



**AGENDA**  
**Regular Council**  
**Tuesday, January 8, 2019**  
**Council Chambers 4:00 PM**

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# MINUTES

## Regular Council Meeting

4:00 PM - Tuesday, December 11, 2018  
Council Chambers

The Regular Council of the Town of Beech Mountain was called to order on Tuesday, December 11, 2018, at 4:00 PM, in the Council Chambers, with the following members present:

**COUNCIL PRESENT:** Mayor Renee Castiglione  
Vice-Mayor Barry Kaufman  
Councilman Carl Marquardt  
Councilman Weidner Abernethy  
Councilman Wendel Sauer

**COUNCIL EXCUSED:**

**STAFF PRESENT:** Town Manager Tim Holloman  
Attorney Stacy Eggers, IV  
Town Clerk Tamara Mercer  
Public Utilities Superintendent Daniel Davis  
Building Inspector John Merritt  
Director of Tourism and Economic Development Kate Gavenus  
Planning Board Chairman Pete Chamberlin  
Town Planner Preston Yates  
Tax Admin & Utility Billing Clerk Rebecca Ward  
Director of Special Projects Riley Hatch  
Director of Infrastructure Robert Heaton  
Fire Chief Robert Pudney  
Parks and Rec Director Sean Royall  
Chief of Police Tim Barnett

### 1. CALL TO ORDER

### 2. ADOPTION OF AGENDA

- 2.1. Agenda item changes: Mayor Castiglione moved agenda items 6.1 and 6.2 to New Business and moved item 7.1 the adoption of regular meeting and closed session minutes of November 13, 2018 to the consent agenda.

#### Motion

Wendel Sauer made a motion to accept the revised agenda Barry Kaufman seconded the motion. CARRIED. unanimously.

**3. INVOCATION BY TIM HOLLOWAN**

**4. PLEDGE OF ALLEGIANCE**

**5. BUCKEYE LAKE WATER INCIDENT**

- 5.1. Water incident at Buckeye Lake question and answer period: Town Manager, Tim Holloman reviewed the incident which occurred on November 20, 2018. Mr. Holloman stated he had received an email from town resident, Mr. Urs Gsteiger and that he had responded to those questions and would review and read those answers. Mr. Holloman read the following report:

The Valve

1. When was the valve at issue installed? In 1984.
2. What is the valve's purpose? To provide mechanical control of water release for the Buckeye Lake Reservoir.
3. What state or federal regulatory agencies have any jurisdiction over the valve or its functioning? United States Army Corp of Engineers, North Carolina Department of Environmental Quality Dam Safety, North Carolina Division of Water Resources, North Carolina Wildlife, US Fish and Game, and North Carolina Public Water Supply.
4. When was the last time, prior to the day of the incident, that the valve had been opened and closed? October of 2016.
5. What correspondence has the Town had in the past three years with any state or federal agencies about the valve? Numerous, and the most recent after a meeting with State agencies on October 15, 2018 of this year. The Army Corp informed the Town that they needed stream flow data through the installation of gauges and that the valve would be required to be inspected and operational. This purpose of this meeting was to request a change in the minimum release for the Town's drinking water permit. Achieving a lower release would put the town in compliance with the existing permit and benefit the Town in the long run with the Watauga Intake project.

The Dive Contract

1. What prompted the Town to contract with a dive company to inspect the valve? Maintenance to meet requirements of USACE and minimum flow regulations required by said permit.
2. Was there a Request for Proposal issued by the Town? No, due to the specialized work and under the recommendations of the Town's Engineering group. This work is specialized. This type of contract is not subject to request for proposal.
3. If so, describe the scope of work in the RFP. The work was for inspection and operation in order to prepare an analysis report.
4. How many bidders were there for the contract? This was a specialized operation and no general bidding was done due to this fact.
5. What was the scope of work in the final signed contract? Same as above an inspection and operation to prepare analysis report.

6. Who selected the contractor? Director of Infrastructure, Robert Heaton
7. Was the contractor required to have general liability insurance? All contractors performing work for the town are required to have general liability insurance.
8. When was the contract to be performed? 11/19/18-through 11/21/18
9. Who was to supervise the scope of work? Robert Heaton
10. Was the contractor tasked to open and close the valve? Yes.
11. If so, was there any discussion about the possible adverse consequences to water levels at Buckeye Lake if the valve could not be closed? There was a great amount of discussion on this issue. The time of year, contractor availability and water recharge rates where primary factors.
12. Was there any discussion about using a coffer dam or other method to isolate the valve from the lake to facilitate inspection? No and there was no recommendation from the engineer that this would be a better alternative.

#### The Incident

1. What employees of the Town were present while the divers were at Buckeye Lake? Daniel Davis, Ronnie McKinney
2. Describe, using eyewitness accounts, what occurred at Buckeye Lake on November 20, 2018, starting from when the divers arrived until the diver was rescued.

Daniel Davis, Public Works Superintendent, checked in with the divers just after lunch on November 20th. Reports from the contractor were that work was proceeding as expected and completion was expected Tuesday evening or Wednesday morning. The first indication there was a problem with the inspection was when Dispatch notified the Fire Department at approximately 6:53 p.m. that the company was having difficulties. The emergency call for utilities went out around the same time that evening. Robert Heaton, Daniel Davis and Ronnie McKinney were contacted and alerted to the incident of a trapped diver underwater at Buckeye Lake. The Fire Department requested mobilization of the following resources: 1) Linville VFD-inflatable boat, diver and rope; 2) Carter County Tennessee-diver rescue team; 3) Rotary wing aircrafts; 4) Watauga and Avery Emergency Management; 5) Eggers Construction-Heavy equipment and pumps; 6) Carolina Water-pump; 7) Beech Mountain Police Department and Avery Sheriff Department-escorts; and 8) a fishing boat with large engine from Roan Mountain. Arriving on the scene, the water plant was requested to start operation to begin lowering the water level as the diver was trapped in the bottom of the lake. Robert and Daniel began mobilizing manpower and equipment for expected needs in the rescue operation. Twenty-Three Fire Department members were present along with four BMVFD apparatus. The first rescue diver was in the water at 7:33 pm and delivery of warm water to the trapped diver began at 7:51 pm. The Carter County dive team arrived at 8:30 pm and pull rope was attached to the trapped diver at 8:45 pm. The trapped diver was removed from the release gate at 9:36 pm. He remained under water for a 22-minute decompression period and was removed from the Lake at 9:59 pm. From here the diver was transported to Watauga Medical Center. Ultimately, all parties on scene worked together, utilizing their equipment and Town resources to free the diver. Robert Heaton attempted to close the lake drain after the accident and was advised by contractor employees on-site that the valve actuator was not functioning

properly. Daniel Davis met with the owner of the contract dive firm on-site and planned further action regarding the lake drain.

3. What, if any, instructions did the divers receive from any Town employee on November 20, 2018, prior to the diver's leg becoming entangled? Nothing additional and continue with the work as planned.

4. Who decided to open the valve on November 20, 2018? Robert Heaton

5. Was there any discussion on November 20 about the possible adverse consequences to Buckeye Lake levels if the valve could not be closed? The valve had been functioning properly this day and the previous day. No adverse consequences were expected.

6. Was there an emergency plan in place in the event that the valve could not be closed? Extensive emergency response plans are in place across all systems and divisions of the Town's Department of Infrastructure.

#### Emergency Response

1. Did the Town have a written emergency plan to deal with a sudden loss of water at Buckeye Lake? Yes

2. If so, was that plan executed? Yes

3. If so, what were the parameters of that plan? Activate the water shortage response plan to inform the public about conservation needs and the low water level status. Activate the Beech Mountain Utilities Emergency Action Plan for direction to the Utility. Notify the NC Department of Environmental Health of the situation. Activate the Watauga Hazard Mitigation Plan and continue in a prudent manner to evaluate, effect and manage the situation.

4. What was the total cost to the Town to supply water by tanker and to supply bottled water? \$1,664 for the Bottled water and \$59,250 for the tankers. No charge by Banner Elk for the water supplied by the Town of Banner Elk.

5. Has there been an after-action meeting of Town employees about the incident and the response? Yes, it was held Monday, November 26th after the event.

6. If so, what opportunities for improvement were identified? Several procedural improvements. Make sure essential departments have gate codes to the water plant. Need additional water hauling company contacts. Although Police dispatch answered calls, having Town staff available to answer calls would improve dissemination of information. Review changes in staff and make sure staff and council are trained to the level required. Current Utilities, Town Manager, Town Clerk and Fire and Police Chiefs are (NIMS) certified. Make sure meter reading can take place or investigate charging a surcharge so that meter reading is not necessary. Hire a fourth water treatment plant operator to allow better rotation for key operations. Billing with other towns/agencies for water and establish a price ahead of time. Alert Fire and Police a week prior to routine maintenance work including diving. Make sure map to water distribution site is on social media. Add twitter notifications in addition to Town Website and Facebook.

7. If so, what changes, if any, were proposed to any Town policies or emergency plans? Refer to question 6 above.

Following the report which Mr. Holloman read; there was a lengthy question and answer period. In response to an audience members' question as to why schedule this maintenance work now and not during the summer or

spring; Director of Infrastructure, Mr. Robert Heaton explained the reasons for the scheduled contract work. Mr. Heaton said this work is scheduled for one time during the year and the only time to do this type of work is either October, November or December. He continued to explain the reasons for the October, November or December work time-frame as the water recharge rate is better at that time also it was scheduled for when the divers can do the work. The biggest factor is the recharge rate in the lake is better at this time. Mr. Heaton recalled when the Town lost the lake in June of 2010, during the draught of that year.

The Thanksgiving weekend and the timing of that was further discussed. Mr. Heaton added that the timing was determined by the last meeting with the Army Corps of Engineers on October 15, 2018 and the dive company's dictating their schedule to the Town.

Mr. Heaton described the valve in question and said the concern that something could go wrong with valve has been on-going for years. He said the valve has issues, and Public Works does not like opening and closing what is in fact, a sluice gate. There is a 132' stainless steel rod with a 4x4 gate on the bottom of the lake. There are 6 to 8 concrete crawlers, this is all at a depth of 37' underwater and the force of the dam is always a concern. Upon the diver's inspections it had bent and bowed inside the lake.

In response to an audience member's question as to how the diver got stuck, Mr. Heaton responded explaining that the diver may have gotten sucked in where the opening is about 6". It was speculated that, he slipped and somehow got trapped there. Mr. Heaton noted that on Wednesday morning after the diver rescue, the water level was about at 30' intake and in trying to close it, they succeeded in only making it bend more so Mr. Heaton made the decision to drain the Lake in order to do the repair. The gate is closed but not fixed. The diver was taking video, so we have the video that the engineers are studying. Mr. Heaton added that since we were losing water anyway, he made the decision to drain the Lake. He further explained the track, the gate and the apparatus and how it opens and closes, he added that at the time it was installed (in 1984) it was probably the most feasible solution as presented by the engineers. Mr. Heaton stated we are working with our current engineers to determine how to permanently fix it utilizing the video taken by the diver. He noted that the Army Corps of Engineers wanted the work to be done before spring, there was a small window of October, November and December when we have the best run-off and as per our permit we must keep the stream flows.

In response to Councilman Abernethy's question as to the timeline of this plan, Mr. Heaton explained that Town worked with the Army Corps. regarding the plan. If we had waited till March to do this, we may not have had enough flow during that month because in the spring we lose the stream flows. He added that in the last 2 years we have had the best stream flows in years. It was Mr. Heaton's expert opinion that we do not open the gate during a dry spell.

In response to Councilman Abernethy's question as to when the plan began, Mr. Heaton said this ongoing project began in 2011 and once the Army

Corps. provided the minimum release numbers, Public Works contacted the dive company in October. Mr. Holloman stated that we met with the Army Corps of Engineers on Oct 15th, and if we did not do the work now we would have to wait until next November of 2019 to do this, which would have jeopardized the Watauga Intake Water Project.

In response to an audience member's question as to where we are now, Mr. Heaton said the gate will remain shut and we will redesign while the gate is closed, but we do not know what could happen, a tree could easily get stuck in it, and is one of the reasons why we have had issues. The Town follows the safety rules and guidelines as per the permit.

In response to an audience member's question as how we re-stabilize, Mr. Heaton said we must fix the gate. Mr. Heaton noted that in case the public citizens did not know, Buckeye Lake is categorized as a water source lake which means it is fed by the creeks. Our lake is a water source lake, but most lakes are off-stream. Buckeye Lake is a part of Buckeye Creek and is a flow-through lake for wildlife and small streams down-stream. We must maintain high stream standards as per the State permit, and there are only three-square miles that feed the streams which feed into the lake. We are required to minimum release 2.8 water flow per second and an additional amount of release during spawning season. All these requirements put a drain on the lake and once we go below the spillway at the dam, we are still releasing water as per State requirements. Mr. Heaton said we are not even saving water in a drought, the minimum release requirements are still being released all the time.

In response to an audience member's question regarding the Town's long term plan for water, Mr. Holloman answered that the Watauga Intake Water project is a 16-million-dollar project and is our proposed alternative to our single water source as well as the continuing of the other capital projects. The tankers of water were brought up for the two days during the incident only, we are not using that as a source, it is too expensive and not a viable option. The Town is pursuing the Watauga Intake. Increasing the size of our reservoir is not recommended by engineers as it is environmentally non-permittable to increase the lake by State standards. The Intake source alternative will take approximately 8 years and we would like to speed that up and are working towards that goal stated Mr. Holloman.

In response to an audience member's question asking if the TDA could contribute, Mayor Castiglione replied that the TDA is separate from the Town. The Town funds a portion of the Director's salary. The TDA is chartered by the State of North Carolina for tourism, and is funded by occupancy taxes. Mayor Castiglione added that the TDA control's its own budget.

In response to an audience member's question regarding Buckeye Lake, Mr. Heaton replied that we are still looking for ground water sources and are further studying the Lake but we still have issues of capacity.

Ms. Kelly Melang of 1032 Charter Hills inquired into the Watauga water source and our pipes and the aging infrastructure. Mr. Heaton

addressed those concerns of pumping the water from wells in addition to the Watauga Intake backup source. He explained the difference between ground water aquifers and having an Intake as a long term viable source. He added that the pipes are not in bad condition, it is the connections that are the problem. He noted that the reason the connections become such a problem is that we have to run such high pressures due to the mountain elevations. In order to pump the water up the elevation to a house, the residence has to put approximately 65 -70 lbs. of pressure in the lines but on the towns side; it is anywhere from 60 lbs. to 380 lbs. of pressure or psi (pounds per square inch). Mr. Heaton said the couplings blow up due to the pressures. He added that there are 2287 connections. He reviewed the various water and the capital projects currently being worked on and future projects such as the Charter Hills water improvement project.

In response to Ms. Melang's further inquiry regarding the feasibility of getting the Watauga water, Mr. Heaton said there are over 20 agencies involved in the project as well as the State. The State is in favor of Beech Mountain receiving the Watauga water, to which the Mayor added that we will meet with the Watauga commissioners in the springtime. In 2015 the request was put before the Watauga Commissioners and they did not approve the request. Mayor Castiglione further explained that we did not put it before the Commissioners this past year because it was an election year, in which case that was not a good time to present the request.

Mr. Joe Antonelle of 484 St. Andrews Road commended the actions and reactions in the short period of time which saved the diver's life. He added that the town quickly got water back up onto the mountain. Mr. Antonelle asked for a time frame for fixing the sluice valve and asked for clarity on the budget. Mr. Heaton replied that the sluice gate will stay as it still looks good but the valve and the new apparatus will need to be replaced and he was unsure of the cost. He believed it is not complicated for laying a new track with longer piers with grout it is all underwater. It is planned to be replaced next year as soon as engineers evaluate the video.

Mr. Heaton wanted to explain and clear up a rumor he had heard about the dive company which the Town had subcontracted to do the work in question. He said this dive company performs some of the best marine work around the world. Defiant Marine worked on rescues after Hurricane Sandy in the flooded subway system in New York City. They consist of former marines that have worked on oil rigs and capped the valve in the oil refinery accident. These professionals are good but had an accident. The company followed through till we got our water back and Mr. Heaton said he would hire them again.

In response to Councilman Abernethy's question regarding the video, Mr. Heaton reiterated the video was being reviewed by the engineers. Councilman Abernethy requested clarification on the events of the incident to which Mr. Daniel Davis, Public Works Superintendent said, employees were present with the divers in beginning of day, and later the water plant operator was on-site. Mr. Davis said he did not remain with the divers the whole day. He did a daily check and then left. Mr. Heaton said that is policy, when a

contractor lays pipe, we don't stay with them. Our employees do inspections then leave, contractors are in charge of their own safety.

There was further discussion of the notices given during the emergency water shortage to which Mr. Holloman stated, the Town's announcements and notifications ran on the website, were sent by email (to the sunshine list), businesses and rental agencies were contacted, the police code red calls went out, the general media were notified, (newspaper, radio, television and the postings on social media ran concurrently). Several audience members gave their input as to notifying the renters and tourists and to the water bottle which was distributed to citizens. Several citizens gave their input as to the handling of the events and suggested mandatory code red sign-up, fines and other compliance measures for water conservation. It was stated that the community responded by working together as well as the notification and passing out water. Mr. Holloman added that the Ski Resort pumps their own water from their own lake to make the snow on the slopes.

## **6. PUBLIC COMMENT**

### **6.1. Public Comment -**

Mr. Frank Steele of 107 Christie Way read a statement for public record and stated he was not in favor of an unnecessary leash law restraining dogs. He believes it serves no purpose but creates conflicts and problems between dog owners and non-dog owners. Mr. Steele said the proposed ordinance would harm dogs and he requested data on the incidents of dogs harming citizens in the Town. He reiterated that Staff should produce the data on the historical incidents and share the information. He was strongly opposed to the leash ordinance.

Ms. Shelly Hull of 103 Wedling Weg Way read a letter drafted by herself, Ms. Harriet Chamberlain, and Ms. Jerri Layne addressing the policy for Town of Beech Mountain employee Christmas bonuses. Ms. Hull noted that the change on May 8, 2018 that an employee must be employed for at least a year, effected 7 employees and a sub-contractor who works to beautify the landscaping of the mountain. She announced that those who may be in favor of raising holiday donations for said employees who don't qualify for the Christmas bonus could reach her, or Harriet Chamberlain to address the issue.

Mr. Jimmie Accardi of 402 Beech Mountain Parkway thanked the road maintenance workers for clearing the mountain for safe passage during the storm and he announced that the Fire and Police Department fundraiser that they held at the Brick Oven called 'Friendsgiving' raised over \$2,000 for the Fire and Police Department.

Ms. Therese Barry of 100 Squirrel recounted that she worked the Holiday Market and checked in 486 people into the event. Ms. Barry further discussed the water crisis as well as that people are confused about how to dispose of their garbage because they are renters. She suggested how the

managers and rental industry can clarify how renters dispose of garbage.

Ms. Cindy Keller of 100 Village Creek Road said she agreed with Mr. Frank Steele and said she was not in favor of the proposed ordinance restraining dogs on leashes. Ms. Keller asked the audience how many people had problems with dogs and some 6 people raised their hands. She believes it is unfair to penalize the animals for a few bad dog behaviors. Ms. Keller is opposed to the leash law as it will pit neighbor against neighbor.

## **7. CONSENT AGENDA**

- 7.1. 2019 meeting calendar for Town Council, Boards and Committees
- 7.2. Budget Amendment- Water Plant
- 7.3. Closed Session meeting minutes and Regular meeting minutes for November 13, 2018
- 7.4. Tax Release and Refund

### **Motion**

Wendel Sauer made a motion to adopt consent agenda Barry Kaufman seconded the motion. CARRIED. unanimously.

## **8. NEW BUSINESS**

- 8.1. Proclamation and Recognition presentation to Mr. Glenn Sweitzer, who donated his expertise and company resources for video content for the Parks and Recreation project at Shane Outpost Park and the Proclamation was read by Mayor Castiglione.
- 8.2. Recognition Rescue and Safety Certificates presented to Mr. Daniel Davis and Officer Wendy Bare by Fire Chief, Bob Pudney-

Chief Pudney recounted the November 20, 2018 incident at Buckeye Lake and gave a heartfelt thank you to all his team involved in the events as they unfolded. Chief Pudney arrived on-site to find the diver sucked into a pipe. Chief Pudney's tenure is over 45 years and he said he has been involved in dive rescue calls throughout his career and he can count on his one hand how many are successful. The mission of rescue unfortunately and too often becomes one of recovery but in this case this man was rescued alive. This operation and team went above and beyond and he shares this success and gave out Thank you Presentations last week with everyone involved from the Town's Volunteer Fire Department to the mutual aid given from the surrounding towns such as Carteret and Avery County as well as the expertise from the Linville Fire Department.

Chief Pudney wanted to formally recognize two town employees who should be singled out for their contributions, Mr. Daniel Davis and Dispatcher Wendy Bare. Chief Pudney noted how Daniel remained a constant throughout

the night and got the sump pump, for the hot water to the diver. Daniel was instrumental in securing the equipment such as the backhoe, the LP gas, and the turkey fryer. Daniel continued to provide what he could and when the rope was strung across the lake and connected to the backhoe being pulled, Daniel was one of the men helping to pull the rope. The 2nd rescue diver had at that time also gotten stuck and the two men are alive today due to Daniel's consistent efforts and actions.

Next Chief Pudney recounted all the efforts and help the Town's Telecommunicator and Dispatcher, Wendy Bare supported in the rescue effort. Officer Bare was on the other end of the radio in dispatch and Wendy provided every strange thing Chief Pudney could think of at the time. She sent any equipment he asked for as well as an inflatable boat, a Blackhawk helicopter, a hyperbaric chamber, she sent escorts and men from Tennessee, as well as a very large ski/bass boat, it all arrived at the dam at the lake. Plans that were never utilized were sent to the incident site by Wendy. He conclude that due to our team of 45 people who continued to work together that diver was rescued and is alive today due to this community and therefore, Chief Pudney presented Mr. Daniel Davis and Ms. Wendy Bare with the Town of Beech Mountain Fire Department Life Saving Certificate.

- 8.3. Boards and Committee Appointments postponed to January in order to allow more applicants to submit their applications with the deadline of December 31, 2018. Mayor Castiglione added that all members currently serving now on boards and committees will continue to serve.
- 8.4. Councilman Abernethy requested a partnership between the Town and Beech Mountain Resort and for Council to consider supporting a transportation plan.

#### **Motion**

Weidner Abernethy made a motion to discuss financially supporting a bus shuttle with stops along the Parkway from the Pinnacle to Resort Parking Lot 3. seconded the motion. Failed for lack of second unanimously.

- 8.5. Councilman Abernethy requested to add an additional Public Comment section onto the agenda at the end of the meeting.

Councilman Marquardt said that he was in favor of the request because if the public needs to discuss or comment on an agenda item at the end of a meeting, Council can receive input from the citizens, to which there was general agreement from the Town Council. Mayor Castiglione added that it was not a back and forth conversation comment time and Council would not change their votes but wanted to hear citizens' thoughts and concerns. Once passed by Council the additional public comment section would begin immediately at this meeting and be added to the agenda.

#### **Motion**

Carl Marquardt made a motion to approve adding an additional Public Comment section at the end of the meeting for the public to give input regarding items on the agenda. Weidner Abernethy seconded the motion.

CARRIED. unanimously.

**Motion**

Barry Kaufman made a motion to open a discussion on the Animal Restraint topic Wendel Sauer seconded the motion. CARRIED unanimously.

**9. OLD BUSINESS**

**9.1. Animal Restraint Ordinance-**

Councilmen Marquardt and Abernethy stated that they were against such an ordinance. Vice mayor Kaufman noted he was in favor to which Mayor Castiglione stated that while most people walk their dogs on leashes on the mountain, she has seen dogs running loose. There are complaints from people that there are dogs roaming. The majority not doing this but a minority of people are causing the problem. She added that although it won't be popular, she is in favor of an animal restraint ordinance.

Councilman Sauer said a lot of people allow their dogs to wander loose. The current ordinance states voice command and dogs must be under an owner's control, but if no owner is around and the dogs are running, lost or roaming, that is not going to happen. The dog park is for allowing dogs to run. He discussed incidents of fighting dogs and roaming dogs and concluded that would be the reasons why he is in favor of a regulation.

Mayor Castiglione stated that she and her husband almost ran over a loose dog on Wild Daisy Trail, as a dog-lover that is not acceptable. There were questions and answers back-and-forth between the audience and Council. The Mayor noted that there are issues with the current ordinance and she reviewed an example where the Police cannot address an issue with a loose dog and citizens' complaints.

Attorney Eggers clarified the procedures for conducting a Public Hearing regarding the ordinance in question. He noted it is not a zoning ordinance and could either be voted on or Town Council could announce a Public Hearing.

**Motion**

Barry Kaufman made a motion to amend the request and to hold a public hearing on January 8, 2019. Wendel Sauer seconded the motion. CARRIED. 3-2 (opposed: Carl Marquardt and Weidner Abernethy).

**10. TOWN MANAGER AND STAFF REPORTS- SUBMITTED**

**10.1.** Fire Department Monthly Report

**10.2.** Fire Department Monthly Report- Police Department Agenda Report

- 10.3. November Recreation Report
- 10.4. Public Works Report
- 10.5. Utility Dept. Monthly Flow Reports
- 10.6. TDA Report
- 10.7. Planning and Inspections Report 2018-11

10.8. Mr. Holloman reviewed the upcoming schedule for Town Council and said on January 15 & 16, 2019, the Town Council retreat would be occurring and staff requested citizens to email in their comments and concerns regarding FY 2019-2020 and that input will be added to the agenda retreat. He reviewed that the Planning Board has been working on the Comprehensive Plan survey and the link is up on the website as well as posted in social media and newspaper and media publications and that link will be open till January 15, 2019. The survey encompasses a myriad of issues such as land development, tourism and growth etc.

Public Works has new hours of operation from 6:00 a.m. to 6:00 p.m. He added that the Mayor had also sent out 'Thank you' letters for all those who helped the Town with the Buckeye Lake water incident. Mr. Holloman noted that this was the first live broadcast of the Town Council meeting on our YouTube channel and meeting are available for viewing in the archive just follow the links on our civic engagement portal on the website at [townofbeechmountain.com](http://townofbeechmountain.com).

## 11. TOWN COUNCIL COMMENTS

11.1. Councilman Marquardt said he was disappointed in some people's lack of understanding regarding the water situation at Buckeye Lake. He noted that there are Federal and State agencies involved with our Public Works Department and the Town must adhere to all regulations for compliance. We are governed by their expertise and knowledge and the reactions and cooperation by Staff were commendable. Councilman Marquardt thanked all the staff workers and volunteers and he added shame on those who leaped to a conclusion of incompetence. The employees were professional and the response to the situation was lifesaving.

He added that his vote will be a hard no on the dog leash ordinance. He also said that most of the funding for the holiday ornament came from occupancy tax dollars and the other portion, \$11,000 came out of an existing holiday budget. We own it and from what the Town has previously spent on holiday decorations; with this ornament, we will present the mountain with a certain aesthetic appeal, stated Councilman Marquardt.

Vice mayor Kaufman said the public are always invited to attend all committees wherein they can give input and add their opinions and comments, such as the TDA and expenditures. He said he has seen more people enjoying the ornament and taking pictures which has tourist value and this is an investment. He thanked the employees who helped during the water incident and particularly wanted to commend Fire Chief Bob Putney, who gives

the credit to others but was instrumental in saving the divers' lives.

Councilman Abernethy noted that although he has requested the two agenda items be added, both the additional public comments section and the transportation issue and although the transportation issue was not discussed, he feels that the Town can still work with Beech Mountain Ski Resort towards a transportation plan. He noted that folks come to the mountain to ski with the additional 70% of taxes from tourism, and other ski resort activities; the transportation plan can be funded as a line item. He did not believe the ornament was a good investment but since we own it, we must maintain it.

Councilman Abernethy added that the recycle center should have larger containers but it does look better since adding the additional employee. He also thanked Chief Pudney for his leadership and said we are fortunate to have Chief Pudney. The Director of Infrastructure, Robert Heaton has maintained the salting of roads and over the snow storm, people have commented to Mr. Abernethy that they are happy about the good condition of the roads.

**11.2. Additional Public Comments:** (note -general comments were made as a conversation)

A citizen announced that the new shoot works great at Convenience Center but the door is difficult to open and Public Works employee, Mr. Charlie Frisbee should be recognized and is an asset to our mountain.

There was discussion about the public transportation idea and questions were answered as to the procedure for moving an item forward on the agenda. There was a lengthy discussion of the Tourism Development Authority's role as a partnership with the Town's businesses, budgeting and transportation planning. Staffing of a transportation shuttle was discussed. The Landing Zone at Buckeye was discussed and a strategy to further the LZ installation was discussed since no one bid on the project.

There was further input from the citizens regarding the animal restraint ordinance and Mayor Castiglione noted that Council can also consider strengthening the current ordinance.

**12. ADJOURNMENT**

**12.1. Adjournment**

**Motion**

Carl Marquardt made a motion to adjourn, there being no further business, the meeting adjourned at 6:07 p.m. Weidner Abernethy seconded the motion. CARRIED. unanimously.

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Town Clerk

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Mayor, Town of Beech Mountain

**FIRE SERVICES CONTRACT BETWEEN THE TOWN OF BEECH MOUNTAIN  
AND THE BEECH MOUNTAIN VOLUNTEER FIRE DEPARTMENT, INC.**

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THIS CONTRACT AND AGREEMENT (this "Contract") made and entered into this 8th day of January 2019, by and between Town of Beech Mountain, (the "Town"), and The Beech Mountain Volunteer Fire Department, Inc., (the "Fire Department").

**WITNESSETH:**

THAT WHEREAS, N.C. General Statute § 160A, Article 3 provides that a Town may enter into continuing contracts and pursuant to this authority, the Town may enter into a continuing contract with a volunteer fire department and may contract as necessary for the provision of manpower or other services as may be deemed appropriate by the parties; and

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained and pursuant to the general power and authority of the Fire Department to furnish emergency rescue and firefighting personnel and authority of the Town Council to provide emergency rescue and fire protection for its inhabitants and owners of property within the Town, the parties hereto mutually contract and agree as follows:

1. **CONTRACT TERM.** The term of this contract is period beginning 01 July 2019 and ending 30 June 2029. In the event that the parties have not executed a new agreement or exercised a right of termination as set forth below at least one hundred eighty days prior to the end of the term of this agreement, then this agreement shall automatically renew for successive ten-year periods.

2. **SERVICES PROVIDED.** The Town shall provide fire and emergency services within the corporate limits of the Town and use reasonable efforts to engage in contracts with Avery and Watauga Counties for the provision of fire protection services within the rural fire district areas served by the Fire Department as of the date of entry of this Agreement. The Fire Department agrees to furnish and provide trained and qualified personnel to The Town sufficient for the Town to maintain a minimum standard of a 9S Rating and shall promptly dispatch, upon notification of fire or emergency by any means, adequate personnel to operate all necessary equipment, and make diligent efforts to control and extinguish all fires and control or mitigate emergencies. The Town shall hire and retain the services of a Fire Chief, who shall be an employee of the Town and report to the Town Manager for the Town as their supervisor. The Town Manager for the Town shall hire the Fire Chief after consultation with and participation in the hiring process by the Fire Department Board of Directors. The selection and hiring of the proposed Fire Chief must have formal approval of the Fire Department's Board of Directors. The Fire Chief shall report secondarily to the Fire Department Board of Directors as provided for in the bylaws of the corporation.

**FIRE SERVICES CONTRACT BETWEEN THE TOWN OF BEECH MOUNTAIN  
AND THE BEECH MOUNTAIN VOLUNTEER FIRE DEPARTMENT, INC.**

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3. MANNER OF PROVIDING SERVICES. The Fire Department, in providing the said personnel in a manner that is consistent with the Town's Emergency Management Plan, shall use its own means and methods, to determine membership, availability of personnel, or other issues related to personnel and their training. During times of active emergency response, the activities of responding volunteers of the Fire Department shall be subject to control, direction or supervision by the Fire Chief appointed by the Town or his designee or when otherwise engaged in an emergency response. All firefighting personnel necessary and proper for the performance of this Contract shall be provided by the Fire Department subject to the terms and conditions set forth herein, and all persons engaged in emergency rescue or fighting fires pursuant to the provisions of the Contract shall be subject to the exclusive control, direction and supervision of the Fire Chief or their designee.

Except for those individuals employed by the Town of Beech Mountain, the Town shall not have any right or power with respect to the employment, control, direction, supervision, suspension or discharge of any person who may join the Fire Department to engage in emergency rescue or firefighting services or activities in the performance of the obligations imposed by this Contract. Notwithstanding the foregoing, if the Town Manager gives the Fire Chief notice of the Town's objection for cause to any volunteer or employee of the Fire Department, the Fire Department agrees that they will review that request in accordance with their Bylaws and implement Section 21 of this contract if necessary. A hearing on whether the person objected to is allowed to participate may be held as set forth in Section 21 below regarding the participation of such individual, and whether any conditions should be imposed upon that individuals' participation.

4. PROHIBITED INTERFERENCE WITH FIRE SERVICES. The Town may adopt such rules and regulations, by ordinances or otherwise, as may be necessary and proper to prohibit interference with personnel of the Fire Department in the discharge of their duties in emergency rescue and fighting fires within the Town, to prohibit damage to and interference with the firefighting equipment and apparatus of the Town and to provide for such other rules and regulations as necessary for the furtherance of the objectives of this Contract.

5. LONG-TERM DEBT. The Town shall assume the title and/or joint title to all equipment, fire trucks, and property currently owned by the Fire Department. In assuming joint title to this property, the Town shall assume all existing loan obligations presently owed by the Fire Department. To the extent any loans through the USDA require such title to remain to be held by the Fire Department, the Town and Fire Department shall be equal co-owners of the property until such time the debt is extinguished. Upon the payment in full of the debt, the Fire Department shall convey title to the Town in fee simple.

**FIRE SERVICES CONTRACT BETWEEN THE TOWN OF BEECH MOUNTAIN  
AND THE BEECH MOUNTAIN VOLUNTEER FIRE DEPARTMENT, INC.**

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6. PRESENTATION OF BUDGET AND YEARLY AUDIT. The Fire Department will present the Town with a proposed budget annually, and the Town shall adopt a budget for the Fire Department, including but not limited to appropriation of fire tax funds. All expenditures by the Fire Department, except the Fireman's relief Fund and separate fund raising accounts held separately by the Fire Department, shall be in accordance with the budget adopted by the Town and in accordance with the requirements of the Town Finance Officer. All expenditures of the Fire Department's separate fundraising amounts shall be in accordance with a budget developed by the Fire Department.

7. FINANCIAL RESPONSIBILITY. The Town shall maintain all equipment, Fire Stations, locations, and vehicles transferred to or owned by the Town as set forth herein. If the asset is capable of being issued a title by the North Carolina Department of Motor Vehicles or titled in another manner such as by a deed, then the asset shall be jointly titled as set forth herein. In the event that the Fire Department becomes inactive or is dissolved, then all such assets shall revert to the Town in accordance with 501(c) requirements. The Town shall provide insurance upon such property, including liability insurance, in an amount deemed appropriate by the Town. Upon the transfer of these funds and title to the property as set forth above, the Town shall assume the obligations for the outstanding loans upon said property.

The Town shall also provide such funds to the Fire Department as are appropriate to fund the pension and relief fund obligations required by statute to be paid on behalf of fire response personnel.

8. CONTRACTORS. The volunteers, officers, and board of directors of the Fire a Department are not employees of the Town by virtue of this agreement, and the parties specifically intend for this to be a contract for the provision of services by the Fire Department to the Town. Only employees of the Town shall be considered to be employees of the Town, and as such the personnel acting for the Fire Department pursuant to this Agreement shall not be considered employees of the Town.

9. TRANSITION OF FIRE SERVICE CONTRACTS. Upon the signing of this Agreement, both parties acknowledge that it may take some time to complete the transfer and approval of fire contracts fire tax revenues from the Fire Department to the Town. The Fire Department shall convey to the Town all fire tax revenues or other sources of revenue resulting from the provision of fire protection and emergency response services during the applicable time period governed by this Agreement. This specifically includes, but is not limited to, funds received from Avery and Watauga Counties for fire taxes, as well as

**FIRE SERVICES CONTRACT BETWEEN THE TOWN OF BEECH MOUNTAIN  
AND THE BEECH MOUNTAIN VOLUNTEER FIRE DEPARTMENT, INC.**

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payments and reimbursements related to grants. The Fire Department will take all necessary steps to effectuate this transition.

10. GRANTS AND OTHER FUNDRAISING. Both the Town and the Fire Department may seek other sources of revenue including, but not limited to, gifts, donations, and grants:

- All funds related to fees for service or additional property bases shall be the sole property of the Town.
- All funds related to grants or donations made solely to the Fire Department or raised by any associated auxiliary or benefit organization shall be the property of the Fire Department.

In the event a joint grant is received by the Town and the Fire Department, such funds shall be administered and controlled by the Town. In the event that the Fire Department receives funds from the following:

- the State of North Carolina on a grant;
- the federal government of the United States; or,
- any other governmental agency, private citizen, corporation, or grant

then the Fire Department shall provide the Town with a copy of any award letter received and make the Town aware of any purchases made with these funds.

It is not the intent of the Town to dictate the use of such funds received from governmental agencies, but to have knowledge of the use of such funds and for such funds to be included in the audits performed by the Town auditor.

11. AVAILABILITY OF RECORDS. The Town or any resident thereof may inspect the financial records of the Fire Department by appointment with the Treasurer or leadership of the Fire Department with reasonable notice and during business hours.

12. INSURANCE OBLIGATIONS. The Town agrees to maintain adequate comprehensive insurance coverage on all property and equipment and liability insurance coverage on all its vehicles, equipment, and individual members in at least the minimum amount required by law, the premiums for which shall be included in the budget of the Town, said coverage to be at least equal to coverage carried upon other Town vehicles and equipment. The Fire Department shall maintain the following insurance coverage as follows:

- (a) Workers' Compensation: Coverage to apply to all Fire Department volunteers for statutory limits in compliance with the applicable State and Federal laws. The policy must include employer's liability with a limit of \$100,000.00 each accident; \$100,000 bodily injury or disease

**FIRE SERVICES CONTRACT BETWEEN THE TOWN OF BEECH MOUNTAIN  
AND THE BEECH MOUNTAIN VOLUNTEER FIRE DEPARTMENT, INC.**

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for each employee and \$500,000.00 bodily injury or disease policy limit. The Town shall maintain Workers' Compensation coverage on the Fire Chief and any other employees of the Town in accordance with applicable law.

- (b) The Fire Department shall include the Town as an additional insured on each of the liability policies required to be maintained by this Contract.
- (c) The Fire Department shall maintain current, valid insurance policies meeting the requirements stated above during the entire duration of this Contract.
- (d) The Fire Department shall insure that for any policy of insurance held by the Fire Department pursuant to this Contract that the Town receives any certificates for new insurance policies within thirty (30) days of the effective date of the policy and that the Town receives renewal certificates more than thirty (30) days prior to any expiration date on every policy.
- (e) The Fire Department shall insure that the Town is provided thirty (30) days notice of any event of a cancellation or modification of any policy of insurance held by the Fire Department pursuant to this Contract. The Fire Department shall insure that certificates of insurance meeting the required insurance provisions shall be forwarded to the Town.
- (f) The Fire Department shall insure that the insurance certificates contain no language stating or implying that no liability shall be imposed upon the insurance company for failure to provide the Fire Department and the Town with the notice required by this Contract.

The Town shall be responsible for the cost of the Fire Department Insurance Policies required in this section.

13. EVENTS OF TERMINATION. This Contract shall terminate upon any of the following events:

- (a) The dissolution, insolvency or bankruptcy of the Fire Department;
- (b) The dissolution, insolvency or bankruptcy of the Town;
- (c) Inclusion of the Town in a Fire Protection District in which fire protection services for the Town and its citizens will be provided by some entity other than the Town;
- (d) The expiration of one hundred eighty (180) days after the Fire Department's receipt of written notice that the Town wishes to terminate this Agreement;
- (e) The expiration of one hundred eighty (180) days after the Town's receipt of written notice that the Fire Department wishes to terminate this agreement.

**FIRE SERVICES CONTRACT BETWEEN THE TOWN OF BEECH MOUNTAIN  
AND THE BEECH MOUNTAIN VOLUNTEER FIRE DEPARTMENT, INC.**

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- (f) The expiration of one hundred eighty (180) days after the Fire Department's receipt of written notice that Town intends to use another entity to provide its fire services;
- (g) The parties enter into a new written agreement which expressly supersedes this Contract;
- (h) Upon sixty days written notice to the Fire Department by the Town that good cause exists for the termination of this Agreement. For purposes of this Paragraph, good cause means, in the opinion of the Fire Chief and ratified by the Town Council, that the Fire Department has regularly failed to adequately respond to fires or emergency response calls; or,
- (i) The failure of either party to this agreement to cure any material breach within twenty (20) days written notice to the other which is not cured, or work began to substantially cure the defect, within the time set forth above.

14. EFFECTS OF TERMINATION. Upon the termination of this Contract all property shall belong to the entity to which it is otherwise titled or as set forth in this Agreement. The Town agrees that any funds invested on behalf of the Fire Department's members in the Length of Service Annuity Plan (LOSAP) will not be subject to distribution except to the Fire Department members in accordance with the terms of that plan.

15. PROTECTION OF ASSETS. During any period following notice of impending termination of this Contract, the Fire Department shall not take any action to dispose of or otherwise reduce the value or encumber any assets that may be conveyed to the Town pursuant to this agreement with the intent or purpose of avoiding or reducing the Town's interest in such asset.

16. RIGHTS TO ASSETS AND FINANCIAL RESPONSIBILITY. Other than as specifically set forth in this Contract, the Town has no claim or other rights related to the property and assets of the Fire Department and, except as specifically set forth in this Contract the Town will have no financial responsibility for or control over the debts, encumbrances or liabilities of the Fire Department. If in the future the Town specifically agrees to co-sign or guarantee some future loan, lease, bond or financial instrument, the Town shall have the right to make conditions and exercise control over such obligations, which it guarantees.

17. RELATION TO PRIOR CONTRACTS. This Contract replaces and supersedes all previous contracts entered into between the parties for the provision of fire services to the Town by the Fire Department. This Contract may only be amended in writing as signed and adopted by both parties.

**FIRE SERVICES CONTRACT BETWEEN THE TOWN OF BEECH MOUNTAIN  
AND THE BEECH MOUNTAIN VOLUNTEER FIRE DEPARTMENT, INC.**

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18. BYLAWS OF THE FIRE DEPARTMENT. The Fire Department agrees to keep the Town informed of any and all changes to the bylaws.

19. GOVERNING LAW. This Agreement is entered into pursuant to the laws of the State of North Carolina. In the event a dispute which results in any type of legal action, the parties agree that the state courts located in Watauga County, North Carolina shall be the exclusive venue for such action. In the event a provision of this Agreement is found to be invalid for any reason, the remainder of this Agreement shall remain in full force and effect.

20. NO THIRD PARTY BENEFICIARIES. No third-party beneficiaries are intended by the execution of this Agreement. Nothing contained in this Agreement should be construed as to affect any defenses of governmental immunity or other statutory defenses which would otherwise be available to the Town, the Fire Department, or their personnel in the absence of this Agreement.

21. DISPUTE RESOLUTION PROCEDURE. In the event the parties to this Agreement encounter a dispute which cannot be resolved informally by the parties, any aggrieved party or person, including a person objected to by the Fire Chief to provide emergency responses, may refer such dispute to an Arbitration Panel as set forth below for the purposes of resolving the dispute. A written and signed request for Arbitration of the dispute shall be sent to the Town Manager for the Town, and the Town Manager shall schedule a hearing which shall be held within thirty days of the receipt of the request for Arbitration. The Town Manager will provide written notice to all parties and panel members at least ten days prior to the hearing stating the date, time, and location of the hearing, as well as a brief summary of the issues to be discussed. The panel shall consider the issues presented by the parties and issue a decision on the dispute which shall be binding upon both the Town and the Fire Department. Nothing contained in this section shall authorize the Arbitration Panel to impose any additional financial expense upon the Town, nor shall any decision of the Panel serve to alter the terms of this Agreement. In the event the Arbitration Panel believes additional compensation or amendment to this Agreement is necessary or appropriate, they may make such recommendations to the Town Council for the Town and the Fire Department. The Arbitration Panel shall consist of five (5) members, which shall be determined as follows:

- The President of the Board of the Fire Department.
- One elected member of the Fire Department.
- The Town Manager of the Town.
- One member of the Town Council, as designated by vote of the Town Council.

**FIRE SERVICES CONTRACT BETWEEN THE TOWN OF BEECH MOUNTAIN  
AND THE BEECH MOUNTAIN VOLUNTEER FIRE DEPARTMENT, INC.**

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- A fifth person, selected jointly by the four members of the Arbitration Panel, who is a resident of the Town, but not a member of the Town Council or the BMVFD.

In the event any Panel member is the complainant; alternates shall be selected as follows:

- For the President of the Board the alternate shall be the Vice-President of the Board.
- For the Town Manager, the alternate shall be the Town Planner.

As an alternative to consideration by the arbitration panel, the parties may engage in a mediation which is mutually agreeable to the parties.

For all such proceedings, the Fire Chief of the Town shall have the right to be present unless excused by a vote of a majority of the panel.

**FIRE SERVICES CONTRACT BETWEEN THE TOWN OF BEECH MOUNTAIN  
AND THE BEECH MOUNTAIN VOLUNTEER FIRE DEPARTMENT, INC.**

IN TESTIMONY WHEREOF: The Fire Department has caused this instrument to be executed in its name and behalf by its President of the Board, attested by its Secretary and its corporate seal affixed hereto all as the act and deed of said Corporation, and the Town, a municipal corporation of the State of North Carolina has caused this instrument to be executed in its name and behalf by its Mayor, attested by its Town Clerk, and its corporate seal affixed hereto as the act and deed of the said Municipality.

\_\_\_\_\_  
Renee Castiglione, Mayor,  
Town of Beech Mountain

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Tamara Mercer, Town Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
The Beech Mountain Volunteer Fire Dept. Inc.  
By: Fred France, President

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Secretary, The Beech Mountain Volunteer Fire Dept., Inc.

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Steve Smith, Finance Officer  
Town of Beech Mountain

\_\_\_\_\_  
Date





## COUNCIL ACTION ITEM

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**TO:** Mayor and Town Council  
**FROM:** Matt Clawson  
**DATE:** January 8, 2019  
**SUBJECT:** BUDGET AMENDMENT REQUEST

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**FOR THE PURPOSE OF:**

Additional funds are needed to continue the increased level of fleet management. The current budget funding was based on minimal repair and maintenance. We are striving to improve the overall condition of our fleet and extend the life of vehicles. Additionally, we have several vehicles that need functional repairs, safety updates, and general cosmetic patchwork. We are requesting an additional \$60,000.00 dollars, of which a large portion of this request will be used on the motor grader repairs.

**ATTACHED FOR YOUR CONSIDERATION:**

Is the Public Works budget amendment request for vehicle maintenance.

**FINANCIAL IMPLICATIONS:**

Additional \$60,000.00 for vehicle maintenance department.

**SIGNATURES:**

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**Town Manager**

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**Town Clerk**

**TOWN OF BEECH MOUNTAIN, NORTH CAROLINA  
2018-2019 BUDGET ORDINANCE  
AMENDMENT # 2019-03**

**TO THE ORDINANCE APPROPRIATING FUNDS FOR THE  
OPERATING EXPENSES FOR TOWN OF BEECH MOUNTAIN**

**BE IT ORDAINED BY THE TOWN OF BEECH MOUNTAIN TOWN COUNCIL:**

**A. EXPENDITURES**

1. To provide for increases and/or (decreases) in existing Funds:

a. General Fund:

1. Public Works Department

Vehicle Maintenance \$60,000

**TOTAL ADJUSTMENT TO EXPENDITURES** \$60,000

**B. REVENUES**

1. To provide for adjustments to revenues:

a. Appropriated Fund Balance \$60,000

**TOTAL ADJUSTMENT TO REVENUE** \$60,000

<b>C.</b>	<b>FY 2018 – 2019 Original General Fund Budget</b>	\$7,157,721
	Amendment #2019-03	<u>60,000</u>
	<b>FY 2018 – 2019 Amended General Budget</b>	<u>\$7,217,721</u>

APPROVED THIS THE 8<sup>TH</sup> DAY of January 2019

\_\_\_\_\_  
Tamara Mercer, Clerk

\_\_\_\_\_  
Renee Castiglione, Mayor



**Proclamation Honoring  
Vernon T. Holland  
3□20□1932 - 12□19□2018**

**WHEREAS**, Vernon T. Holland was a life-time community leader who was instrumental in the development and incorporation of the Town of Beech Mountain;

**WHEREAS**, Vernon Holland was committed to serving the Town of Beech Mountain and was appointed Beech Mountain Mayor from May 1, 1981 to December 8, 1981;

**WHEREAS**, Vernon Holland was a man who served his country in the military during the Korean War and the Berlin Crisis and was honorably discharged; and

**WHEREAS**, Vernon Holland was a licensed Real Estate Broker and N.C. Contractor throughout his professional career serving as President of the Avery-Watauga Realtors® Association as well as NC State Director; and

**WHEREAS**, Vernon Holland obtained his Firefighter certificate and served on the Beech Mountain Volunteer Fire Department from 1974 to 2005.

**NOW THEREFORE, BE IT RESOLVED** that the Town of Beech Mountain, North Carolina, in keeping with the time-honored tradition of recognizing and honoring its important citizens, does hereby extend its gratitude to Vernon T. Holland for his service and contributions to his family, friends and his mountain community he so enjoyed through this proclamation of appreciation.

Signed this date: January 8, 2019

\_\_\_\_\_  
Renee D. Castiglione, Mayor



ATTEST: \_\_\_\_\_  
Tamara Mercer, Town Clerk



Thank Your Mentor Day and Mentoring Month Proclamation

WHEREAS, January 2019 will mark the 18th anniversary of National Mentoring Month, an annual campaign to recruit volunteer mentors for young people.

WHEREAS, National Mentoring Month celebrates the benefits of youth mentoring across the country. Every day in communities across the country, caring adults volunteer their time with mentoring programs to create consistent and supportive relationships to young people. At its most basic level, mentoring is successful in real life because it guarantees a young people has an adult to turn to and that they have a guiding hand to help them in dealing with day-to-day challenges. At a more complex level, there is a powerful mentoring effect that ultimately makes our communities stronger and;

WHEREAS, Quality mentoring programs are proven to build relationships that help improve school attendance and academic achievement, promote responsible decision-making, and provide skills to better navigate relationships at school, socially and at home and;

WHEREAS, in 2018, volunteers in Western Youth Network’s Mentoring program spent over 4,770 hours with youth in Watauga County totaling more than \$115,147.80 worth of donated time to benefit our community; and

WHEREAS, “Thank Your Mentor Day” (January 31) promotes three ways to honor your mentor (1) contact your mentor directly to express your appreciation; (2) pass on what you received by becoming a mentor to a young person in your community; and (3) write a tribute to your mentor for posting on [www.WhoMentoredYou.org](http://www.WhoMentoredYou.org); and

WHEREAS, the Watauga County community is dedicated to realizing the promise and power of mentoring.

NOW THEREFORE, I, Renee Castiglione, Mayor of Beech Mountain, as a demonstration of the value of volunteerism to this community, do hereby proclaim January 31st, 2019 as “THANK YOUR MENTOR DAY” and January 2019 as Mentoring Month, celebrated by the Watauga County community, and urge our citizens to recognize this day, to consider mentoring a young person in their community, and to celebrate this month with appropriate ceremonies, activities, and programs.

\_\_\_\_\_  
ATTEST: Mayor

\_\_\_\_\_  
Town Clerk



The background features a blue gradient from light to dark, overlaid with white circuit-like patterns of lines and nodes. The text is centered in the upper half of the page.

# TOWN OF BEECH MOUNTAIN, NORTH CAROLINA

MISTY D WATSON, CPA, PA

## HIGHLIGHTS:

- The assets of the Town exceeded its liabilities at June 30, 2018 by \$24,359,807, an increase of \$1,125,543 from the prior year. The increase is primarily due to Town management closely monitoring expenditures.
- The property tax collection rate for the current fiscal year is 97.55%, a slight decrease from fiscal year 2017. The latest published data from fiscal year 2017 states for a town the size of Beech Mountain, the average collection rate is 98.51%. The average tax collection across the State was 99.19%.
- Unassigned fund balance for the General Fund is \$3,296,690, which is 55% of General Fund expenditures. The average fund balance available for similar units from 2017 published data was 118% and 45% across the State.
- The Water and Sewer Fund had an increase in net position of \$4,379, leaving the net position at June 30, 2018 at \$10,215,649. The Sanitation Fund had an increase of \$1,286, leaving the net position at June 30, 2018 at \$649,835.
- The Town's principal for installment notes and revenues bonds decreased in total by \$570,000 in the current year. No new debt was issued in the current fiscal year.
- The Town added new capital assets being depreciated during the year totaling \$871,407 in the General Fund and \$1,743,618 in the Water & Sewer Fund. Included in the new capital assets are vehicles and equipment, a skid steer, motorgrader, backhoe, paving and completed construction of the Spruce Hollow to Parkway Waterline. The Town also continues completion of the water treatment plant.

## RESULTS OF 2018 AUDIT:

- The independent auditor's report can be found on pages 1-2 of the financial statements.
- Our responsibility under Auditing Standards Generally Accepted in the United States of America (GAAS):

We considered the internal control structure for the purpose of expressing an opinion on the Town's basic financial statements and not for providing assurance on the internal control structure.

Our audit was performed in accordance with GAAS and Government Auditing Standards.

Our objective is to provide reasonable assurance - not absolute - assurance that the basic financial statements are free of material misstatement.

The basic financial statements are the responsibility of Town's management.

- Report on the 2018 basic financial statements – Unmodified (clean) opinion; presented fairly in accordance with accounting principles generally accepted in the United States of America.
- All adjustments were approved and posted by management. Such adjustments include GASB 68 - accounting for LGERS, GASB 73 – accounting for LEO special separation allowance, depreciation, and long-term debt principal payments.

## RESULTS OF 2018 AUDIT:

- Relationship with management – We received full cooperation from the Town’s management and staff.
- There were no disagreements with management on accounting issues or financial reporting matters.
- There were no significant issues discussed with management related to business conditions, plans or strategies that may have affected the risk of material misstatement of the financial statements. No major issues were discussed with management prior to our retention to perform the audit.



## COUNCIL ACTION ITEM

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**TO:** Mayor and Town Council  
**FROM:** Preston Yates  
**DATE:** January 8, 2019  
**SUBJECT:** Water Supply Watershed Overlay Text Amendment request for Public Hearing

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**FOR THE PURPOSE OF:**

Request Town Council to set a public hearing date to consider a text amendment to the Water Supply Watershed Overlay District.

**ALTERNATIVES:**

**STAFF RECOMMENDATION:**

Staff requests Town Council to set a public hearing date for the next regularly scheduled meeting in February (2/11/19).

**SIGNATURES:**

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Town Manager

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Town Clerk

**Ordinance No. 2018-\_\_**

**TOWN OF BEECH MOUNTAIN**

**AN ORDINANCE TO AMEND §154.071 REGARDING POND CREEK  
WATERSHED OVERLAY DISTRICT**

**WHEREAS**, the Town of Beech Mountain is a resort mountain community which wishes to provide for the health of its citizens, residents, and property owners; and

**WHEREAS**, the Town of Beech Mountain desires to maintain water quality within the Town of Beech Mountain by addressing environmental concerns caused by density and incompatible developments; and

**WHEREAS**, the Town of Beech Mountain has previously adopted §154.071 as overlay districts for various watersheds within the town of Beech Mountain in coordination with the North Carolina Division of Water Quality; and

**WHEREAS**, the State of North Carolina Division of Water Quality presently has an area within the corporate limits of the Town of Beech Mountain designated as the Pond Creek WS-II – Critical Area watershed district; and

**WHEREAS**, the Pond Creek Water Supply Watershed Critical Area WS-II-C is in need of revision in order to conform with State regulations and the recommendation of the Town Engineer; and

**WHEREAS**, the adoption of the Ordinance Amendment as set forth below will promote the health, safety, and general welfare of the Beech Mountain community and further the protection of high quality waters as a natural resource within the Town of Beech Mountain.

**NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE  
TOWN OF BEECH MOUNTAIN, NORTH CAROLINA, THAT:**

SECTION I. CHAPTER 154: ZONING of the Town of Beech Mountain Code of Ordinances is hereby amended as follows:

§154.071 is hereby amended to include the following definitions:

§154.071(B) shall read as follows:

(3) *Pond Creek Water Supply Watershed Critical Area WS – II --C.* WS-II-C is an overlay district as shown on the official Zoning Map primarily intended to maintain a predominantly undeveloped land use intensity pattern. Because of the district's proximity to a water supply intake, single-family uses, where permitted, shall be

allowed at a maximum of one dwelling unit per two acres on a project by project basis. All other residential and non-residential development shall be allowed a maximum of 6% built-upon area where permitted. Landfills and sites for the land application of residuals or petroleum contaminated soils are prohibited in the district. No activity, situation, structure or land use shall be allowed within the WS-II and WS-II-C water supply watersheds which pose a threat to water quality or the public health, safety, or welfare. Such conditions may arise from (for example) inadequate on-site sewage systems, inadequate sedimentation and erosion control measures, the improper management of stormwater runoff or any other situation found to pose a threat to water quality.

**SECTION II. CODIFICATION.** The provisions of Section I of this Ordinance shall be published as appropriate in the Town of Beech Mountain Code of Ordinances as soon as practicable.

**SECTION III. SEVERABILITY CLAUSE.** If any section, part or provision of this Ordinance is declared unconstitutional or invalid by a court of competent jurisdiction, then it is expressly provided and it is the intention of the Town Council in passing this Ordinance that its parts shall be severable and all other parts of the Ordinance shall not be affected thereby and they shall remain in full force and effect.

**SECTION IV. PUBLICATION AND EFFECTIVE DATE.** This Ordinance shall take effect immediately upon its passage and publication according to law.

**READ, CONSIDERED, PASSED AND APPROVED** at a regular meeting of the Town Council of Beech Mountain, North Carolina, at which a quorum was present and which was held on the \_\_\_\_ day of \_\_\_\_\_, 2018.

This Ordinance adopted the \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Renee D. Castiglione, Mayor

Attest:

\_\_\_\_\_  
Town Clerk





## COUNCIL ACTION ITEM

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**TO:** Mayor and Town Council  
**FROM:** Preston Yates  
**DATE:** January 8, 2019  
**SUBJECT:** Sign Ordinance Amendment request for Public Hearing

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**FOR THE PURPOSE OF:**

Request Town Council to set a public hearing date to consider an amendment to the Sign Ordinance.

**ALTERNATIVES:**

**STAFF RECOMMENDATION:**

Staff requests Town Council to set a public hearing date for the next regularly scheduled meeting in February (2/11/19).

**SIGNATURES:**

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Town Manager

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Town Clerk

## SIGN REGULATIONS

### § 154.270 POLICY STATEMENT.

(A) The town is committed to preserving the beauty of the mountain and to insure that it is provided with a means of developing qualitative and effective outdoor graphics for purposes of navigation, information and identity.

(B) Every business, organization and property owner has not only the right, but an obligation to identify itself well. It does not have the right to downgrade the environment.

(C) The purpose of this subchapter is, therefore:

(1) To provide the community with equitable sign standards, based on the values of fair competition and aesthetic standards acceptable to the community.

(2) To provide the motoring public with a safe and effective means of easily reaching and identifying businesses, services, areas, and points of interest on Beech Mountain.

(1989 Code, Title V, Ch. 51, Art. XIX, § 1901) (Ord. passed 10-13-2009; Ord. 2016-03, passed 2-9-2016)

### § 154.271 SCOPE OF THIS SUBCHAPTER.

This subchapter shall apply to all signs located within the town unless excluded as per § 154.272.

(A) *Definitions.*

(1) *Sign.*

(a) Any display of letters, words, numbers, figures, devices, emblems, pictures or any means whereby the same are made visible for the purpose of making anything known, whether such display be made on, attached to, or as part of a structure, surface, or any other thing, including, but not limited to, the ground, a rock, tree, or other natural object.

(b) Signs do not include holiday decorations, the flag or emblem of any nation, state, city, religious, fraternal or civic organization; nor merchandise and pictures or models of products incorporated in a window display; nor works of art which in no way identify a product; nor scoreboards located on athletic fields.

(2) *Entity.* Any individual, group, or organization that occupies and utilizes a structure or a portion of a structure that is separate and distinct in purpose or function from other portions of a structure.

(3) *Roof line.* Roof line shall mean the edge of the roof around the building structure.

(4) *Signable space.* Signable space means the area of a building face on which a sign may be placed, including fronting wall or gable space. The size of this area shall equal the total square footage of the area from the ground to the roof line (not including the roof itself), of a building façade.

(5) *Sign support structure.* A structure, including uprights, supports, frames, display surfaces, and other appurtenances, intended to support or display one or more signs. If painted, sign support structures shall include one color of the supported sign(s).

(6) *Normal maintenance.* Normal maintenance shall include activities that keep the sign in safe, presentable, and sound condition, such as replacement of missing or defective parts, periodic cleaning, and re-painting with substantially the same colors as in the original sign. Normal maintenance does not include activities that alter the message, background, colors, dimensions, orientation, or location of a sign in any way or change the design of its support structure.

(7) *Existing grade.* The prevailing level of the soil at a given location, not to include any walls, raised flower beds, or other means of artificially modifying the level of the soil for the purpose of extending sign height.

(8) *Historic signs.* Signs greater than 20 years of age as of September 10, 2009.

~~(9) *Holiday decorations.* The decorations normally associated with the holiday season from November to January. Holiday decorations will also include human or facsimile people in costumes normally associated with the holiday season.~~

(B) *Types of signs.*

(1) *Billboard/poster board.* Billboards or posterboards are hereby defined as off- premises signs of a permanent nature. Temporary off-site signs (displayed for not greater than 14 days), typically erected for providing directions to an event or occurrence, are not considered billboards under this definition.

~~(2) *Holiday decorations.* The decorations normally associated with the holiday season from November to January.~~

(32) *No trespassing/no loitering signs.* Such signs and similar ones, which are placed to inform the public of private regulations.

(43) *Obsolete signs.* Signs or parts of signs which advertise or pertain to a purpose which no longer exists.

(54) *Portable signs.* Any signs designed or intended to be readily relocated. This shall include signs on wheels, trailers, truck beds, or any other device which is capable of, or intended to be moved from one location to another.

(65) *Window signs.* Signs which are painted on or affixed to the windows.

(76) *Painted wall sign.* A sign painted directly on any exterior building wall or door surface, exclusive of window and door glass areas. Such signs shall comply with standards for "attached" signs.

(87) *Projecting sign.* A sign that is attached to a building wall with the face of the sign perpendicular to the building wall. Such signs shall not project into any street right-of-way and shall be at least eight feet above the ground. Such signs shall not project vertically above the building face to which they are attached, and shall conform with all other standards for "attached" signs.

(98) *Accessory signs.* Signs intended for the recurring, periodic display of information. These signs are typically modified regularly, but are not necessarily temporary in nature. Examples of accessory signs include, but are not limited to, special advertisements for the advertisement of specials or features, open, closed, and vacancy signs. Accessory signs may be attached to permanent, detached signs, attached to buildings, or stand-alone.

(9) Feather Banner/Feather Flag. A flag type banner (usually designed with a pole sleeve or pocket) that is generally mounted in the ground.

(10) Human sign. Human sign refers to costumes, flags, or other apparel or accessories, worn, held, waved, or carried by individuals for the purpose of attracting attention to a site, location, or event.

(C) *Signs defined by method of attachment.*

(1) Attached signs are signs that are mounted to a building and include the following:

(a) Signs attached throughout their whole length that are mounted flush to a building face that do not extend above the highest vertical point of the building face;

(b) Signs attached throughout their whole length to the top of a canopy or a cantilevered roof with the face of the sign parallel to the wall which do not extend vertically above the highest point of the canopy or cantilevered roof;

(c) Painted wall signs as defined above; and

(d) Projecting signs as defined above.

(2) *Detached sign.* A sign supported by a sign structure placed in the ground and which is wholly independent of any building, fence, vehicle, or object other than the sign structure for support.

(D) *Signs defined by duration of display.* Signs shall be categorized based upon their intended duration of display as follows. If a sign exceeds the duration of display for a category, it must comply with all requirements and obtain a permit for the appropriate category of duration.

(1) *Permanent signs.* Signs which are intended to be displayed continuously for a period of greater than one year. Signs (such as real estate signs) which are erected prospectively with the goal of being removed in less than one year do not constitute permanent signs.

(2) *Accessory signs.* Signs intended for the recurring, periodic display of information. These signs are typically modified regularly, but are not necessarily temporary in nature.

(3) *Semi-temporary signs.* Signs of a temporary nature that are erected for an intended or presumed duration of less than one year but typically greater than 14 days. Examples of signs in this category commonly include, but are not limited to, signs erected to advertise the sale of real estate and signs erected during a construction project. Semi-temporary signs may be erected for periods of greater than one year, provided that required permits are obtained. Signs intended to be erected permanently do not qualify for this category.

(4) *Temporary signs.* Signs or advertising display intended to be displayed for a short period of time (not greater than 14 days), often to inform the public of an unusual or special event. These signs are often in the form of "Banners." Signs erected for longer than 14 days do not qualify for this category.

(5) *Short term signs.* Signs erected for less than 48 hours.

(6) *Transitional signs.* Signs erected for a maximum of six months while a permanent sign is being

created.

(E) *Area of sign defined.*

(1) The area of a sign excluding wall or window signs shall be considered to include all lettering, wording, and accompanying design and symbols, together with the background on which they are displayed, any frame around the sign, and any cutouts or extensions, but shall not include any supporting or bracing. In the case of a multi-faced sign, the area of the sign shall be considered to include all faces visible in any one direction.

(2) The area of a wall or window sign consisting of individual letters or symbols attached to or painted on a surface, building, wall, or window, shall be considered to be that of the smallest rectangle or triangle which encompasses all of the letters or symbols.

(3) (a) Signs that are contiguous (touching) or are separated by a divider, frame, or portion of the sign support structure less than six inches wide shall be considered one sign for the purposes of this subchapter.

(b) *Exception.* Signs of different types as defined by their duration of display as set forth above shall be considered separate signs, even if they are contiguous.

(1989 Code, Title V, Ch. 51, Art. XIX, § 1902) (Ord. passed 12-6-1983; Ord. passed 11-18-1986; Ord. passed 10-13-2009; Ord. 2013-03, passed 3-12-2013; Ord. 2016-03, passed 2-9-2016)

**§ 154.272 EXEMPTIONS AND EXCEPTIONS.**

(A) *Exempt signs.* The following signs and/or displays shall be exempt from the regulations of this subchapter:

- (1) Signs not visible beyond the boundaries of the property on which they are located;
- (2) Signs erected by a duly-constituted governmental body;
- (3) Signs erected within a residential home; and
- (4) Historic signs as defined in this subchapter, provided that the message, background, colors, dimensions, orientation, location and design of the support structure of such signs shall not be altered in any way. Normal maintenance, however, is permitted.

(B) *Exceptions.* Particular features or concerns regarding the following types of signs provide compelling reasons for their regulation in a different manner from other signs of similar duration of display or located within a common zoning district.

(1) *Private traffic directional signs located on private property not to exceed three square feet.* The town finds there is a compelling need for private property owners to be able to control aspects of traffic on private property in order to avoid damage to property and inconveniences and potential dangers caused by the restriction of ingress and egress to a property by methods such as designating parking spaces and restricting "no parking" areas, identifying "one-way" driveways and the like with the standard, commercially available signage commonly associated with these purposes. Therefore, these signs need not comply with material and style requirements, limitations on number, and other requirements and are exempt from this section.

(2) *Signs erected to prohibit trespassing displayed in accordance with North Carolina State law.* The town finds that there is a compelling need for private property owners to be able to avail themselves of the protection from liability offered by NC state law in the manner prescribed in such laws or statutes. Therefore, these signs need not comply with material and style requirements, limitations on number, and other requirements and are exempt from this section, provided that the number, size, or other features of such signs is not in excess of that prescribed by state law.

(3) *Non-illuminated trade names and graphics which are customarily painted on newspaper and soft drink dispensers and similar outdoor amenities.* The town finds there is a compelling interest in exempting these signs from regulation due to their ubiquitous nature and the impracticality or inability to obtain soft drink dispensers and the like without such trade names or graphics. Therefore, these signs are exempt from the requirements of this section.

(a) *Parties affected.* All structures, residential, multi-family, and commercial are required to display the assigned street number in the manner described in this section.

(b) *Visibility.* Street numbers shall be displayed so as to be conspicuously visible and legible from the street from both directions. Numbers must maintain contrast to the background and be reflective.

(c) *Number type.* All numbers shall be displayed in Arabic form (0, 1, 2, 3, 4, 5, 6, 7, 8, 9).

(d) *Number location.*

1. *Structures visible from the street.* Where the structure is visible from the road and at such a

distance that numbers are legible from the road, numbers shall be affixed to the structure. Numbers shall be reflective and a minimum of three inches high and may be mounted either horizontally or vertically.

2. *Structures not visible from the street.* Where a structure is not visible from the street or is otherwise situated to make number display on the building ineffective, the number shall be displayed at the access entrance. Numbers may be combined with property or business identification signs. Where signs are perpendicular to the street, numbers shall be displayed on both sides of the sign. Numbers shall be a minimum of three inches high, reflective, and may be mounted either horizontally or vertically.

3. *Mailboxes.* Numbers of a minimum of three inches in height, reflective, and shall be affixed to both sides of the mailbox serving the primary structure. When the mailbox is clustered with other mailboxes or is across the street from the primary structure, the numbers will be placed on the front of the mailbox. There could be confusion as to the primary structure access by using numbers on the mailbox than prudence would dictate placing the numbers on a post at the primary structure access point on the street. Mailboxes across the street or otherwise located across the street are not adequate for the purposes of this section.

4. *Trash bins.* Numbers of a minimum of three inches in height, reflective, and shall be affixed to both sides of the trash bins serving the primary structure.

(e) *Unauthorized building numbers prohibited.* No person shall affix or allow to remain upon any building in the Town of Beech Mountain any different number from the one designated by this section, with the exception of dates affixed for historical purpose.

(1989 Code, Title V, Ch. 51, Art. XIX, § 1903) (Ord. passed 11-18-1986; Ord. passed 4-11-1989; Ord. passed 10-13-2009; Ord. passed 4-12-2011; Ord. 2016-03, passed 2-9-2016; Ord. 2017-08, passed 10-10-2017)

#### **§ 154.273 PROHIBITED SIGNS.**

The following signs are prohibited in the town:

(A) *Signs that imitate official highway sign; signs obscured.* No sign shall be erected which imitates or in any way approximates official highway signs, nor shall any sign be erected which obscures a sign displayed by a public authority.

(B) *Flashing, blinking interment signs.* No sign shall be erected which displays flashing, blinking, or intermittent lights or lights of changing intensity. No moving parts shall be allowed.

(C) *Portable signs.*

(D) *Facsimiles; three-dimensional structures.* Displays of letters, logos, trademarks, emblems, pictures, and the like, on such items as oversized facsimiles or three dimensional structures of chicken buckets, human figures, tin cans, and the like, shall be prohibited.

(E) *Obstruction of driver vision.* No sign shall be erected or placed in such a manner as to obstruct driver vision of any vehicle entering a roadway from any street, alley, driveway, or parking lot.

(F) *Public utility poles, telephone poles, trees, parking meters, benches and the like.* Signs are prohibited on public utility poles, telephone poles, trees, other natural objects, parking meter poles, benches, and refuse containers.

(G) *Pavement markings, other than traffic control.* Pavement markings of any kind other than for traffic control are prohibited.

(H) *Public morals, decency.* Signs, flags, or other decorations which contain statements, words, or pictures of obscene, indecent or immoral character such as will offend public morals or decency are prohibited.

(I) *Intentional denial of visual access.* Any sign located in such a way as to intentionally deny visual access to an existing sign is prohibited.

(J) *Billboards.* No billboards as defined in § 154.271(B)(1), shall hereafter be erected within the town.

(K) *Floodlights, signs; impairment of vision of roadway.* No floodlights or signs shall be erected or placed in such a manner as to impair driver vision on a roadway.

(L) *Public rights-of-way.* No sign shall be placed in a public right-of-way, except as set forth in § 154.272(B) or § 154.278.

(M) *Fire escapes, means of egress, ventilation.* No sign shall be erected, constructed, or maintained so as to obstruct any fire escape or any window or door or opening used as a means of egress or so as to prevent free passage from one part of a roof to any other part thereof. No sign shall be attached in any form, shape, or manner as to interfere with an opening required for legal ventilation.

(N) *Interchangeable letters.* Any sign with interchangeable letters, movable or removable, used for the

intent of advertising, information or any other use.

(O) *Law of State of North Carolina; violation.* No sign that violates any provision of any law of the State of North Carolina relative to outdoor advertising shall be erected or permitted.

(P) *Other signs; prohibited.* Any other sign which does not comply with the regulations of this subchapter shall be prohibited.

(Q) *Information boxes.* Information boxes in residential areas are not to be visible from the roadway.

(R) Signs on the roof of any building, with the exception of signs attached to canopy or cantilevered roofs in accordance with § 154.271(C)(1).

(S) *Sign spinner or sign twirler.* An individual or mechanism holding an advertising or similar promotional sign and using some form of action or movement, including but not limited to holding, rotating, spinning, twirling, or walking, to attract attention from the general public.

(1989 Code, Title V, Ch. 51, Art. XIX, § 1904) (Ord. passed 12-6-1983; Ord. passed 10-13-2009; Ord. 2013-04, passed 3-12-2013; Ord. 2016-03, passed 2-9-2016)

**§ 154.274 PERMANENT SIGNS.**

(A) *Standards for size, number, and duration of display period.* The following table shall govern the number and size of permanent signs, both attached and detached.

<i>District</i>	<i>Permanent Sign Size Permitted</i>	<i>Number of Permanent Signs</i>
<i>CS1</i>	See § 154.274(B) and (C)	See § 154.274(B) and (C)
<i>R1</i>	6 sq ft	1
<i>R2</i>	6 sq ft	1
<i>R3(A)</i>	See § 154.274(D)	1
<i>PS</i>	25 sq ft	1
<i>CS2</i>	See § 154.274(B) and (C)	See § 154.274(B) and (C)
<i>MP</i>	20 sq ft	1
<i>MH</i>	6 sq ft	1

(B) *Attached, permanent signs in the CS1 and CS2 Districts.*

(1) Shall not occupy more than 10% of the space on any one facade of a building with the maximum size of any single sign limited to 35 square feet.

(2) Window graphics including stained glass lettering or logos are in addition to the number of allowable signs set forth above, but shall not cover more than 10% of the total window area of the facade of the building in which the window signs are located.

(C) *Detached, permanent signs in the CS1 and CS2 Districts.*

(1) Shall be limited to a maximum of 60 square feet per sign.

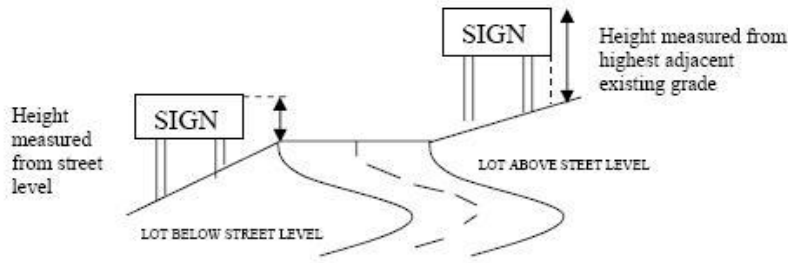
(2) *Number of detached signs in the CS1 and CS2 Districts.* The number of Detached, Permanent Signs in the CS1 and CS2 Districts shall be based on the total front footage of a single piece of property on each public road fronted upon:

(a) *One to 200 feet.* One sign.

(b) *Two hundred and one feet and above.* A maximum of two signs are permitted on any single road having road frontage adjoining the premises in excess of 201 feet. The two signs shall not be closer than 100 road frontage feet, with the exception that a sign is permitted at each of two separate drive entrances to said road. In the event the tract of land constitutes a corner lot which is adjacent to two separate public roads, signs are permitted for each public road according to the criteria set forth above.

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(D) *Detached permanent signs in all districts.* Sign height for detached, permanent signs, including support structure, shall not exceed 12 feet. For lots that lie above street level, height shall be measured from the highest adjacent existing grade. For lots that lie below street level, height shall be measured from street level. See illustration below.



(E) *Permanent signs in the R3(A) District.* The maximum size of permanent signs in the R3(A) district shall be based upon the size of the complex or entity to which the sign pertains. Such sizes are governed by the following table:

<i>Number of Dwelling Units</i>	<i>Allowable Sign Size</i>
5 or less	20 sq. ft.
6 - 15	25 sq. ft.
16 - 20	30 sq. ft.
21 and up	35 sq. ft.

\* When two or more complexes or entities share a sign support structure, each sign may be as large as their allowable limit, up to a maximum of 50 combined square feet.

(1989 Code, Title V, Ch. 51, Art. XIX, § 1905) (Ord. passed 6-8-1982; Ord. passed 12-6-1983; Ord. passed 10-22-1986; Ord. passed 11-18-1986; Ord. passed 9-10-1991; Ord. passed 11-12-1996; Ord. passed 10-13-2009; Ord. 2013-04, passed 3-12-2013; Ord. 2016-03, passed 2-9-2016)

**§ 154.275 ACCESSORY SIGNS.**

*Standards for size, number, and duration of display period.* The following table shall govern the number and size of accessory signs.

<i>District</i>	<i>Accessory Sign Size</i>	<i>Number of Accessory Signs</i>
CS1	6 sq. ft.	2
R1	0	0
R2	0	0
R3(A)	0	0
PS	6 sq. ft.	2
CS2	6 sq. ft.	2
MP	0	0
MH	0	0

(Ord. 2016-03, passed 2-9-2016)

**§ 154.276 SEMI-TEMPORARY SIGNS.**

*Standards for size, number, and duration of display period.* The following table shall govern the number and size of semi-temporary signs:

<i>District</i>	<i>Semi-Temporary (&lt; 1yr) Sign Size</i>	<i>Number of Semi-Temporary (&lt;1yr) Signs</i>
CS1	2 sq ft.	1
R1	2 sq ft.	1

R2	2 sq ft.	1
R3(A)	2 sq ft.	1
PS	2 sq ft.	1
CS2	2 sq ft.	1
MP	2 sq ft.	1
MH	2 sq ft.	1

(Ord. 2016-03, passed 2-9-2016)

**§ 154.277 TEMPORARY SIGNS.**

(A) *Standards for size, number, and duration of display period.* The following table shall govern the number and size of temporary (not greater than 14 days) signs.

<i>District</i>	<i>Temporary (&lt;14 days) Sign Size</i>	<i>Number of Temporary Signs</i>
CS1	See § 154.277(B)	See § 154.277(B)
R1	N/A	0
R2	N/A	0
R3(A)	See § 154.277(B)	See § 154.277(B)
PS	See § 154.277(B)	See § 154.277(B)
CS2	See § 154.277(B)	See § 154.277(B)
MP	See § 154.277(B)	See § 154.277(B)
MH	N/A	0

(B) Banners, Feather Banners, or temporary signs as defined by § 154.271(D)(4), being signs intended for display of a duration of not greater than 14 days may be erected provided that:

- (1) The size of any such sign shall not exceed 50 square feet in area.
- (2) The signs may not be illuminated.
- (3) The signs may be displayed for a period not to exceed 14 days.
- (4) A permittee may display only one banner or temporary sign at a time.
- (5) Banners or temporary signs may not be erected more than four separate and distinct times per year on a single property.

(1989 Code, Title V, Ch. 51, Art. XIX, § 1907) (Ord. passed 6-8-1982; Ord. passed 10-13-2009; Am. Ord. 2012-06, passed 7-10-2012; Ord. 2013-03, passed 3-12-2013; Ord. 2016-03, passed 2-9-2016)

**§ 154.278 SHORT-TERM SIGNS.**

*Standards for size, number, and duration of display period.* The following table shall govern the number and size of short-term (not greater than 48 hours) signs.

<i>District</i>	<i>Short Term (&lt;48 hours) Sign Size</i>	<i>Number of Short Term Signs</i>
CS1	See § 154.278	See § 154.278
R1	See § 154.278	See § 154.278
R2	See § 154.278	See § 154.278
R3(A)	See § 154.278	See § 154.278
PS	See § 154.278	See § 154.278
CS2	See § 154.278	See § 154.278
MP	See § 154.278	See § 154.278
MH	See § 154.278	See § 154.278

(A) Such signs must be located such that they in no way hinder driver visibility or otherwise create

hazards to driver or pedestrian safety.

(B) Signs shall not exceed two square feet in size.

(C) No temporary small scale event sign shall be higher than four feet above the adjacent road surface.

(D) If off-site signs are located in the town right-of-way, they may be no closer than four feet from the edge of the pavement or gravel roadway and shall not be spaced such that more than one sign is visible from any given point along the roadway. In no event may these signs be located in such a manner as to impair public safety by blocking visibility or access. The town reserves the right to move or remove any sign that is located in such a manner as to create a dangerous situation as determined by the town.

(E) If off-site signs are located on private property, only one sign per property is permitted. Written permission of the property owner must be obtained.

(F) Short term signs may not be erected on a single property more than once every seven days.

(G) Short term signs remaining erected longer than 48 hours or otherwise not meeting the criteria of this section may be removed by the town and a civil penalty established by the Town Council per sign may be assessed to the owner of the property to which the sign refers. The master schedule of fees is maintained in the Clerk's office.

(H) Short term signs complying with these regulations may be erected without a permit.  
(Ord. 2016-03, passed 2-9-2016; Ord. 2017-04, passed 2-14-2017)

**§ 154.279 TRANSITIONAL SIGNS.**

*Standards for size, number, and duration of display period.* The following table shall govern the number and size of transitional signs (signs erected for a maximum of a six month time period while permanent signs are being created).

<i>District</i>	<i>Transitional Sign Size</i>	<i>Number of Transitional Signs</i>
<i>CS1</i>	35 sq. ft.	2
<i>R1</i>	0	0
<i>R2</i>	0	0
<i>R3(A)</i>	0	0
<i>PS</i>	0	0
<i>CS2</i>	0	0
<i>MP</i>	0	0
<i>MH</i>	0	0

(A) Transitional signs may be permitted for a maximum time period of six months.

(B) The applicant for a transitional sign permit must provide proof that permanent sign(s) are being created to qualify for a permit.

(Ord. 2016-03, passed 2-9-2016)

**§ 154.280 MATERIAL AND STYLE.**

(A) *Permanent signs.*

(1) Colors shall be natural and subdued (muted earth tones are recommended) and shall blend in well with the natural surroundings. "Gold leaf" lettering is permitted. The Beech Mountain Color Chart, which shall be maintained in the office of the Town Manager or his or her designee, shall serve as a guideline.

(2) Fluorescent sign lettering and fluorescent background colors are prohibited.

(3) Signs shall not have light reflective backgrounds.

(4) A multi-faced sign shall have the same name and same message on all faces that are being used.

(5) Attached signs shall be routed, carved, sandblasted, shaded (painted), recessed or raised to provide a three-dimensional appearance.

(6) Detached signs shall be structurally self-supporting, and shall be routed, carved, sandblasted, recessed or raised to provide a three-dimensional appearance.

(7) All exposed surfaces shall be constructed of wood, stone, hammered copper, or high density urethane.

(8) All signs shall meet the standards for wind loads for the Beech Mountain area as contained in the

North Carolina State Building Code.

(B) *Accessory signs.* Accessory signs shall comply with the following:

(1) Accessory signs may be attached to buildings, attached to permitted permanent, detached, or stand-alone signs.

(2) Stand-alone accessory signs shall have a frame or support structure made of wood or material of similar strength and durability. "A-Frame" type signs are permitted.

(3) The message-bearing portion of attached signs shall be composed of chalkboards, markerboards, or other mediums of a permanent and durable nature that facilitate changeable messages.

(4) If situated within a building and subject to this ordinance by virtue of its visibility from beyond the boundaries of the property on which it is located, it is permissible for an accessory sign to be neon or internally lighted, provided that such signs are limited in size to two square feet and shall not have blinking or flashing lights, lights of changing intensity, or moving parts. No more than one internally lighted sign per property is permissible.

(5) Human signs as defined in Section 154.271(B)(10) shall not be displayed for more than two (2) consecutive days and on more than four (4) separate occasions per calendar year on a single property. No more than one (1) human sign may be displayed at a time on a single property. A sign permit from the Town of Beech Mountain shall be required for this type of signage.

(C) *Semi-temporary signs.* Semi-temporary signs shall meet the same requirements for material and style as permanent signs as specified above, with the exception that semi-temporary signs need not meet the criteria as specified for wind loads.

(D) *Temporary signs.*

(1) Temporary signs may be constructed of cloth, canvas, fabric, plastic, paper, vinyl, or other material.

(2) Fluorescent sign lettering and fluorescent background colors are prohibited.

(E) *Short-term signs.*

(1) Short term signs may be constructed of cloth, canvas, fabric, plastic, paper, vinyl, or other material.

(2) Fluorescent sign lettering and fluorescent background colors are prohibited.

(F) *Transitional signs.*

(1) Transitional signs may be constructed of cloth, canvas, fabric, plastic, paper, vinyl, or other material.

(2) Fluorescent sign lettering and fluorescent background colors are prohibited.

(1989 Code, Title V, Ch. 51, Art. XIX, § 1909) (Ord. passed 9-10-1991; Ord. passed 11-12-1996; Ord. passed 8-10-1999; Ord. passed 10-13-2009; Ord. 2016-03, passed 2-9-2016)

#### **§ 154.281 LIGHTING.**

(A) No sign shall contain any moving, flashing, or animated lights, or visible moving or movable parts.

(B) No sign shall have lighting from within the interior of the sign, with the exception of § 154.280(B) above.

(C) If illuminated, signs shall be illuminated by a white or amber light of reasonable intensity shielded and directed solely at the sign.

(1989 Code, Title V, Ch. 51, Art. XIX, § 1910) (Ord. passed 10-13-2009; Ord. 2016-03, passed 2-9-2016)

#### **§ 154.282 MAINTENANCE OF SIGNS.**

(A) All signs, supports, braces, poles, wires and anchors thereof shall be kept in good repair. They shall be maintained in clean and safe conditions, free from deterioration, missing parts and peeling paint. All signs must stand plumb and level. It shall be the responsibility of the sign owner to ensure that all commercial signs and all components thereof be kept in a state of good repair. Any sign not in accordance with these standards shall be deemed a nuisance and the following action may be taken:

(1) The Town Manager or his or her agent shall give written notice to the owner, specifying the sign indicated and telling what needs to be done to bring the sign into compliance;

(2) The owner of the sign shall respond to the notice within two weeks and shall have 30 days to complete said repairs. Additional time may be granted by the Town Manager when it has been clearly shown a hardship exists;

(3) When an emergency situation exists creating a public hazard, the town may remove or rectify the hazard at the owner's expense; and

(4) In the event a sign is damaged in excess of 60% of its reproduction value, such sign shall be restored or repaired only in compliance with the provisions of this subchapter.

(B) The owner of each sign shall be responsible for maintaining the area around such sign, including

cutting of weeds.

(C) All paint on a sign should blend together. When one item on a sign is painted over, sufficient paint shall be used so that the original item cannot be seen.

(1989 Code, Title V, Ch. 51, Art. XIX, § 1911) (Ord. passed 12- -1983; Ord. passed 12-6-1983; Ord. passed 11-12-1996; Ord. passed 10-13-2009; Ord. 2016-03, passed 2-9-2016)

**§ 154.283 OBSOLETE OR ABANDONED SIGNS.**

(A) Signs or parts of signs which advertise or pertain to a purpose which no longer exists shall be deemed to be an abandoned sign.

(B) Obsolete or abandoned signs are prohibited and shall be removed by the owner or his or her agent within 30 days of notice by the Town Manager or his or her agent.

(1989 Code, Title V, Ch. 51, Art. XIX, § 1912) (Ord. passed 10-13-2009; Ord. 2016-03, passed 2-9-2016)

**§ 154.284 NON-CONFORMING SIGNS.**

(A) *General.* Signs that are erected and are in place prior to the adoption of this subchapter and which do not conform to the provisions of this subchapter are declared non-conforming signs. A sign that is erected and that is in place and which conforms to the provisions of the sign subchapter at the time it is erected, but which does not conform to an amendment of this subchapter enacted subsequent to the erection of said sign is declared a non-conforming sign. Any sign erected after the passage of this subchapter must meet all the criteria within this subchapter including all amendments thereto.

(B) *Time frame.* Within the time frame for removal of non-conforming signs set out in this section, such signs:

- (1) Shall not be changed or replaced with another non-conforming sign or copy;
- (2) Shall not be expanded or relocated;
- (3) Shall not be re-established after damage or destruction in excess of 60% of the value at the time of damage or destruction; and
- (4) Shall not be modified in any way which increases their degree of non-conformity.

(C) *Removal of non-conforming signs.*

(1) All signs not conforming to all sections of this subchapter on the date of the enactment of this subchapter shall be removed, changed, or altered to conform to this subchapter within three years of the original enactment of this subchapter.

(2) All signs which are conforming at the time this subchapter is enacted, and which are made non-conforming as a result of an amendment to this subchapter, shall be removed, changed, or altered to conform to this subchapter within three years of the date said amendment was enacted.

(3) All signs which are located on property brought into the town pursuant to the voluntary annexation procedure set forth in G.S. Ch. 160A, Art. 4A, Part 2, and which are non-conforming, shall be removed, changed, or altered to conform to this subchapter within three years from the effective date of the annexation, unless otherwise specified as terms of the annexation.

(1989 Code, Title V, Ch. 51, Art. XIX, § 1913) (Ord. passed 10-12-1982; Ord. passed 12-6-1983; Ord. passed 10-8-1996; Ord. passed 10-13-2009; Ord. 2016-03, passed 2-9-2016)

**§ 154.285 SIGN PERMIT.**

(A) All signs erected within the town limits of Beech Mountain, with the exception of short-term signs and signs exempted from this section shall require a sign permit. Each application for a sign permit shall be accompanied by all applicable fees, as shall be established by the Town Council. Sign permits shall be issued by the Town Manager or his or her designee for signs in compliance. If a sign permit is denied, the decision may be appealed to the Board of Adjustment by submitting an application for administrative review together with the applicable fee within 30 days after the decision.

(B) Permits for semi-temporary signs are valid from the time obtained until the next April 1, but in no event shall such permit be valid for a time period of greater than one year. During the time period permitted, such sign may be transferred from property to property.

(C) Permits for temporary signs are valid from the time obtained for 14 days.

(1989 Code, Title V, Ch. 51, Art. XIX, § 1914) (Ord. passed 6-8-1982; Ord. passed 12-6-1983; Ord. passed 10-13-2009; Ord. 2016-03, passed 2-9-2016)

**§ 154.286 SEVERABILITY.**

If any section of this subchapter is held to be invalid or unenforceable, all other sections shall continue in full force and effect.

(1989 Code, Title V, Ch. 51, Art. XIX, § 1915) (Ord. passed 6-8-1982; Ord. passed 10-13-2009; Ord. 2016-03, passed 2-9-2016)

**§ 154.287 EFFECTIVE DATE.**

This subchapter is effective November 19, 1981.

(1989 Code, Title V, Ch. 51, Art. XIX, § 1919) (Ord. passed 10-13-2009; Ord. 2016-03, passed 2-9-2016)



## ORDINANCE

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**TO:** Mayor and Town Council  
**FROM:** Tim Holloman  
**DATE:** January 8, 2019  
**SUBJECT:** Public Hearing Animal Restraint proposed text amendment

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**FOR THE PURPOSE OF:**

leash restraint of domestic animals

**ATTACHED FOR YOUR CONSIDERATION:**

is a proposed text amendment to address difficulties arising from animals that are not restrained by a leash. The proposed language shall regulate, restrain, restrict or prohibit running, roaming or on-going at large of any domestic animals, including dogs and cats at-will; to ensure that animals are under the immediate control of his or her owner or custodian.

**SUPPORTING DOCUMENTS:**

Town of Beech Mountain current Animal and Bird Ordinance and proposed text amendment to Chapter 92: Animal and Bird Ordinance

**SIGNATURES:**

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**Town Manager**

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**Town Clerk**

## CHAPTER 92: ANIMAL AND BIRD ORDINANCE

### Section

#### *Animal Protection*

- 92.01 Prohibited
- 92.02 Exceptions

#### *Animal Control*

- 92.15 Purpose
- 92.16 Definitions
- 92.17 Registration
- 92.18 Inoculation
- 92.19 Collar and identification
- 92.20 Nuisances prohibited
- 92.21 Enforcement

#### *Specific Provisions*

- 92.35 Bird sanctuary
- 92.36 Wild animal control
  
- 92.99 Penalty

### **ANIMAL PROTECTION**

#### **§ 92.01 PROHIBITED.**

(A) It shall be unlawful if an owner:

- (1) Fails to provide adequate food and/or water for any animal;
- (2) Fails to provide adequate medical attention for any sick, diseased or injured animal; or

**Beech Mountain - General Regulations**

(3) Fails to provide adequate shelter for an animal wherein the animal can be protected from extremes of weather (heat, cold, rain and the like).

(B) It shall be unlawful if any person:

(1) Overworks or overdrives any animal causing physical pain, suffering or death;

(2) Beats, tortures, injures, torments, poisons or mutilates any animal causing physical pain, suffering or death;

(3) Promotes, stages, holds, manages, conducts, carries on or attends any game, contest, fight or combat between one or more animals or between animals and humans;

(4) Conveys any type of animal in a motor vehicle or in a wagon or trailer pulled by a motor vehicle, or in the back of a truck in such a way as to cause physical pain, suffering or death to the animal; or

(5) Places or confines any animal or allows an animal to be placed or confined in a motor vehicle under such conditions or for such a period of time as to endanger the health or well-being of the animal due to temperature, lack of food or drink, or such other conditions as may reasonably be expected to cause suffering or death.

(Ord. passed 8-11-1992; Ord. passed 9-8-1992) Penalty, see § 92.99

**§ 92.02 EXCEPTIONS.**

(A) *Transportation.* Nothing in this subchapter shall be deemed to prohibit the humane transportation of horses, cattle, sheep, poultry or other livestock in trailers or other vehicles designed, constructed and adequate for the size and number of animals being transported.

(B) *Euthanasia.* Nothing in this subchapter shall be construed to prohibit veterinarians from euthanizing dangerous, unwanted, injured or diseased animals in a humane manner.

(Ord. passed 8-11-1992; Ord. passed 9-8-1992)

*ANIMAL CONTROL*

**§ 92.15 PURPOSE.**

Pursuant to the authority granted by G.S. § 160A-186, this subchapter is enacted to protect the public from unvaccinated, stray, roaming or dangerous dogs, and to make unlawful acts of dogs that interfere with the enjoyment of property or the peace and safety of the community.  
(Ord. passed 8-11-1992; Ord. passed 9-8-1992)

**§ 92.16 DEFINITIONS.**

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

***ANIMAL AT LARGE.*** Any dog off the premises of his or her owner and not under the immediate control of his or her owner or his or her custodian. A dog without a physical restraint (i.e. leash) that fails to immediately respond to the verbal commands of his or her owner or his or her custodian shall be deemed to be ***NOT UNDER IMMEDIATE CONTROL.***

***DOG.*** Both male and female of the canine species.

***IDENTIFIABLE ANIMAL.*** Both male and female of the canine species wearing a collar to which is affixed a metal registration tag bearing the number issued by the town and a metal rabies inoculation tag.

***OWNER.*** Any person, firm, association or corporation owning, keeping or harboring a dog.

***UNIDENTIFIABLE ANIMAL.*** Both male and female of the canine species with or without a collar but to which is not attached the valid metal tags defined in "identifiable animal" above or the owner or custodian of which cannot be found after reasonable efforts by the Police Department of the town.  
(Ord. passed 8-11-1992; Ord. passed 9-8-1992)

**§ 92.17 REGISTRATION.**

(A) All dogs over four months in age that are kept within the corporate limits of the town for a period of more than 30 days shall be registered.

(B) Registration shall consist of the completion of a form identifying the animal, setting forth the name, address and telephone number of the owner, and attesting, with proof thereof, the inoculation of the dog as provided for herein.

**Beech Mountain - General Regulations**

(C) Each dog will be given a serial number and the town shall issue a metal registration tag for a fee of established by the Town Council. The master schedule of fees is maintained in the Clerk's office.

(D) The town in its discretion may allow the owner of the dog up to 72 hours after registration to provide the necessary proof of inoculation.  
(Ord. passed 8-11-1992; Ord. passed 9-8-1992; Ord. 2017-04, passed 2-14-2017)

**§ 92.18 INOCULATION.**

(A) As a condition to issuance of a registration tag as provided for herein, all dogs over the age of four months shall have a current inoculation against rabies (hydrophobia) by a licensed veterinarian.

(B) A rabies inoculation shall be deemed current for a dog if two inoculations have been given one year apart and booster doses of rabies vaccine administered every three years thereafter.

(C) Every owner of a dog shall have written evidence signed by the veterinarian, and a metal inoculation tag indicating year of inoculation, as proof of inoculation at the time of registration.  
(Ord. passed 8-11-1992; Ord. passed 9-8-1992)

**§ 92.19 COLLAR AND IDENTIFICATION.**

(A) All dogs over four months in age kept within the town for a period of more than 30 days shall be properly identified by a collar with the metal registration tag and veterinarian inoculation tag with year of inoculation firmly affixed thereto.

(B) The dog so identified shall be classified as an "identifiable animal" under this subchapter when and only when wearing the collar and tags.  
(Ord. passed 8-11-1992; Ord. passed 9-8-1992)

**§ 92.20 NUISANCES PROHIBITED.**

It shall be unlawful for any owner to keep or harbor a dog within the corporate limits of the town that is a public nuisance. *PUBLIC NUISANCE* is defined to be:

(A) Any animal found at large;

(B) Any dog that is off the premises of his or her owner and which chases, threatens, snaps at or attacks a person or motor vehicle;

(C) Any dog which turns over a garbage container, or damages a garden (flower or vegetable);  
and/or

(D) Any dog which excessively or continually barks while outdoors.  
(Ord. passed 8-11-1992; Ord. passed 9-8-1992) Penalty, see § 92.99

**§ 92.21 ENFORCEMENT.**

(A) The owner of a dog that violates §§ 92.17, 92.18 or 92.19 hereof shall be issued a written warning by the town for the first violation. The owner of a dog who violates §§ 92.17, 92.18 or 92.19 hereof more than once shall be subject to a civil penalty in the amount of \$100 for each such violation to be recovered by the town.

(B) Any violation of § 92.20 shall subject the owner of the dog to a civil penalty in the amount of \$100, plus court costs and attorney's fees, to be recovered by the town.

(C) In the event that a violation of § 92.20 causes any type of physical injury to a person, the owner of the dog causing the injury shall be subject to a civil penalty of \$500, plus court costs and attorney's fees, for each such violation, instead of the \$100 penalty per violation described in division (B) above, to be recovered by the town.

(D) Any dog that is off the premises of his or her owner, and chases, snaps at or attacks a person; and causes physical injury to a person, more than once, shall be destroyed.

(E) Notwithstanding divisions (A) through (D) above, this subchapter may be enforced by appropriate equitable remedies issued from a court of competent jurisdiction.

(F) In the event it is necessary for the town to institute a civil action to collect a civil penalty for a violation of any provision of this subchapter, the offender shall pay all court costs and reasonable attorney's fees incurred by the town.  
(Ord. passed 8-11-1992; Ord. passed 9-8-1992; Ord. passed 12-8-1992)

***SPECIFIC PROVISIONS***

**§ 92.35 BIRD SANCTUARY.**

(A) The area embraced within the corporate limits of the town and all lands owned or leased by the town outside the corporate limits, are hereby designated as a bird sanctuary.

(B) It shall be unlawful to trap, hunt or otherwise kill, within the sanctuary established by division (A) above, any domestic or wild bird; provided, that in accordance with G.S. § 160A-188, it shall be lawful to trap, hunt, shoot or otherwise kill starlings, English sparrows, blackbirds (except red wing blackbirds) and other birds having an "unprotected" status under the law.

(C) The Town Manager is authorized to erect signs giving notice of the regulations herein provided, at places and of such a design as may be approved by the Town Council.  
(1989 Code, Title VI, Ch. 62) Penalty, see § 92.99

#### § 92.36 WILD ANIMAL CONTROL.

It is unlawful for any resident, business or visitor to the town to feed any bear on Beech Mountain.  
(1989 Code, Title VI, Ch. 80, § 1) Penalty, see § 92.99

#### § 92.99 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to Chapter 11, § 11.01 of this code.

(B) (1) Violation of any provision of §§ 92.01 through 92.02 shall subject the offender to a civil penalty of \$500 to be recovered by the town.

(2) Each day's continuing violation of any provision of §§ 92.01 through 92.02 shall be a separate and distinct offense.

(3) Sections 92.01 through 92.02 may be enforced by appropriate equitable remedies issuing from a court of competent jurisdiction.

(C) The violation of § 92.35 shall constitute a misdemeanor punishable upon conviction by a fine not to exceed \$50 as provided in G.S. § 14-4.  
(1989 Code, Title VI, Ch. 62)

(D) (1) Violation of any provision of § 92.36 shall subject the offender to a civil penalty of \$1,000 to be recovered by the town.

(2) Each day's continuing violation of any provision of § 92.36 shall be a separate and distinct offense.

(1989 Code, Title VI, Ch. 80, § 3) (Ord. passed 8-11-1992)

**Ordinance No. 2018-\_\_**

**TOWN OF BEECH MOUNTAIN**

**AN ORDINANCE TO AMEND CHAPTER 92: ANIMAL AND BIRD  
ORDINANCE**

**WHEREAS**, the town of Beech Mountain is a Municipal Corporation and political subdivision of the State of North Carolina; and

**WHEREAS**, the Town of Beech Mountain desires to maintain a high standard for the quality life for its citizens, visitors, and guests; and

**WHEREAS**, North Carolina General Statute § 160A-174 authorizes the Town of Beech Mountain to enact ordinances and regulations to promote the health, welfare, and safety of the Town of Beech Mountain; and

**WHEREAS**, North Carolina General Statute § 160A-186 authorizes the Town of Beech Mountain to enact ordinances to regulate, restrict, or prohibit the keeping, running, or going at large of any domestic animals, including dogs and cats; and

**WHEREAS**, the Town of Beech Mountain currently has an ordinance regulating animal control in Chapter 92 of its Code of Ordinances; and

**WHEREAS**, the Town of Beech Mountain reaffirms that it wishes to make unlawful the acts of animals that interfere with the enjoyment of property or the peace and safety of the community; and

**WHEREAS**, the Town of Beech Mountain has experienced difficulties arising from animals that are not restrained by a leash; and

**WHEREAS**, requiring that animals are properly restrained by a leash would ensure that animals are under the immediate control of his or her owner or custodian; and

**WHEREAS**, the Town of Beech Mountain desires to enact an ordinance requiring owners and custodians of animals to have physical restraint of such animals, and to amend its current code so that it is in conformity with such ordinance.

NOW THEREFORE be it resolved by the Town Council of the Town of Beech Mountain as follows:

SECTION I. Title IX, Chapter 92, Section 22: Animal Restraint, of the Town of Beech Mountain Code of Ordinances is hereby amended to include the following:

§ 92.22 Animal Restraint.

(A) Every person owning or having possession, charge, care, custody or control of any animal shall keep such animal exclusively upon that individual's real property. However, such animal may be off the owner's real property if it is under the direct control of a person and physically restrained by a chain, leash or harness of sufficient strength and condition to effectively restrain the animal and held in the hand of said person.

(B) If a responsible adult is physically outside on the land where the owner of the animal resides, and the animal is under the person's direct control and is obedient to that person's commands, then this section shall not apply during the duration of time the animal is in the company and under the control of that adult and the animal is on the premises.

(C) If an animal is kept on the premises by a fence, the fence must be adequate to contain the animal. If such fence is an effective, working invisible fence, then there must be a visible, permanent sign on the premises stating that there is an invisible fence.

SECTION II. Title IX, Chapter 92, Section 16, Definitions, of the Town of Beech Mountain Code of Ordinances is hereby amended as follows:

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**ANIMAL AT LARGE.** Any dog off the premises of his or her owner and not under its owner or custodians immediate control by means of physical restraint by a chain, leash or harness of sufficient strength and condition to effectively restrain the animal and held in the hand of said person.

DOG. Both male and female of the canine species.

IDENTIFIABLE ANIMAL. Both male and female of the canine species wearing a collar to which is affixed a metal registration tag bearing the number issued by the town and a metal rabies inoculation tag.

OWNER. Any person, firm, association or corporation owning, keeping or harboring a dog.

RESPONSIBLE ADULT. An individual 18 years of age or older and able to physically control the animal.

UNIDENTIFIABLE ANIMAL. Both male and female of the canine species with or without a collar but to which is not attached the valid metal tags defined in "identifiable animal" above or the owner or custodian of which cannot be found after reasonable efforts by the Police Department of the town.

SECTION III. CODIFICATION. The provisions of Sections I and II of this Ordinance shall be published as appropriate in the Town of Beech Mountain Code of Ordinances as soon as practicable.

SECTION IV. SEVERABILITY CLAUSE. If any section, part or provision of this Ordinance is declared unconstitutional or invalid by a court of competent jurisdiction, then it is expressly provided and it is the intention of the Town Council in passing this Ordinance that its parts shall be severable and all other parts of the Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and publication according to law.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the Town Council of Beech Mountain, North Carolina, at which a quorum was present and which was held on the \_\_\_\_ day of \_\_\_\_\_, 2018.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Renee D. Castiglione, Mayor

Attest:

\_\_\_\_\_ (SEAL)  
Tamara Mercer, Town Clerk





**Town of Beech Mountain Board Members**

Board Name	Name	Title	Term Expires	Email	P	Phone	Street Address	City, State, Zip
Town Council	Renee Castiglione	Mayor	Dec-19	<a href="mailto:mayor@townofbeechmountain.com">mayor@townofbeechmountain.com</a>	home	828-387-4533	104 Wild Turkey Lane	Beech Mtn, NC 28604
Town Council	Barry Kaufman	Vice Mayor	Dec-21	<a href="mailto:bkaufman@townofbeechmountain.com">bkaufman@townofbeechmountain.com</a>	home	828-387-2274	117 Thistle Lane	Beech Mtn, NC 28605
Town Council	Carl Marquardt	Council Member	Dec-19	<a href="mailto:cmarquardt@townofbeechmountain.com">cmarquardt@townofbeechmountain.com</a>	home	828-387-4246	500 Beech Mountain Pkwy	Beech Mtn, NC 28606
Town Council	Weidner Abernethy	Council Member	Dec-21	<a href="mailto:wabernethy@townofbeechmountain.com">wabernethy@townofbeechmountain.com</a>	cell	828-387-2099	PO Box 783	Hudson, NC 28638
Town Council	Wendel Sauer	Council Member	Dec-19	<a href="mailto:wsauer@townofbeechmountain.com">wsauer@townofbeechmountain.com</a>	home	828-387-4165	203 Pinnacle Ridge Rd	Beech Mtn, NC 28604

Board Name	Name	Title	Term Expires	Email	P	Phone	Street Address	City, State, Zip
Planning Board	Pete Chamberlin	Chairman	Dec-19	<a href="mailto:peterk@skybest.com">peterk@skybest.com</a>	home	828-387-2674	113 Christie Way	Beech Mtn, NC 28604
Planning Board	John Hoffman	Vice Chairman	Dec-20	<a href="mailto:jfire9104@hotmail.com">jfire9104@hotmail.com</a>	home	828-387-2420	100 Doe Lane	Beech Mtn, NC 28604
Planning Board	Joseph Antonell	Board Member	Dec-19	<a href="mailto:jmantonell@gmail.com">jmantonell@gmail.com</a>	home	828-387-9352	484 St. Andrews Rd	Beech Mtn, NC 28604
Planning Board	Sandy Carr	Board Member	Dec-18	<a href="mailto:sandyc@beechmtn.club">sandyc@beechmtn.club</a>	cell	954-931-1810	505 Pine Ridge Rd	Beech Mtn, NC 28604
Planning Board	Robert Cavagnaro	Board Member	Dec-20	<a href="mailto:rcavagnaro@gmail.com">rcavagnaro@gmail.com</a>	home	828-387-7858	129 Wintergreen Way	Beech Mtn, NC 28604

Board Name	Name	Title	Term Expires	Email	P	Phone	Street Address	City, State, Zip
Board of Adjustment	Bill Hagna	Chairman	Dec-18	<a href="mailto:bhagna@skybest.com">bhagna@skybest.com</a>	home	828-387-2087	P.O. Box #1535	Banner Elk, NC 28604
Board of Adjustment	Fred France	Vice Chairman	Dec-20	<a href="mailto:ffrance@cep-express.com">ffrance@cep-express.com</a>	home	828-387-2144	108 Lower Grouse Ridge Rd	Beech Mtn, NC 28604
Board of Adjustment	Ron Nichols	Board Member	Dec-19	<a href="mailto:ronaldj1435@hotmail.com">ronaldj1435@hotmail.com</a>	home	828-387-9394	111 Locust Ridge Rd	Beech Mtn, NC 28604
Board of Adjustment	Alan Holcombe	Board Member	Dec-18	<a href="mailto:alan@beechmountain.com">alan@beechmountain.com</a>	home	828-387-4794	500 Beech Mountain Pkwy	Beech Mtn, NC 28604
Board of Adjustment	Therese Barry	Board Member	Dec-20	<a href="mailto:tbarriewing@hotmail.com">tbarriewing@hotmail.com</a>	home	828-387-4358	100 Squirrel Lane	Beech Mtn, NC 28604
BOA - 1st Alternate	Lee Wittman	1st Alternate	Dec-19	<a href="mailto:lwittmann@skybest.com">lwittmann@skybest.com</a>	home	828-387-9722	102 Rainbow End	Beech Mtn, NC 28604
BOA - 2nd Alternate	Peter Patton	2nd Alternate	Dec-18	<a href="mailto:lurs.freak@hotmail.com">lurs.freak@hotmail.com</a>	home	828-387-2842	900 Charter Hills Rd	Beech Mtn, NC 28604
BOA - 3rd Alternate	Cindy Keller	3rd Alternate	Dec-20	<a href="mailto:emeraldreality@skybest.com">emeraldreality@skybest.com</a>	work	828-387-2000	100 Village Creek Rd	Beech Mtn, NC 28604

Town Council Municipal Election: November 2017

Page 1 of 2

Town Council Board Appointment(s): January 9, 2018



### Town of Beech Mountain Board Members

Board Name	Name	Title	Term Expires	Email	P	Phone	Street Address	City, State, Zip
Tourism Development Authority	Judy Decker	Chair	Dec-19	<a href="mailto:ssasi121@charter.net">ssasi121@charter.net</a>	cell	423-957-9851	301 Pinnacle Inn Rd	Beech Mtn, NC 28604
Tourism Development Authority	Calder Smoot	Vice Chairperson	Dec-18	<a href="mailto:caldersmoot@yahoo.com">caldersmoot@yahoo.com</a>	office	828-387-4211	608 Beech Mountain Pkwy	Beech Mtn, NC 28604
Tourism Development Authority	Phyllis Winter	Board Member	Dec-18	<a href="mailto:phyllis.winter@yahoo.com">phyllis.winter@yahoo.com</a>	cell	940-268-6230	104 Pond Creek Lane	Beech Mtn, NC 28604
Tourism Development Authority	Larry Watren	Board Member	Dec-19	<a href="mailto:lwatren@gmail.com">lwatren@gmail.com</a>	cell	321-960-7600	3363 Beech Mountain Pkwy	Beech Mtn, NC 28604
Tourism Development Authority	James "Jimmy" Accardi II	Board Member	Dec-18	<a href="mailto:accardjis@appstate.edu">accardjis@appstate.edu</a>	cell	828-260-3256	303 Charter Hill Rd	Beech Mtn, NC 28604

Board Name	Name	Title	Term Expires	Email	P	Phone	Street Address	City, State, Zip
Tree Board	Tony Hunter	Board Member	Dec-18	<a href="mailto:tres@htsinc.biz">tres@htsinc.biz</a>	office	828-753-3320	1731 Beech Mountain Rd	Elk Park, NC 28622
Tree Board	Jeff Fish	Board Member	Dec-19	<a href="mailto:jefffish7@gmail.com">jefffish7@gmail.com</a>	cell	678-654-5607	301 Pinnacle Inn Rd	Beech Mtn, NC 28604
Tree Board	Susie Knepla	Board Member	Dec-18	<a href="mailto:sknepla@gmail.com">sknepla@gmail.com</a>	home	828-387-3683	1409 Beech Mountain Pkwy	Beech Mtn, NC 28604
Tree Board	Riley Pudney	Board Member	Dec-19	<a href="mailto:rileypudney@gmail.com">rileypudney@gmail.com</a>	cell	828-387-1492	143 Teaberry Trail	Beech Mtn, NC 28604
Tree Board	VACANT	Board Member	Term expires Dec-2018					

Board Name	Name	Title	Term Expires	Email	P	Phone	Street Address	City, State, Zip
Recreation Committee	Fred Pfohl	Chairperson	Dec-20	<a href="mailto:fred@fredsgeneral.com">fred@fredsgeneral.com</a>	office	828-387-4838	501 Beech Mountain Pkwy	Beech Mtn, NC 28604
Recreation Committee	Barbara Piquet	Board Member	Dec-20	<a href="mailto:bpiquet@yahoo.com">bpiquet@yahoo.com</a>	home	828-387-2484	121 Hollow Tree Lane	Beech Mtn, NC 28604
Recreation Committee	Gloria Alge	Board Member	Dec-20	<a href="mailto:algergl@aol.com">algergl@aol.com</a>	home	828-387-4316	136 Grassy Gap Loop Rd	Beech Mtn, NC 28604
Recreation Committee	Loretta "Willie" Wagner	Board Member	Dec-18	<a href="mailto:lw1820@msn.com">lw1820@msn.com</a>	home	828-387-2329	206 N. Pinnacle Ridge Rd	Beech Mtn, NC 28604
Recreation Committee	Rory Ellington	Board Member	Dec-18	<a href="mailto:rrellington@outlook.com">rrellington@outlook.com</a>	office	828-387-4487	P.O. Box 565	Beech Mtn, NC 28604
Recreation Committee	Nancy Owen	Board Member	Dec-18	<a href="mailto:nancyowen@skybest.com">nancyowen@skybest.com</a>	home	828-387-2466	105 Spicewood Lane	Beech Mtn, NC 28604
Recreation Committee	Peter "Jeff" Fabri	Board Member	Dec-20	<a href="mailto:pfabri@health.usf.edu">pfabri@health.usf.edu</a>	home	813-382-8475	113 Black Birch Lane	Beech Mtn, NC 28604



# REPORT

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**TO:** Town Council  
**FROM:** Bob Pudney  
**DATE:** January 8, 2019  
**SUBJECT:** Fire Department Monthly Report

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**FOR THE PURPOSE OF:**  
Fire Department Report to Council.

**SIGNATURES:**

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**Town Manager**

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**Town Clerk**

**BEECH MOUNTAIN FIRE DEPARTMENT  
Monthly Report  
December 31, 2018**

<b>EVENT</b>	<b>THIS PERIOD</b>	<b>SAME PERIOD LAST YEAR</b>	<b>FISCAL YTD</b>
FIRE CALLS	8	11	44
MEDICAL CALLS	10	12	58
FIRE SAFETY INSPECTIONS	1	1	8
PUBLIC EDUCATION	0	0	3
FIRE HYDRANT INSPECTIONS	0	0	1
TRAINING HOURS	313	294	1413
MEETINGS	8	7	47

**COMMENTS:**

Membership Recruitment Program.

Addressing Project Underway

QRV 9503 Placed in service

**Goals Next Period:**

Equipment Maintenance

ICE rescue Training

Budget Preparations



# REPORT

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**TO:** Town Council  
**FROM:** Preston Yates  
**DATE:** January 8, 2019  
**SUBJECT:** Planning and Inspections Report 2018-12

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**FOR THE PURPOSE OF:**  
Planning and Inspections Reports for December 2018

**SIGNATURES:**

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**Town Manager**

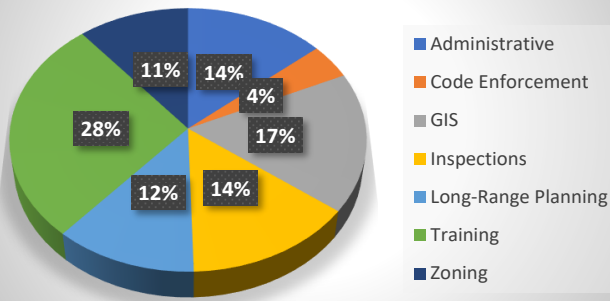
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**Town Clerk**

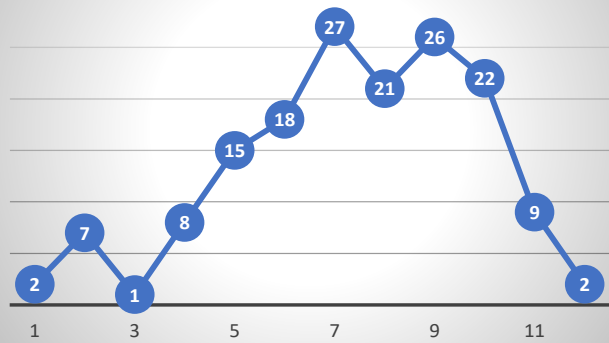
TOWN OF BEECH MOUNTAIN						
Monthly Report						
Department of Building Inspections						
December-2018						
<b>1. Number of Inspections</b>						
	This Month	Last Month	Same Month Last Year	This Fiscal Year to Date	Last Fiscal Year to Date	Calendar Year to Date
Building	10	20	20	181	144	270
Electrical	7	10	11	55	37	111
Plumbing	5	4	10	30	34	69
Htg/Air & Misc.	17	14	13	83	44	132
<b>2. Permits Issued</b>						
No. Issued	5	14	10	105	130	177
Value	43,960.00	84,549.00	73,000.00	1,675,986	1,510,687	4,001,226
Permit Fees	432.00	1,040.00	1,736.40	17,025	24,869.57	38,692
<b>3. Nature of Building Permits</b>						
# of Permits	Type	Address	Total Fees	Valuation	New Bldgs FY to Date	New Bldgs Last FY to Date
	New Single Family				0	0
	New Multi-Family				0	0
	New Commercial				0	0
5	Other	Various	432.00	43,960.00		
5			432.00	43,960.00		
<b>4. Notable Permits</b>						
Type	Address	Description			Valuation	Fees
<b>5. Building Valuation</b>						
This Fiscal Year to Date:		1,675,985.50		This Calendar Year to Date:		4,001,226.26
Last Fiscal Year to Date:		1,510,687.19		Last Calendar Year to Date:		2,924,389.74

**TOWN OF BEECH MOUNTAIN**  
**PLANNING AND ZONING MONTHLY REPORT**  
 December-2018

**Time Allocation**



**Tree Permits**



**Summary and Highlights**

**Long-Range Planning:**

- Mailed survey notice postcards and included flyer in utility bill
- Monitoring progress of citizen survey
- 281 survey responses as of 1/1/2018

**Zoning:**

- Sign Ordinance Amendment developed with workgroup

**Permitting and Inspections:**

- Attended training for Electrical and Building Code updates

**GIS:**

- Updating and organizing GIS database - new parcel layer from County





# REPORT

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**TO:** Mayor & Town Council  
**FROM:** Tim Barnett  
**DATE:** January 8, 2019  
**SUBJECT:** Police Department Monthly Agenda Report

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**FOR THE PURPOSE OF:**  
Police Dept. Monthly Report to Town Council

**SIGNATURES:**

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**Town Manager**

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**Town Clerk**



**Activity Log Yearly Summary Totals**  
**Beech Mountain Police Department**  
**January 1, 2018 through December 31, 2018**

<i>Call Type</i>	<i>2017</i>	<i>2018</i>	<i>Call Type</i>	<i>2017</i>	<i>2018</i>
<b>Provide Assistance</b>			<b>Traffic Related</b>		
Assist Fire Department	28	34	Driving While Impaired	6	7
Assist Investigation	11	0	Improper Parking	34	33
Assist Other Agency	98	64	Stationary/Directed Patrol	52	62
Assist Town Dept/Business	18	91	Traffic Control	19	8
Assist Home Owner	41	50	Vehicle Accidents	48	49
Assist Motorist	263	292	Vehicle Stops	165	74
Assist Other Officer	161	104			
Escort	338	503	<b>Law Enforcement Calls</b>		
Medical Calls	67	49	911 Hang Ups	39	28
			Alarms	116	119
<b>Daily Checks</b>			Breaking & Entering	6	11
Business Checks	10,771	11,299	Domestic Complaints	26	30
Care Track Test	1	73	Fight	0	5
Security Checks	1,868	1,036	Fire Works Violations	14	4
Residence Checks	1,865	1,153	Fraud	3	1
Welfare Check	41	50	Hit & Run	4	3
			Intoxicated/Drunk & Disruptive	10	3
<b>Service Calls</b>			Investigation	16	21
Animal Control Domestic/Wildlife	62	70	Larceny	22	17
Calls For Service	254	277	Mental Subject	3	6
Deliver Letter/Message	31	33	Missing Person	14	5
Found Property	4	5	Noise Disturbance/Loud Music	22	28
Other	0	0	Open Door/Open Window	23	27
Recreation/Town Deposit	86	98	Prowler	0	6
			Shots Fired/Sound of Shots Fired	9	3
<b>Action Taken</b>			Ski Pass Violation	0	0
Court	32	22	Suspicious Vehicle	34	73
Felony Arrest	6	1	Trespassing	46	52
Misdemeanor Arrest	22	9	Vandalism	6	8
State Citations	65	57			
Town Ordinance Violations	5	6	<b>Community Policing</b>		
Verbal Warning	73	50	Community Policing Contacts	2,165	3,937
Warning Citations	14	21	Community Events	40	39
Warrant Service	8	12			
<b>2017 Event Totals: 19,237</b>			<b>2018 Event Totals: 20,194</b>		



# REPORT

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**TO:** Mayor and Town Council  
**FROM:** Daniel Davis  
**DATE:** January 8, 2019  
**SUBJECT:** UTILITY DEPARTMENT MONTHLY REPORT

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**FOR THE PURPOSE OF:**

Monthly flow reporting for the water and wastewater plants

**SUPPORTING DOCUMENTS:**

December 2018 Utility Flow Totals

**SIGNATURES:**

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**Town Manager**

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**Town Clerk**

Town of Beech Mountain  
Water Treatment Monthly Operation Report

December 2018 flow totals:                   MG 13.49  
   MGD AVG .435  
   MGD MIN .327  
   MGD MAX .738

All Bacteria samples taken were absent of Coliform Bacteria.

All daily tests are in compliance.

Below are the annual results in total for the 2018 Calendar year. These totals reflect water withdrawn from the lake.

WTP Town of Beech Mtn. Yearly Average 2018

	Average	Max	Min	Total
January	0.402	0.913	0.276	12.610
February	0.346	0.431	0.238	9.678
March	0.294	0.393	0.197	9.121
April	0.288	0.390	0.181	8.633
May	0.355	0.592	0.256	11.005
June	0.399	0.533	0.311	11.966
July	0.424	0.576	0.356	13.153
August	0.407	0.728	0.318	12.619
September	0.421	0.627	0.342	12.618
October	0.503	0.825	0.404	15.591
November	0.416	0.723	0.038	12.478
December	0.435	0.738	0.327	13.490
Year Avg.		0.391		
Year Max.		0.913		
Year Min.		0.038		
Year Total Flow				142.962

WASTEWATER DEPARTMENT MONTHLY FLOW TOTALS

December 2018

Pond Creek Wastewater Treatment Plant	Total Flow	5.716 MG
	Avg. Flow	0.184 MGD
	Limit	.400 MGD

Grassy Gap Wastewater Treatment Plant	Total Flow	2.266 MG
	Avg. Flow	0.073 MGD
	Limit	0.080 MGD





# REPORT

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**TO:** Mayor and Town Council  
**FROM:** Kate Gavenus  
**DATE:** January 8, 2019  
**SUBJECT:** TDA Report

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**FOR THE PURPOSE OF:**

This report provides highlights of the marketing and PR activities of the TDA, results, and goals.

**SIGNATURES:**

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**Town Manager**

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**Town Clerk**

## Report to Town Council January 2019

### PR/Marketing:

The Destination Magazine published an article about the Town of Beech Mountain in their December edition, and it's the #1 story this month. Read it here:

<https://thedestinationmagazine.com/beece-mountain-eastern-americas-highest-town/>

TV station WBIR mentioned their piece Beech Mountain's Land of Oz among their "favorite things" of 2018: <https://www.wbir.com/video/news/local/moments/a-moment-with-the-cowardly-lion/51-8243456>

Unsolicited articles appeared in the Watauga Democrat and High Country Press regarding our giant Christmas ornament. The High Country Press story can be read here:

<https://www.hcpress.com/news/beece-mountains-new-ornament.html>

WBTV Channel Three did a nice piece about a white Christmas (look for Brick Oven and the Town Sledding Hill) which can be seen here: [www.wbvtv.com/2018/12/24/plenty-snow-ground-some-mountain-towns-mean-white-christmas-them/](http://www.wbvtv.com/2018/12/24/plenty-snow-ground-some-mountain-towns-mean-white-christmas-them/)

Beech Mountain was also covered by the Atlanta Journal Constitution in their "Getaways" section, the Asheville Citizen-Times and had listings in the calendar of events for Our State Magazine.

Digital media is currently focusing on two groups—millennials looking for winter sports venues and families with young children looking for family-friendly getaways—with different campaigns. The Atlanta billboard, which features current information about snowfall, is live.

### Results:

**November Occupancy tax** collection totaled **\$26,850**. The total occupancy tax collection is **48.99% greater than last year's** collection of \$18,021.

**December visitors to the Visitor Center totaled 1898**; last year, we saw 2390 people during the same time period.

Our online visitors are mainly from North Carolina, Florida, Georgia, South Carolina and Tennessee. Top pages viewed are Lodging (# 1, 3, 4), Things to do/Sledding, Things to do (general), Things to do/Skiing, Things to do/Wintersports, and Things to do/Tubing.

During the holiday period between Christmas and New Year's Eve every rental unit on the mountain was booked.

## **Steps toward Goals**

### **Goal # 1: Support Existing Businesses within the Town of Beech Mountain**

- Met with Asheville Chamber regarding programs to retain existing businesses and issues around short-term rentals regulations and tax collection
- Maintained database of availability which was shared among lodging partners to maximize occupancy during the holiday period
- Attended the grand opening of the Beech Mountain Resort's new ski lifts and spoke with local media about all the activities going on in the Town and the resort for winter

### **Goal # 5: Develop promotions on Beech Mountain to expand tourism into the low season**

- Discussed the Skateboarding Downhill event with officials in Ashe County to determine the possibility of increased visibility or revenue, the cost of local buy-ins for such an event, and any issues that the Town should consider

### **Goal # 6: Connect Beech Mountain to other tourism and economic development organizations in the area and the state**

- Shared revenue data with Watauga, Blowing Rock and Boone TDAs to determine trends for the region as compared to individual areas
- Met with High Country Host Director to work on late winter/spring marketing options for the region
- Talked with the Sugar Mountain TDA regarding revenues, goals for the two towns and general expenditure information





# REPORT

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**TO:** Mayor and Town Council  
**FROM:** Sean Royall  
**DATE:** January 8, 2019  
**SUBJECT:** December 2018 Recreation Department Report

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**ATTACHED FOR YOUR CONSIDERATION:**

Monthly Parks and Recreation report

**SIGNATURES:**

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**Town Manager**

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**Town Clerk**

# BEECH

## PARKS & RECREATION

### December Recreation Report

#### Facility Report

Finance Report

Total Monthly Revenue	\$3,187.75
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#### Check-In Report

Member Visits	335
Non-Member Visits	305

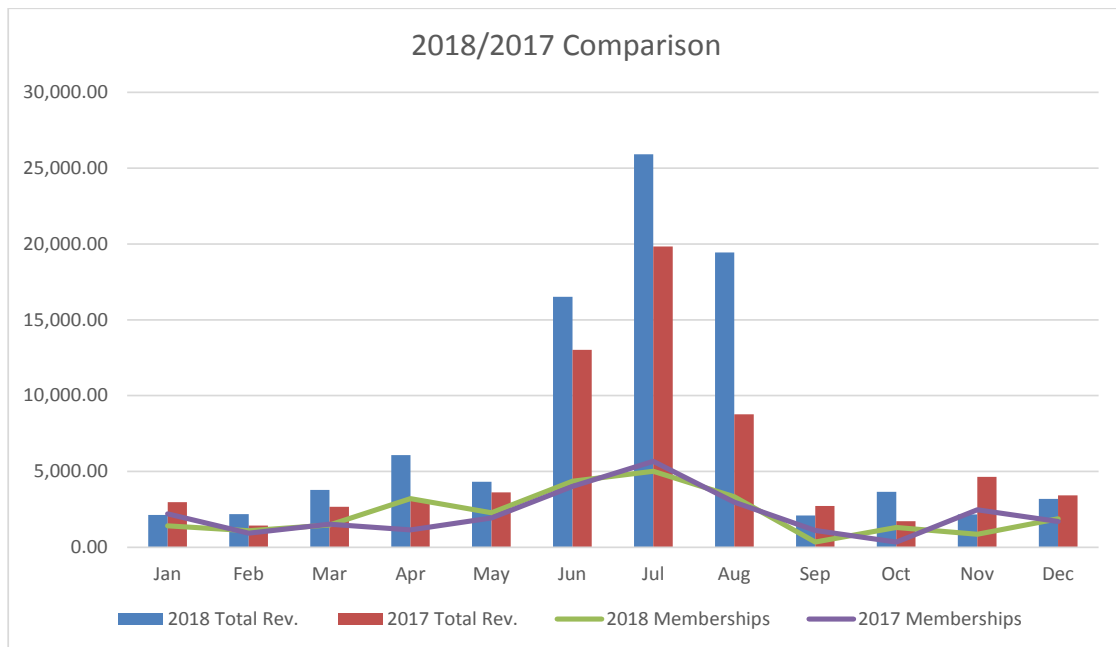
#### Membership Report

Total Memberships - \$1,880.00 (Details attached)

<b>Family Annual \$1,540.00</b>		
Active	Passes Expired (not renewed)	Passes sold
123	6	9

<b>Individual Annual \$200.00</b>		
Active	Passes Expired (not renewed)	Passes sold
100	3	2

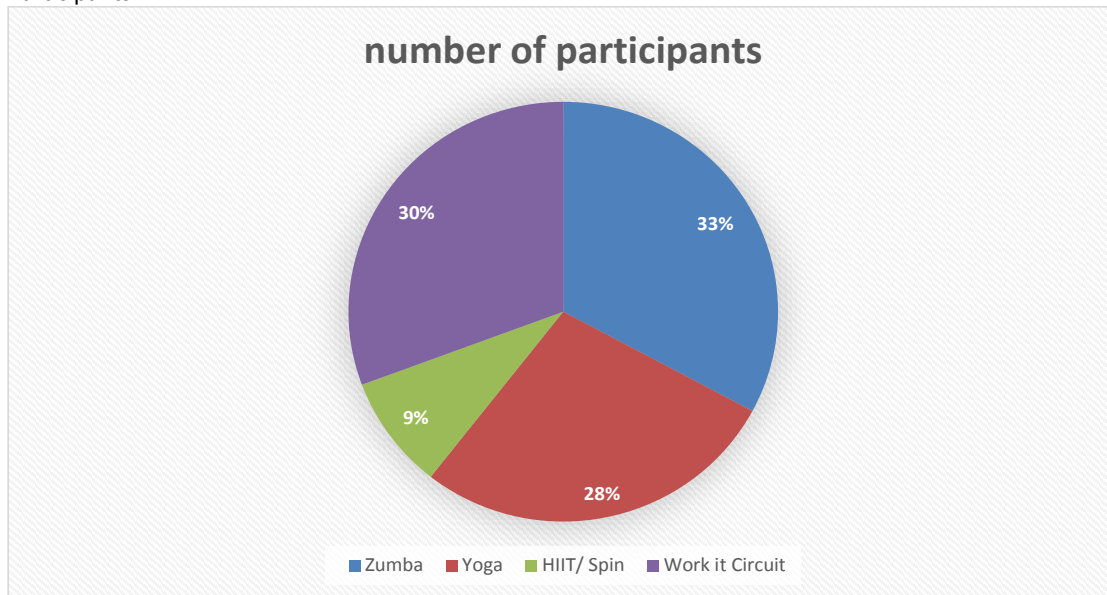
<b>Week Passes - \$140.00</b>	
Family	Individual
4	1



Programs/Events	Participants	Registration Fees
Holiday Craft Night	9	\$60
Breakfast with Mrs. Claus	40	n/a
Buckeye Movie Night	10	\$50

## Fitness Report

Participants:



### Class/Number of classes offered in the month

Zumba/10	45 participants	HIIT Spin /7	12 participants
Yoga/7	38 participants	Work it Circuit/10	42 participants

## Outdoor Report

Emerald Outback Trail (as read from trail counter)	4045
Binoculars	\$3.75

### Director's Notes:

- LED light install continues.
- Willy bags arrived and have been put on the sled hill.
- NYE Family party replaced with Buckeye Movie Night. Will look to create all new event in 2019 plus the Buckeye Movie Night.
- Projector and screen installed in multi-purpose room.

Respectfully Submitted,

Sean Royall  
Parks and Recreation Director  
Town of Beech Mountain  
January 2, 2019

## **Detailed Revenue Totals**

### **PROGRAM REGISTRATIONS**

\$74.00

### **MEMBERSHIPS**

\$1,880.00

### **POS**

\$1,233.75

### **TOTAL MONTHLY REVENUE**

\$3,187.75

## **Programs**

### **2019 Holiday Market**

\$30.00

### **Holiday Craft Night**

\$35.00

### **2018 Summer Camp**

\$9.00

## **Memberships**

### **Family Annual Pass**

\$1,540.00

### **Individual Annual Pass**

\$200.00

### **Family Week Pass**

\$126.00

### **Individual Week Pass**

\$20

**POS**

**Binoculars**  
\$3.75

**Daily Use (Non Member Check-in)**  
\$915.00

**Coke Machine**  
\$89.00

**Event Donation**  
\$172.00

**Dog Park Donation**  
\$37.00

**Fitness Class**  
\$5.00

**Trail Map**  
\$12.00





# REPORT

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**TO:** Mayor and Town Council  
**FROM:** Matt Clawson  
**DATE:** January 8, 2019  
**SUBJECT:** PWD Monthly Report

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**FOR THE PURPOSE OF:**

Report of sanitation volumes and roads worked by Public Works Department.

**ATTACHED FOR YOUR CONSIDERATION:**

December 2018 PWD report.

**SIGNATURES:**

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**Town Manager**

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**Town Clerk**



Town of Beech Mountain  
Public Works Department  
Monthly Report

2017	SOLID WASTE		RECYCLING						--ROAD MAINTENANCE--					
			PAPER	PLASTIC	GLASS	ALUMINUM	CARDBOARD	ROADS GRADED	STABILIZING STONE	POT HOLES REPAIRED	WASH OUTS	DITCHES PULLED	ROADWAYS MOWED	
JANUARY	104.77		1.01	0.46	3.95	0.40	0	1						
FEBRUARY	79.33		0.47	0.25	0.00	0.00	23	2						
MARCH	80.02		1.52	0.43	0.00	0.00	0	1						
APRIL	63.49		0.58	0.25	3.99	0.29	0	22						
MAY	88.87		1.50	0.49	0.00	0.00	16	23						
JUNE	115.82		2.21	3.45	4.20	0.86	0	34						
JULY	139.56		1.23	1.12	4.17	0.73	0	30	1	0	8	2	27	
AUGUST	124.48		2.07	1.20	4.36	0.41	26	39	0	0	7	0	8	
SEPTEMBER	105.08		1.60	0.72	0.00	0.00	0	26	0	0	2	0	8	
OCTOBER	85.83		1.87	0.82	4.41	0.44	18		0	0	28	0	0	
NOVEMBER	100.60		0.57	0.37	4.22	1.00	0	12	0	0	0	0	0	
DECEMBER	80.34		0.73	0.22	0.00	0.00	0	0	0	0	0	0	0	
YTD TOTALS	1168.19	N/A	15.36	9.78	29.30	4.13	83	190	1	0	45	2	43	
2018	SOLID WASTE	CONSTRUCTION MATERIAL	RECYCLING						--ROAD MAINTENANCE--					
			RECYCLED METAL	PAPER	PLASTIC	GLASS	ALUMINUM	CARDBOARD	ROADS GRADED	STABILIZING STONE	POT HOLES REPAIRED	WASH OUTS	DITCHES PULLED	ROADWAYS MOWED
JANUARY	94.70	12.82	1.16	0.85	0.76	3.53	1.02	22	0	0	0	0	0	0
FEBRUARY	83.37	8.50	1.95	0.66	0.51	0.00	0.00	0	0	0	0	0	0	0
MARCH	48.34	9.45	2.69	0.48	0.24	0.00	0.00	0	0	0	0	0	0	0
APRIL	63.45	12.86	1.91	1.45	0.44	2.84	1.11	0	0	0	10	0	0	9
MAY	76.17	15.97	2.30	0.87	0.46	0.00	0.00	18	22	1	8	5	0	53
JUNE	107.85	20.24	6.90	1.83	1.14	4.08	1.14	8	7	0	3	10	1	31
JULY	129.38	19.42	2.39	1.16	1.04	3.57	0.65	15	4	1	10	0	0	25
AUGUST	110.16	22.22	4.68	0.98	0.86	3.59	0.89	0	27	0	7	6	0	6
SEPTEMBER	81.79	27.44	5.21	2.49	0.71	3.97	1.95	15	34	1	3	5	0	7
OCTOBER	86.93	14.20	2.40	2.13	1.08	0.00	0.00	0	4	2	0	9	0	0
NOVEMBER	83.98	16.87	2.63	1.19	0.49	4.36	0.99	0	3	2	5	2	0	0
DECEMBER	81.37	11.23						15	11	2	0	8	0	0
YTD TOTALS	1047.49	191.22	34.22	14.09	7.73	25.94	7.75	93	112	9	46	45	1	131

Note: Sanitation & Recycling amounts are reported in tonnage  
 Note: Recycled metal taken to Omni Source  
 Note: Cardboard is by bales - each bale is approx 900 lbs.  
 Note: Began tracking construction material Jan 2018  
 Note: Construction material is charged at \$53.00 per ton