione asked if planter boxes were being planned. Manager Evans stated that the planter boxes could be a future consideration and that a planter box would look nice. Vice Mayor Piquet stated that when the original flag pole had been put up the idea had been to have three flag poles. Council questioned the potential loss of parking spaces that Manager Evans had mentioned and requested that to see a visual layout of where the proposed site for the three flag poles would be located.

## ***IX. Town Council Comments***

***New Dumpsters*** – Councilwoman Castiglione questioned how the new dumpsters were doing at the Recycling Center. Public Works Director Riley Hatch stated that the new dumpsters are working good. The Town did bring out some of the older dumpsters for use during the 4<sup>th</sup> of July due to the volume of traffic on the mountain.

***Flashing Sign at Base of Mountain*** – Councilwoman Castiglione questioned who was putting the signage on the flashing sign at the base of the mountain. Public Works Director Riley Hatch stated that the Town owns the sign but that the North Carolina Department of Transportation regulates how the Town can use the sign as the sign is in the North Carolina Department of Transportation's right of way. Council directed staff to make the requested changes.

***Welcome to Beech Mountain Billboard*** – Councilwoman Castiglione stated that this was a very attractive addition for the Town and commended the Tourism Development Authority Board and staff for their work on this project.

***Police Report*** – Councilwoman Castiglione commended Police Chief Shawn Freeman on his report changes stating the report now better delineates what the department is doing on the mountain. Councilwoman Castiglione stated her thanks to the Police Department for the challenging job they have and the importance of their safety. The department does a tremendous job for the Town.

***Mower*** – Councilman Sauer commended Public Works Director Riley Hatch for getting the mower back on the road.

***Holiday Beech Vilas*** – Councilwoman Castiglione thanked the Water Department for ensuring the Town's water issues were always promptly taken care of by staff.

**Schedule of Fees** – Mayor Miller stated his thanks to Town Clerk Jennifer Broderick for putting together the Schedule of Fees for the Town.

**Service Call** – Manager Evans stated that recently the Police Department received a phone call about an irate individual who turned violent when Police Officers arrived on scene. No gun shots were fired but the individual that was deranged was subsequently arrested. The individual attacked one of the Town’s vehicles and Police Officers, causing damage to the Town vehicle and bodily harm to the Police Officer.

Mayor Miller stated that Council would take a short break at 5:18 p.m.

**X. Closed Session – Pursuant to NC GS 143-318.11(a)(3) Attorney Client Matters** – At 5:29 p.m., Vice Mayor Piquet moved to enter closed session pursuant to N.C. Gen. Stat. §143-318.11 (a)(3) for the purpose of discussing attorney-client matters, including *Frank Steele and Genesis Wildlife Sanctuary, Inc. vs. Town of Beech Mountain*, *Town of Beech Mountain v. Genesis Wildlife Sanctuary, Inc.*, and *Town of Beech Mountain v. Milligan*. The motion was seconded by Councilman Sauer and passed unanimously. Upon motion by Vice-Mayor Piquet, seconded by Councilwoman Castiglione, the Council voted unanimously to exit closed session at 5:42 p.m.

**XI. Other Business**

**Rules of Procedure** – Mayor Miller stated that the information in the packet had been provided for Council to review for proper procedure.

**XII. Adjourn** – At 5:44 p.m., Councilwoman Castiglione moved to adjourn, which was seconded by Councilman Sauer. The motion passed unanimously.

Minutes approved by Town Council on August 9, 2016.

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E. ‘Rick’ Miller, Mayor

ATTEST:

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Jennifer Broderick, MMC  
Town Clerk

July 12, 2016

**ATTACHMENT(S)  
TO  
MINUTES**

**EXHIBIT A** – Annual Tax Settlement

**EXHIBIT B** – Interlocal Contract for Cooperative Purchasing with Houston-Galveston Area Council

**EXHIBIT C** – Additional Water Supply Proposal for Professional Services

**ANNUAL SETTLEMENT REPORT**

June 30<sup>th</sup>, 2016

<u>2015 CHARGES TO TAX COLLECTOR</u>		<u>2015 CREDITS TO TAX COLLECTOR</u>	
TAXES BILLED	\$3,815,657.53	TAXES COLLECTED	\$3,749,453.52
TAX INTEREST BILLED	\$15,338.57	RELEASES	\$7052.01
ADVERTISING FEE BILLED	\$2230.14	2015 TAXES OUTSTANDING	\$76,720.71
<b>TOTAL</b>	<b>\$3,833,226.24</b>	<b>TOTAL</b>	<b>\$3,833,226.24</b>

**COLLECTION FOR PRIOR YEARS:**

YEAR	CHARGES FOR YEAR	COLLECTIONS FOR YEAR	Outstanding at June 30, 2016
2014	\$97,411.30	\$67,250.54	\$30,160.76
2013	\$25,202.68	\$11,812.90	\$13,389.78
2012	\$14,320.59	\$7,383.83	\$6,936.76
2011	\$11,906.33	\$5,716.25	\$6,190.08
2010	\$6,073.20	\$2,498.00	\$3,575.20
2009	\$1,973.29	\$189.40	\$1,783.89
2008	\$1,329.30	\$200.52	\$1,128.79
2007	\$617.99	\$49.62	\$568.37
2006	\$350.75	\$53.75	\$297.00
2005	\$144.41	\$35.30	\$109.11
2004	\$175.0	\$41.09	\$133.98

I attest that diligent efforts are being made to collect ALL unpaid taxes.

Respectfully Submitted,



Rebecca Ward  
Tax Administrator



**INTERLOCAL CONTRACT  
FOR COOPERATIVE PURCHASING**

ILC  
No.: \_\_\_\_\_  
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and \* Town of Beech Mountain, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at \* 403 Beech Mountain Parkway Beech Mountain NC 28604

**WITNESSETH**

**WHEREAS**, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**WHEREAS**, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

**WHEREAS**, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on \* July 12, 2016 (Date), and that it desires to contract with H-GAC on the terms set forth below;

**NOW, THEREFORE**, H-GAC and the End User do hereby agree as follows:

**ARTICLE 1: LEGAL AUTHORITY**

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

**ARTICLE 2: APPLICABLE LAWS**

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

**ARTICLE 3: WHOLE AGREEMENT**

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**ARTICLE 4: PERFORMANCE PERIOD**

The period of this Contract shall be for the balance of the fiscal year of the End User, which began \* July 1, 2016 and ends \* June 30, 2017. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

**ARTICLE 5: SCOPE OF SERVICES**

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

**ARTICLE 6: PAYMENTS**

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

**ARTICLE 7: CHANGES AND AMENDMENTS**

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

**ARTICLE 8: TERMINATION PROCEDURES**

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

**ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 10: FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

**ARTICLE 11: VENUE**

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

**THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:**

\* Town of Beech Mountain  
Name of End User (local government, agency, or non-profit corporation)

\* 403 Beech Mountain Parkway  
Mailing Address  
\* Beech Mountain NC 28604  
City State ZIP Code

\* By: [Signature]  
Signature of chief elected or appointed official

\* E. Rick Miller Mayor 7/12/16  
Typed Name & Title of Signatory Date

**Houston-Galveston Area Council**  
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: \_\_\_\_\_  
Executive Director

Attest: \_\_\_\_\_  
Manager

Date: \_\_\_\_\_

\*Denotes required fields

**\*Request for Information**

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to [cpcontractfax@h-gac.com](mailto:cpcontractfax@h-gac.com) or by faxing it to 713-993-2424. The contract may also be mailed to:

**H-GAC Cooperative Purchasing Program**  
P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency: Town of Beech Mountain County Name: Avery/Watauga  
(Municipality/County/District/etc.)  
Mailing Address: 403 Beech Mountain Parkway Beech Mountain N.C. 28604  
(Street Address/P.O. Box) (City) (State) (ZIP Code)  
Main Telephone Number: (828) 387-4236 FAX Number: (828) 387-4862  
Physical Address: Same  
(Street Address, if different from mailing address) (City) (State) (ZIP Code)  
Web Site Address: www.townofbeechmountain.com

Official Contact: Ed Evans  
(Point of Contact for HGAC Buy Interlocal Contract)  
Mailing Address: 403 Beech Mountain Parkway  
(Street Address/P.O. Box)  
Beech Mountain NC 28607  
(City) (State) (ZIP Code)

Title: Town Manager  
Ph No.: (828) 387-4236  
Fx No.: (828) 387-4862  
E-Mail Address: manager@townofbeechmountain.com

Authorized Official: Ed Evans  
(Mayor/City Manager/Executive Director/etc.)  
Mailing Address: 403 Beech Mountain Parkway  
(Street Address/O.O. Box)  
Beech Mountain NC 28604  
(City) (State) (ZIP Code)

Title: Town Manager  
Ph No.: (828) 387-4236  
Fx No.: (828) 387-4862  
E-Mail Address: manager@townofbeechmountain.com

Official Contact: Steve Smith  
(Purchasing Agent/Auditor etc.)  
Mailing Address: 403 Beech Mountain Parkway  
(Street Address/O.O. Box)  
Beech Mountain NC 28604  
(City) (State) (ZIP Code)

Title: Finance Officer  
Ph No.: (828) 387-4236  
Fx No.: (828) 387-4862  
E-Mail Address: finance@townofbeechmountain.com

Official Contact: Riley Hatch  
(Public Works Director/Police Chief etc.)  
Mailing Address: 510 Beech Mountain Parkway  
(Street Address/O.O. Box)  
Beech Mountain NC 28604  
(City) (State) (ZIP Code)

Title: Public Works Director  
Ph No.: (828) 387-4282  
Fx No.: (828) 387-4862  
E-Mail Address: publicworks@townofbeechmountain.com

Official Contact: Bob Pudney  
(EMS Director/Fire Chief/etc.)  
Mailing Address: \_\_\_\_\_  
(Street Address/O.O. Box)  
Beech Mountain NC 28604  
(City) (State) (ZIP Code)

Title: Fire Chief  
Ph No.: (828) 387-4612  
Fx No.: (828) 387-4862  
E-Mail Address: rpudney@beechmountainva.org

\* denotes required fields



June 22, 2016

Mr. Ed Evans, Manager  
Town of Beech Mountain  
403 Beech Mountain Parkway  
Beech Mountain, North Carolina 28604-8012

Re: Additional Water Supply  
Proposal for Professional Services

Dear Ed:

First of all I would like to thank you and Robert for spending part of the day with me to look at the Beech Mountains water supply and distribution system and to discuss the challenges of the system posed by topography, location, age of the system and materials of construction and the situation you all are faced with to meet the long term water supply demands of the system. I understand from our conversations that there is a need for additional raw water supply to meet both the current and future demands of the system. The town uses a surface water supply and raw water is supplied by Buckeye Lake adjacent to the water plant. The WTP is currently undergoing a major upgrade and expansion. Buckeye Lake provides a small impoundment of Buckeye Creek and the storage of raw water for dryer periods with decreased rainfall/precipitation. Due to the small drainage area of the creek feeding to the lake I understand it has been determined that the "safe yield" of the watershed is inadequate to meet project future demands.

To provide an alternative water supply it has been proposed to construct a new raw water intake and pump station on the Watauga River with approximately 6 miles of raw water line to convey raw water back to the water plant for treatment and distribution. Prior to construction of this alternative it will be necessary to go through the reclassification of the Watauga River to obtain a minimum of a WS-IV designation. This process can take in excess of two years and requires the approval of Watauga County and others. McGill Associates has worked on similar projects in Western North Carolina and each have and present their different challenges, the least of which are cooperation with other political bodies.

During our meeting we discussed alternatives to the raw water intake on the Watauga River. The only potential alternative is the development of groundwater supply sources to supplement the surface water supply from Buckeye Creek. McGill Associates has helped a number of our clients in Western North Carolina and Eastern Tennessee with the development of groundwater systems over the past 25 years and this is certainly something which I feel should be explored in more depth prior to moving forward with the Watauga River raw water intake project. You provided me with a report prepared by Analytical Services, Inc. related to potential

groundwater supply in the area. This report certainly provides good background and a summary of potential areas where groundwater supply wells maybe developed. Several years ago McGill Associates helped the Town of Newland identify sites for and develop two new groundwater supply wells to supplement their system. One of these has actually been placed in service. Over the past 12 months we have also assisted the Biltmore Estate and Woodfin Water with the development of groundwater supply wells.

As we discussed an interesting wrinkle to a typical groundwater supply well project that we explored for Woodfin Water, and which I feel is applicable to Beech Mountain, is the development of a groundwater supply well or wells, that are not governed by the Public Water Supply rules for required property ownership/controls and setbacks. These rules as established by Public Water Supply apply to wells that are used for the production of potable water for direct consumption with only at the source treatment. In the case of Woodfin Water and an approach we would propose for Beech Mountain is the development of groundwater wells that would pump water directly to Buckeye Lake for storage. Water would then be withdrawn from Buckeye Lake for treatment through the water treatment plant. With this option McGill Associates proposes the following scope of services to the Town of Beech Mountain for consideration as an alternative step for the development of additional raw water supply prior to implementation of the Watauga River alternative:

1. McGill Associates and our sub-consultant, will review past information available associated with groundwater supply wells in the Beech Mountain area, including the Analytical Services, Inc. report of July 30, 2012. A one day site visit to the area will be made to identify potential groundwater well sites. We propose to partner with Mr. Mike Floyd, president of McCall Brothers from Gastonia as our sub-consultant. Mike is a licensed hydrogeologist and has more than 20 years of experience in the well development business. He has assisted McGill Associates and number of our clients with the identification and development of wells to supplement their water supply needs. Some of the clients we have worked together on include:
  - Town of Hot Springs
  - Town of Marshall
  - Biltmore Estate
  - Town of Old Fort
  - Town of Columbus
  - Polk County Middle School
  - Town of Newland

From the site visit we will identify a minimum of 5 potential well sites.

2. McGill Associates will schedule and coordinate a meeting with the Winston-Salem Regional office of Public Water Supply and town staff to discuss the proposed

project to drill a number of groundwater supply wells. These wells will not be required to meet the typical set back requirements for wells and will pump untreated water to Buckeye Creek Lake.

3. From the field exploration associated with step 1 we will develop a list of potential well sites, identify the property owners and prioritize the sites.
4. McGill Associates will develop a bid package for the drilling and development of the exploratory wells and assist the Town of Beech Mountain with securing bids for the well development. Once bids are received we will review said bids and make a recommendation of award to the town.
5. We will coordinate and schedule a preconstruction conference with the well driller to initiate the project construction.
6. On an as need basis we will provide site observations during the well construction.
7. Once the well construction is completed we will provide a summary report and recommendations for development of any groundwater supply wells for consideration and approval of the town.

The actual man hours required to complete the above identified task are difficult to estimate as there are a number of factors that can impact the effort required. This includes approval from the Public Water Supply Section as to the proposal and concept of groundwater wells used to pump to and supplement the water in Buckeye Creek Lake and the wells to not meet the typical setbacks for direct use (on-site treatment, or no treatment except for disinfection) groundwater supply wells. Therefore we are proposing to complete the above reference task based upon time actually expended on the project and the attached Basic Fee Schedule, but with a maximum not to exceed fee of \$9,200.

I appreciate this opportunity to assist the Town of Beech Mountain with this most important project to ensure a long term, viable water supply to meet the needs of the citizens and water customers of Beech Mountain at a reasonable cost. If this proposal is acceptable please return one signed copy of the proposal for my files. I have provided a location for a signature and the inclusion of the purchase order number below. Should you have any questions please let me know.

Sincerely,

McGILL ASSOCIATES, P.A.



M. KEITH WEBB, P.E.

Vice President

CC: Mike Waresak

**ACCEPTANCE**

Town of Beech Mountain

  
\_\_\_\_\_  
Ed Evans - Manager

7-13-16

Date

o/keith webb/beechnountain/ee22june16



**BASIC FEE SCHEDULE**

December, 2015

<u>PROFESSIONAL FEES</u>	<u>Hourly Rate</u>
Firm Principal	\$185.00
Program Services Manager I	\$145.00
Program Services Manager II	\$160.00
Senior Project Manager I	\$160.00
Senior Project Manager II	\$170.00
Project Manager I	\$140.00
Project Manager II	\$150.00
Project Engineer I	\$105.00
Project Engineer II	\$115.00
Project Engineer III	\$125.00
Engineering Associate I	\$ 85.00
Engineering Associate II	\$ 90.00
Engineering Technician I	\$ 80.00
Engineering Technician II	\$ 90.00
Engineering Technician III	\$100.00
Environmental Specialist I	\$ 80.00
Environmental Specialist II	\$ 90.00
Electrical Engineer I	\$105.00
Electrical Engineer II	\$115.00
Electrical Engineer III	\$125.00
Electrical Engineering Associate I	\$ 85.00
Electrical Engineering Associate II	\$ 90.00
Electrical Engineering Technician I	\$ 80.00
Electrical Engineering Technician II	\$ 90.00
Electrical Engineering Technician III	\$100.00
CADD Operator I	\$ 75.00
CADD Operator II	\$ 80.00
CADD Operator III	\$ 85.00
Construction Services Manager I	\$120.00
Construction Services Manager II	\$130.00
Construction Administrator I	\$ 90.00
Construction Administrator II	\$100.00
Construction Administrator III	\$110.00

Construction Field Representative I	\$ 75.00
Construction Field Representative II	\$ 80.00
Construction Field Representative III	\$ 85.00
Planner I	\$ 95.00
Planner II	\$105.00
Planner III	\$125.00
Planner IV	\$135.00
Surveyor I	\$ 80.00
Surveyor II	\$ 90.00
Surveying Associate I	\$ 70.00
Surveying Associate II	\$ 75.00
Survey Field Technician I	\$ 55.00
Survey Field Technician II	\$ 60.00
Survey Field Technician III	\$ 65.00
Administrative Assistant (I-III)	\$ 70.00
Accounting Assistant (I-II)	\$ 80.00

1. **EXPENSES**

- a. Mileage - \$0.65/mile
- b. Robotics/GPS Equipment - \$25/hr.
- c. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. **ASSOCIATED SERVICES -**

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.