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Regular Town Council
Tuesday, October 10, 2023
Council Chambers 4:00 PM

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PROCLAMATION

TO: Mayor and Town Council
FROM: Emily Haynes
DATE: October 10, 2023
SUBJECT: Proclamation of Appreciation

FOR THE PURPOSE OF:

Proclamation of appreciation to be presented by Mayor Barry Kaufman.

SIGNATURES:

Town Manager

Town Clerk

Council Members

Barry Kaufman, Mayor
Jimmie Accardi, Vice Mayor
Weidner Abernethy
Kelly Melang



Town Manager

Bob Pudney

Town Attorney

Stacy C. Eggers IV

Proclamation of Appreciation to be presented by Mayor Barry Kaufman with deep gratitude.



MINUTES

Regular Town Council Meeting

4:00 PM - Tuesday, September 12, 2023
Council Chambers

The Regular Town Council of the Town of Beech Mountain was called to order on Tuesday, September 12, 2023, at 4:00 PM, in the Council Chambers, with the following members present:

COUNCIL PRESENT: Mayor Barry Kaufman
Vice Mayor Jimmie Accardi
Councilmember Weidner Abernethy
Councilmember Kelly Melang

COUNCIL EXCUSED:

STAFF PRESENT: Attorney Stacy Eggers, IV
Town Manager Bob Pudney
Interim Town Clerk Emily Haynes

1. CALL TO ORDER

2. ADOPTION OF AGENDA

- 2.1. Mr. Pudney requested to amend the agenda to remove item 6.3 Proclamation of Appreciation for the absence of Calder Smoot, to which Mayor Kaufman requested a motion to amend the agenda.

Motion

Jimmie Accardi made a motion to amend the agenda to remove item 6.3 Proclamation of Appreciation Weidner Abernethy seconded the motion. CARRIED. unanimously.

3. INVOCATION- DEWEY CYCLONE BRETT

4. PLEDGE OF ALLEGIANCE

5. PUBLIC COMMENT

- 5.1. Public Hearing for Driveway Connections and Public Nuisance proposed text amendments.

Mayor Kaufman requested a motion to open public hearing on Driveway Connections and Public Nuisance. Weidner Abernethy made a motion to open the Public Hearing and Kelly Melang seconded. motion passed unanimously. 4-0

No one elected to speak during the Public Hearing and Mayor Kaufman requested a motion to close the Public Hearing.

Motion

Kelly Melang made a motion to close Public Hearing on the topic of Driveway Connections and Public Nuisance Weidner Abernethy seconded the motion. CARRIED. unanimously.

- 5.2. Lynn Bernstein of 304 Lakeledge Road spoke on the importance of outreach regarding projects to all residents both full and part time in the community. We are your support network and we must be educated in order to support your programs and nothing is more important for our future and our water sources than the current Lake Coffey project. There are many people who don't know about the water system project or how far along the project has come. Please enhance your outreach program for the sake of our community and future.

Leonard Hayet of 498 St Andrews I've been in several communities in the past and I've noticed in this community how clean and orderly many of the streets are and I'm aware it takes a lot to maintain them. There are a few houses that have been abandoned and the streets end up being worse and the properties on those streets end up being less valuable. In a small community like this we should have a certain level of proper cleanliness and proper continue of our houses and properties. I don't believe we have zoning our laws that require minimum values but I would like to see some minimum values set in place.

6. SPECIAL PRESENTATION

- 6.1. NC Wildlife, Scott Loftis Mountain Aquatic Habitat Coordinator
6.2. Re-name the Beech Mountain Visitor Center Resolution

Motion

Jimmie Accardi made a motion to approve the resolution to re-name the Beech Mountain Visitor Center Weidner Abernethy seconded the motion. CARRIED. unanimously.

7. CONSENT AGENDA

- 7.1. Adoption of Minutes
7.2. Correction Quitclaim Deed
7.3. Water and Sewer Resolution

Motion

Weidner Abernethy made a motion to approve and adopt the attached Resolution. Kelly Melang seconded the motion. CARRIED. unanimously.

7.4. Amendment to the FY 2024 Budget

Motion

Weidner Abernethy made a motion to approve the amendment to the FY 2024 budget Kelly Melang seconded the motion. CARRIED. unanimously.

7.5. Order to Collect 2023 Taxes

Motion

Weidner Abernethy made a motion to approve order to collect taxes Kelly Melang seconded the motion. CARRIED. unanimously.

8. NEW BUSINESS

8.1. Planning Board Appointment

Motion

Jimmie Accardi made a motion to appoint Tim Holland as a Planning Board member Kelly Melang seconded the motion. CARRIED. unanimously.

8.2. Water System Asset Management Program

Motion

Kelly Melang made a motion to approve the Water System Asset Management Program Weidner Abernethy seconded the motion. CARRIED. unanimously.

8.3. Ordinance amending § 91.04 Driveway Connections and § 94.03 Control of Other Nuisances of the Town of Beech Mountain Code of Ordinances

Motion

Weidner Abernethy made a motion to approve Ordinance No. 2023-03 Jimmie Accardi seconded the motion. CARRIED. unanimously.

8.4. Land Lease agreement with Walter Clifton Elder Sr. Revocable Trust.

Motion

Kelly Melang made a motion to approve the Land Lease agreement with Walter Clifton Elder Sr. Revocable Trust Weidner Abernethy seconded the motion. CARRIED. unanimously.

9. TOWN MANAGER AND STAFF REPORTS

9.1. Managers report and note updates

Town Hall / Visitors Center project update – Behind schedule, had some water damage from the rain. The contractor is responsible for the damage. Will be moving to connect to the existing Town Hall building this week.

New swings and surface at the dog park playground. Work to begin this week. Funded 100% by the TDA.

Pinnacle well site – Walls for the building are up, well pump is installed. Additional work is progressing. On schedule.

Water restrictions – Lake Buckeye is falling, using the Shane Park well as needed. Phase 1 voluntary water restrictions are expected to continue and may be required to move to phase 2. We have been in violation most of the past 30 days. Usage has been above average 14 / 35 days this period.

Lake Coffey project – Geotech drilling has begun three weeks to determine the substrate of the land below. This will provide the details necessary for the design of the dam.

Funding: 1. The state budget is expected to be released this week.

FEMA grant has been **paused** due to funding issues. Thank you to representative **Virginia Foxx** for sending us an update.

General obligation bond will be on the November ballot.

Skiloft Road project –only two bids were received on 9/5, which does not meet the state requirements for a project of this size. We have re-advertised a second bid opening on 9/14. **I would like to request the mayor call a special meeting to award the bid for 9/19 at 4:00 pm.** Time is of the essence, work must begin 4/1/24. Materials must be ordered.

The town still has vacant positions on the:

Planning Board 1

TDA 1

Board of Adjustment 1

Interested citizens are asked to complete an application with the Town Clerk.

Tax bill printing error. The tax rate is listed as .68/100. Should show .65/100. The tax calculations are correct for the .65/100 rate.

The next and last farmers market is set for October 6th.

- 9.2.** Town Manager Bob Pudney requested Mayor Barry Kaufman call for a special council meeting on or about the 19th of September for the purpose of

presenting the bids for Skiloft Road to council, to which Mayor Kaufman called for a special council meeting to be held on September 18th, 2023 at 9:00am.

Motion

Kelly Melang made a motion to hold a special council meeting on September 18th at 9:00am Jimmie Accardi seconded the motion. CARRIED. unanimously.

- 9.3. July 2023 Finance and Budget Report
- 9.4. Fire Department Monthly Report
- 9.5. August 2023 Recreation Report
- 9.6. Police Department Monthly Report
- 9.7. Public Works Reporting August
- 9.8. Planning and Inspections Monthly Report for 2023-08
- 9.9. TDA Report September 2023

10. TOWN COUNCIL COMMENTS

- 10.1. Councilmember Kelly Melang Thanked everyone who had a part in installing the Beech Mountain Historical Society marker. On behalf of the historical Society thank you to; Calder Smoot who played an important role in the placing of the marker, The Fire Chief for all the hard work getting this project done, the Mayor for remarks made, Daniel Davis, Michael Holland, Fred Pfohl and the Police Department for making everything go smoothly.

Councilmember Weidner Abernethy responded to Lynn Bernstein's public comment on public outreach and stressed the importance of not sharing misinformation. Attendance to council meetings or watching meetings online is beneficial for proper information regarding projects in the town. Please schedule a visit with the Town Manager Bob Pudney to get current updates and accurate information. Our part time residents voice does matter. The information shouldn't be an opinion it should be direct and accurate. Regarding our General Fund we had discussed several months ago taking some of the additional funds we have in general fund and investing it in the old Public Works facility before it gets to dilapidated. Our audit presentation will be in December and we should invest the additional funds to some projects that need to be completed. The community member who spoke on how well Beech Mountain looks, thank you. Beech Mountain doesn't hear many positive comments and I think that from where we were years ago being run down and old looking town to today and the improvements that have been made needs to continue being maintained to look as good as it can. The decision for the bear proof garbage cans is one effort to keep our town clean and we have had very minimal bear messes since that decision was set forth. Thank you all for your attendance to todays meeting.

Mayor Barry Kaufman stated we get a lot of people asking us why we do special presentations and that is because the people volunteer their time for years deserve to be thanked and recognized. We ask for people to apply to fill vacant seats on boards and we don't see response for volunteers yet we have

various community members who have spent countless hours volunteering to the town and those community members deserve to be recognized for their dedication to Beech Mountain. Such as Ms. Elena Kontinos who has been a friendly face since I was just visiting Beech Mountain going into the Brick Oven and then to the Visitors Center she was always there with a smile and willing to assist in any situation presented to her. This is why we feel it is important to recognize community members. Unfortunately Calder Smoot wasn't able to attend tonight's meeting but we want to recognize him as well. Calder Smoot has practically served on every board and done so many different things to better the town. It very important to honor those who have had a hand in making Beech Mountain the town it is today. I would like more volunteers to come out and join different boards and again if you really want to know what's going on within the town this is a great way to be involved. There are ample opportunities, please apply online or at Town hall during business hours. The Volunteer Fire Department will be celebrating 50 years of service for their members on September 23rd, 2023.

11. ADJOURNMENT

11.1. Mayor Kaufman requested a motion for adjournment at 5:05pm

Motion

Weidner Abernethy made a motion to adjourn Kelly Melang seconded the motion. CARRIED. unanimously.

Town Clerk

Mayor, Town of Beech Mountain



MINUTES

Special Meeting of Town Council Meeting

9:00 AM - Monday, September 18, 2023
Council Chambers

The Special Meeting of Town Council of the Town of Beech Mountain was called to order on Monday, September 18, 2023, at 9:00 AM, in the Council Chambers, with the following members present:

COUNCIL PRESENT: Mayor Barry Kaufman
Vice Mayor Jimmie Accardi
Councilmember Kelly Melang

COUNCIL EXCUSED: Councilmember Weidner Abernethy

STAFF PRESENT: Town Manager Bob Pudney
Interim Town Clerk Emily Haynes

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **NEW BUSINESS**
 - 3.1. Resolution of Tentative Award

Motion

Jimmie Accardi made a motion to approve the Resolution to award the construction contracts Kelly Melang seconded the motion. CARRIED. unanimously.

4. **ADJOURNMENT**

- 4.1. Mayor Kaufman requested a motion for adjournment at 9:05am

Motion

Kelly Melang made a motion to adjourn Jimmie Accardi seconded the motion. CARRIED. unanimously.

Town Clerk

Mayor, Town of Beech Mountain



RESOLUTION

TO: Beech Mountain Town Council
FROM: Steve Smith
DATE: October 10, 2023
SUBJECT: Resolution to Approve a Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement

FOR THE PURPOSE OF:

To agree and understand the scope of services being offered by the North Carolina League of Municipalities.

ATTACHED FOR YOUR CONSIDERATION:

Resolution of Agreement

STAFF RECOMMENDATION:

Approve

SIGNATURES:

Town Manager

Town Clerk



**RESOLUTION TO APPROVE A MUNICIPAL ACCOUNTING SERVICES,
CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT
WITNESSETH:**

WHEREAS, the North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the NC League of Municipalities (League) grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (ARP); and

WHEREAS, the League received two Award Agreements (OSBM-NCLM-65) from the Office of State Budget and Management (OSBM) and the North Carolina Pandemic Recovery Office (NCPRO); and

WHEREAS, the first Award Agreement is identified as OSBM-NCLM-65. This grant enables the League to provide "financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic..." This grant is referred to as the Municipal Accounting Services and Cybersecurity Grant; and

WHEREAS, the second Award Agreement is identified as OSBM-NCLM-66. This grant enables the League "to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25." This grant is referred to as the Guidance and Technical Assistance Grant; and

WHEREAS, the Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the "League Grants".

WHEREAS, the League Grants are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services; and

WHEREAS, pursuant to US Treasury Guidance, units of local government that receive services that are funded by one or both of the League Grants are beneficiaries of one or both of the League Grants, respectively, and such services are provided at no cost to these local governments; and

WHEREAS, the League has established a Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement pursuant to the terms of the League's Municipal Accounting Systems and Cybersecurity Grant and the Guidance and Technical Assistance Grant; and

WHEREAS, this Municipal Accounting System, Cybersecurity and Technical Assistance Memorandum of Agreement will offer local municipalities:

- (1) Services rendered by the League (League Services) including but not limited to capital expenditures for special purpose software and computer equipment as set forth in §2 C.F.R. 200.439; and
- (2) Services rendered by one or more service providers (Contractor Services), retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459; and
- (3) Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453; and

WHEREAS, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement, is attached hereto as Exhibit A; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY/TOWN COUNCIL/BOARD OF THE TOWN OF BEECH MOUNTAIN:

1. That, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement is hereby approved.
2. That the Manager/Clerk is authorized to execute the attached Memorandum of Agreement (or one substantially equivalent thereto) and such other agreements as necessary in accordance with the League’s Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant.

Adopted, this the 10th day of October,2023

TOWN/CITY OF BEECH MOUNTAIN

By: _____
Barry Kaufman
Mayor

ATTEST:

Emily Haynes
Town Clerk

Exhibit A
MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND
TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT (MOA).

**MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND
TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT**

This Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement (hereinafter the “Agreement”) is entered into as of the Effective Date set out below, by and between the Town of Beech Mountain (hereinafter the “Municipality”) and the NC League of Municipalities (hereinafter the League), each additionally referred to as a “Party”; and collectively as the “Parties.” This Agreement and the obligations hereunder shall be effective upon execution of this Agreement by all Parties (“Effective Date”).

For good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

Article I. Overview.

1. Enabling Law and Regulation.

The North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the League grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (hereinafter ARP/CSLFRF). Pursuant to this legislation, the League received two Award Agreements from the Office of State Budget and Management (hereinafter OSBM) and the North Carolina Pandemic Recovery Office (hereinafter NCPRO).

The funds are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services.

2. Grants Awarded to the NC League of Municipalities.

The first Award Agreement is identified as **OSBM-NCLM-65**. This grant enables the League to provide “financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic...” This grant is referred to as the **Municipal Accounting Services and Cybersecurity Grant**.

The second Award Agreement is identified as **OSBM-NCLM-66**. This grant enables the League “to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25.” This grant is referred to as the **Guidance and Technical Assistance Grant**.

The Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the “**League Grants**”.

One or both of the League Grants fund this Agreement.

3. Status of the Parties.

The undersigned Municipality is a beneficiary of the League Grants. The service providers retained by the League and funded by the League Grants for the benefit of the Municipality are contractors (“Contractors”).

4. Services Offered.

Pursuant to this Agreement, the League hereby offers the following to the Municipality:

- Services rendered by the League (“League Services”). See Exhibit A.
- Services rendered by one or more service providers (“Contractor Services”) retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459. See Exhibit B, as applicable (and subsequent Exhibits, as applicable).
- Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453. The League shall fund League Services and Contractor Services pursuant to this Agreement.

The League shall fund League Services and Contractor Services pursuant to this Agreement. The Municipality accepts the League Grant(s) pursuant to this Agreement.

5. Additional Services.

Additional Services (hereinafter “Additional Services”) may be offered to the Municipality by the League during the League’s Grant period pursuant to this Agreement. The Municipality’s official, who is designated in the Municipality’s adopting Resolution, may execute further agreements, modifications of this Agreement, and agree to Additional Services to be provided to the Municipality. These Additional Services shall be described in additional Exhibits to this Agreement (Exhibit C, D, E, etc.) that, when executed by the Parties, shall become part of this Agreement.

6. Term of Agreement.

This Agreement shall begin on the Effective Date of this agreement and shall end when terminated at the discretion either party. All expenditures by the League under this Agreement must be obligated on or before December 31, 2024, and expended on or before December 31, 2026. Unless otherwise terminated, this Agreement shall expire on December, 31, 2026. Agreements executed by the Municipality and the Contractor, as may be reflected in Exhibit B, (and subsequent Exhibits attached hereto, as applicable) will survive termination of this Agreement, unless terminated early by the Municipality and the Contractor.

7. Termination of Agreement.

The League may terminate this Agreement, in whole or in part, at any time upon written notice to the Municipality and the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the League to be paid. If the Contractor has any property

in its possession belonging to the League, the Contractor will account for the same, and dispose of it in the manner the League directs.

8. Duties of the Municipality.

The Municipality will utilize League Services and Contractor Services in accordance with this Agreement. It agrees to submit quarterly performance reports for the League Services and Contractor Services received pursuant to this Agreement and to cooperate with the League in appropriate review of these League Services and Contractor Services. The nature and scope of the reports will depend on the project. Any deficiencies or other performance concerns will be addressed with the Municipality and the Contractor.

The Municipality shall obtain and provide to the League a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.

The Municipality shall provide the League with all relevant information requested by the League to enable the League to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note) or other federal or state requirements or audits, unless such information is otherwise confidential under applicable federal or state laws.

Article II. Scope of Funded Activities.

1. Scope of Services

Services provided pursuant to this Agreement are set forth in the Exhibit A & B attached hereto (and subsequent Exhibits as applicable).

2. Approved Budget.

The League, in consultation with the Municipality and the Contractor, shall establish applicable rates and fees to align with the scope of services described in Exhibit B (and subsequent Exhibits as applicable) or amendments thereto as approved in writing by the League. Such charges and rates under this Agreement, once finalized and accepted by the League, are hereinafter referred to as the "Approved Budget". The League shall furnish the Municipality with a copy of the Approved Budget, which will include a detailed summary of charges and rates that the League will be obligated to expend for the benefit of the Municipality using applicable grant funding.

3. Prior Approval for Changes.

The Municipality shall not make any changes, directly or indirectly, to the Contractor Services, or the Approved Budget, without the prior written approval of the League.

4. Allowable Costs for Services Rendered.

All services provided pursuant to this Agreement must fall with the definitions of allowable cost and not be otherwise prohibited under State or Federal law.

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance, Subpart E, defines those items of cost that are allowable, and which are unallowable. These allowable cost requirements are:

1. The costs must be reasonable;
2. The costs must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP);
3. The costs must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances;
4. The costs must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items.

5. Prohibited Uses of Funding.

The US Treasury's Final Rule prohibits certain uses of ARP/CSLFRF funds. Specifically, ARP/CSLFRF funds may not be used for projects within the following categories of expenditures:

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Routine contributions which are part of a payroll obligation for an eligible
2. To borrow money or make debt service payments;
3. To replenish rainy day funds or to fund other financial reserves;
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding;
5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

Article III. Compensation.

1. Payment of Funds.

The League will pay the Contractor identified in Exhibit B (and other Contractors/Consultants identified in subsequent Exhibits as applicable) for services rendered in accordance with the Approved Budget and for the performance of the Contractor Services. No Contractor Services shall be funded by the League outside the parameters of the League Grants. Fees and costs must be supported by evidence of bona fide services rendered.

The Municipality has no obligation to pay for any services identified in the Approved Budget that are the League's responsibility. Services not expressly agreed to by the League shall be the responsibility of the Municipality.

2. Invoices.

Email invoices to Accountspayablearp@nclm.org. Expenses must be reasonable and necessary, documented, itemized, and incurred in accordance with this Agreement. All League expenditures under this Agreement must be obligated on or before December 31, 2024 and expended on or before December 31, 2026.

Article IV. Compliance with Grant Agreement and Applicable Laws.

1. Expenditure Authority.

This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARP/CSLFRF grant, including, but not limited to, the following:

- Authorizing Statute. Section 603 of the Social Security Act (42 U.S.C. 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2).
- Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).
- Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.

This Agreement is also subject to all applicable laws of the State of North Carolina.

2. Conflicts of Interest; Gifts & Favors.

The Municipality understands that (1) it will use Fiscal Recovery Funds to pay for the cost of this Agreement, and (2) the expenditure of Fiscal Recovery Funds is governed by the League's Conflict of Interest Policy and the Federal and State regulatory requirements (including, without limitation, N.C. Gen. Stat. § 14- 234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).

The Municipality certifies that, as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the Municipality involved in the selection, award, or administration of this Agreement (each, a "Covered Individual"), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from Fiscal Recovery Funds, except as to the funds legally expended in this Agreement. Should the Municipality obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

The Municipality certifies to the League that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the League. Should the Municipality obtain knowledge of the provision, or offer of a provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

3. Records Retention and Access.

The Municipality shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Municipality shall make all records, books, papers and other documents that relate to this Agreement, unless otherwise privileged, available at all reasonable times for inspection, review or audit by the authorized representatives of the League, the North Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

4. Suspension and Debarment.

The Municipality shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. The Municipality represents that neither it, nor any of its principals has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. The Municipality further agrees that it will notify the League immediately if it, or any of its principals, is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

5. Byrd Anti-Lobbying Amendment.

The Municipality certifies to the League that it has not used and will not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. The Municipality shall disclose any lobbying with non-Federally appropriated funds that takes place in connection with obtaining any Federal award. This certification is a material representation of fact upon which the League has relied when entering this Agreement and all liability arising from an erroneous representation shall be borne solely by the Municipality.

6. Publications.

Any publications produced with funds from this Agreement shall display the following language: “This project is supported, in whole or in part, by federal award number SLFRP0129 awarded to NC League of Municipalities through the State of North Carolina by the U.S. Department of the Treasury.”

7. Equal Opportunity and Other Relevant Federal Laws

The Municipality agrees during the performance of this Agreement the following:

Civil Rights Laws.

The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

Fair Housing Laws.

The Municipality shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Disability Protections.

The Municipality shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

Age Discrimination.

The Municipality shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Americans with Disabilities Act.

The Municipality shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Clean Air Act.

The Municipality agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Federal Water Pollution Control Act.

The Municipality agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Hatch Act.

The Municipality agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, the Municipality may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970.

(42 U.S.C. §§ 4601-4655) The Municipality will implement standards for predictable real property acquisition and relocation expenses for homeowners and tenants of land acquired through eminent domain.

Governmentwide Requirements for Drug-Free Workplace.

31 C.F.R. Part 20. The Municipality will implement required statements, policies and procedures.

Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), The Municipality encourages its employees to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), The Municipality encourages its employees to adopt and enforce policies that ban text messaging while driving.

Article V. Limitations of Liability

1. Limitations of Liability.

In no event shall the League have any liability to the Municipality or any third party for damages resulting from Municipality’s use of services provided through this Agreement or any separate agreement between the Municipality and the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable)

In no event shall the League be liable for any loss of profit or revenue, including but not limited to loss revenue caused by a cyber security breach, by the Municipality or any consequential, indirect, incidental, special, punitive, or exemplary damages incurred or suffered by the Municipality, even if the League has been advised of the possibility of such

loss or damage. Further, except for claims based on U.S. Patent or U.S. Copyright infringement or for personal injury or physical loss or damage to real or tangible personal property caused by the negligence of the League, Municipality agrees that the League's total liability for all claims of any kinds arising as a result of, or related to, this Agreement, whether based on contract, tort, (including but not limited to strict liability and negligence) warranty, or on other legal or equitable grounds, shall be limited to general money damages and shall not exceed the amounts actually received by Municipality under this Agreement.

THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE GOODS AND SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PRACTICAL PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE OR DEALING, OR FROM USAGE OF TRADE.

Article VI. General Conditions.

2. Venue and Jurisdiction.

This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Wake County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

3. Nonwaiver.

No action or failure to act by the League constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

4. Limitation of Authority.

Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the Municipality from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

5. Assignment.

The Municipality may not assign or delegate any of their rights or duties that arise out of this Agreement without the League's written consent.

6. Integration.

This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

7. North Carolina Public Records Law

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the Municipality by the League are subject to the public records laws of the State of North Carolina and it is the responsibility of the League to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the Municipality. League understands and agrees that the Municipality may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

8. E-Verify

League shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of League's knowledge, any subcontractor employed by League as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

9. Iran Divestment Act

League certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, League shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

10. Companies Boycotting Israel Divestment Act

League certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

[Remainder of page left blank intentionally. Signatures are on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by digital signature on the respective dates below, and this Agreement shall be effective upon the date of the Municipality's signature.

NC LEAGUE OF MUNICIPALITIES:

**MUNICIPALITY:
TOWN OF BEECH MOUNTAIN**

a North Carolina municipal corporation

By:

By:

Signature

Signature

Rose Vaughn Williams

Name

Executive Director

Title

Date of Signature

Date of Signature

ATTEST:

City/Town/Village Clerk (or designee)

Exhibit A League Services

In addition to the Contractor Services set out in Exhibit B, the League may provide some or all of the services described below.

1. Cyber Security Assessment

The League's Cyber Security Advisor, or Cyber Field Technician ("Security Team"), will conduct a comprehensive assessment of the Municipality's overall cyber security posture ("Security Assessment") against the current standardized framework established by the Center for Internet Security ("CIS"). The Security Team will review approximately 155 security controls in coordination with the Municipality's management, and will provide IT support to establish a baseline security posture matrix. The Security Team will review the results and make appropriate hardware, software, policy, and procedure recommendations in accordance with industry best practices and the baseline standards set by the CIS assessment framework.

2. IT Evaluation

Prior to the installation of accounting software, including Black Mountain software, the League's IT technicians ("Technical Team") will review and evaluate the IT System's environment ("IT Evaluation") of the Municipality to verify the system is adequate to operate the software. The Technical Team will review the computer system for minimum security controls such as password protection, firewall installation and operation, and up to date antivirus programs. The Technical Team will act as a liaison to assist with communications between the software Contractor, which may include Black Mountain Software, and the Municipality. The Technical Team will make appropriate hardware and software recommendations if any deficiencies are found during the IT Evaluation.

3. Hardware and Software Acquisition

In the event that hardware or software deficiencies are found during the IT Evaluation, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Minimum Requirements" as determined by the accounting software Contractor, which may include Black Mountain Software. As determined by the League's IT Director, Cyber Security Advisor, or Cyber Field Technician, computer hardware may be provided under this Agreement, which may include the following: 2 Computers, 1 Laser Printer, 1 Scanner, 2 Monitors, 2 Keyboards, 2 mouse devices, 2 UPS devices. Computer software to be provided under this Agreement may include a Microsoft Office license (if organization has no license).

In the event specific security hardware or software gaps are found during the Security Assessment, the League, utilizing funds from the Cybersecurity Grant, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Baseline Requirements" as determined by the Security Assessment. As determined by the League's Cyber Advisor, security hardware may be provided under this Agreement, which may include the following: ("NGFW") Next Generation Firewall, Layer 3 Network Switch. Security software may be provided under this agreement, which may include the following: Endpoint Detection & Response ("EDR"), Endpoint

Protection Platform (“EPP”), Extended Detection and Response (“XDR”), or Multi-Factor Authentication (“MFA”).

All hardware and software shall be used only for governmental purposes and primarily used for MAS purposes. The Municipality is responsible for the security, operation, support and maintenance of the provided assets.

4. Hardware and Software Installation

Hardware and software provided by the League will be installed by the Municipality’s IT professionals. If the Municipality has no IT service provider, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will contract for a third-party IT professional installer to set up and load the hardware and software provided pursuant to this Agreement.

5. Finance Evaluation and Assistance During Implementation

Prior to the installation of the accounting software, which may include Black Mountain software, the League’s Finance Team (“Finance Team”), in consultation with the Municipality and the software Contractor, which may include Black Mountain Software, will determine the appropriate accounting software to be installed. League MAS representatives will further work with accounting software Contractor during the pre-implementation period to prepare the Municipality for conversion actions and assist the Municipality in adopting best practice options for the new system.

6. Ongoing Cyber Security Consulting

Following the initial Security Assessment described in Section 1, the Security Team will consult with the Municipality on an ongoing basis to assist with meeting the recommendations set forth in the assessment and municipal-related cyber security concerns that would typically be addressed by a Chief Information Security Officer (“CISO”).

7. Accounting Assistance Efforts

During the term of this Agreement (as described in Article I, Paragraph 6 above), League Accounting Assistance personnel will provide the Municipality with ongoing assistance with accounting issues, review and assist with best practice accounting and finance processes, and generally assist the Municipality to be current with its bookkeeping and accounting. An emphasis will be placed on ensuring participating Municipalities are prepared for their annual audit. The implementation of best practices and timely preparation should improve the audit experience for both the Municipality and the firm performing the audit.

8. Communication Services

The League’s ARP Communications Specialist will provide the Municipality with communications services to help document and describe how the Municipality utilized ARP/CSLFRF grant funding and the impact of those efforts on the community. Communication activities include, but are not limited to, conducting interviews of municipal staff and officials, researching plans and investment strategies, verifying details of grant investments to deliver community outreach strategies and a press conference.

6. Duties of the Municipality

The Municipality further agrees to: (1) give the League access to data managed by the Municipality in order to facilitate implementation of the Municipal Accounting Services and Cybersecurity Grant; (2) provide on-line “read only” access into the Municipal Accounting System by the League’s Accounting Assistance personnel; (3) permit the League to contact applicable Contractor, including but not limited to Black Mountain Software, on behalf of the Municipality as needed to facilitate implementation of the League’s Grants; (4) make reasonable efforts to maintain industry standards for cybersecurity, which may include allowing the League to perform security audits in the League’s sole discretion; (5) if applicable, use the Standardized Chart of Accounts as provided in the accounting software installation; and (6) respond to all requests from the League or Contractor, as applicable, to verify accuracy of monthly invoices submitted to the League by Contractor for grant-funded services provided by Contractor on behalf of the Municipality.

7. Duties of the League Related to Data Security

The League agrees to: (1) access only the Municipality’s data that is necessary to implement the software; (2) restrict access to the Municipality’s data to designated League employees and agents; and (3) take reasonable measures to safeguard the Municipality’s data.

Exhibit B (Contractor Services – aka Consultant Services)

These services are provided to the undersigned Municipality pursuant to the NCLM-66 grant. This constitutes guidance and technical services proved to the Municipality to assist in development of the Municipality’s ARP project funded in part by the Municipality’s ARP Local Fiscal Recovery Funds or State Fiscal Recovery Funds, (ARP funds) or ARP enabled funds. (“ARP enabled funds” are described in numerous UNC SOG publications. See [American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Fund: Reimbursements - Coates’ Canons NC Local Government Law \(unc.edu\)](#)).

Exhibit B**Contractor Services****American Rescue Plan Legal Representation**

Consult with a North Carolina attorney(s) concerning requirements of the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP) and Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (commonly called Uniform Guidance). The scope of this representation can include review, consultation and drafting regarding policy review, budget ordinance, internal controls, contracts, and ARP project selection and implementation.

Total cost of this grant provided service is not to exceed \$10,000. It is provided at no cost to the Municipality. Additional costs would be borne by the municipality



COUNCIL ACTION ITEM

TO: Mayor and Town Council
FROM: Emily Haynes
DATE: October 10, 2023
SUBJECT: TDA Board Appointment

FOR THE PURPOSE OF:

Appointment of a TDA Board Member. Presently the TDA Board has one vacant position. The Town has advertised the positions as well as made a direct appeal at public meetings. Attached are the applications for consideration.

STAFF RECOMMENDATION:

Appoint one TDA Board Member

SIGNATURES:

Town Manager

Town Clerk

Town of Beech Mountain Board Application Form

If you are at least 18 years old and willing to volunteer your time and expertise to your community, complete this fillable pdf application. Questions can be answered by The Town Clerk, at 828.387.4236. Once completed, sign the form and submit to the Town using one of the following methods.

Mail: Town of Beech Mountain
Attention: Town Clerk
403 Beech Mountain
Parkway Beech Mountain,
NC 28604

Email: clerk@townofbeechmountain.com

Fax: 828.387.4862

Complete the form below:

Name:	Aimee Wright		
Home Address:	445 Bryan Davis Road		
City:	Creston	Zip:	28615
Telephone:	407.234.2222	Alternate Number:	
Email:	trwhomesnc@gmail.com		
Are you a resident of the Town of Beech Mountain? <i>(respond yes or no, some boards have residency requirements)</i>			No

The following is a list of Town boards to serve on that are through Council appointment:

- | | |
|---|--|
| <ul style="list-style-type: none"> <input type="radio"/> Board of Adjustment <input type="radio"/> Parks and Recreation <input type="radio"/> Tree Board | <ul style="list-style-type: none"> <input type="radio"/> Planning Board <input type="radio"/> Tourism Development Authority <input type="radio"/> Other |
|---|--|

List in order of preference the Boards on which you would be willing to serve:

1.	Tourism Development Authority
2.	
3.	

List any work, volunteer, and/or other experience you would like to have considered in the review of your application (attach an additional sheet if necessary).

Beech Mountain holds a special place in my heart. We owned a home there for about 4 years as part timers, and that became the catalyst for us to make the move to NC full time. While we no longer live on Beech, we do have family that live there full time, and I am professionally attached as well offering local cohosting and other services for STR owners. I have years of experience owning and managing my own businesses. I've seen both sides of the STR market and have a good working knowledge of the real estate industry as a whole. I exclusively do all of the marketing for my businesses as well, so I am well versed in social media aspects. I'd love to see Beech thrive, especially with regard to tourism via more "shoulder season marketing" and discussions on how to increase tourism without putting a strain on our natural resources. We don't have to sacrifice the qualities that make Beech special simply because we're trying to compete in a changing market. I think I can offer some unique perspectives on marketing, tourism, and STR's in particular and would love the opportunity to serve as a member of the Board.

Signature: Aimee Wright	Date: 8.08.2023
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Town of Beech Mountain Board Application Form

If you are at least 18 years old and willing to volunteer your time and expertise to your community, complete this fillable pdf application. Questions can be answered by Jennifer Broderick, Town Clerk, at 828.387.4236. Once completed, sign the form and submit to the Town using one of the following methods.

Mail: Town of Beech Mountain
Attention: Jennifer Broderick
403 Beech Mountain Parkway
Beech Mountain, NC 28604

Email: clerk@townofbeechmountain.com

Fax: 828.387.4862
Attention: ~~Jennifer Broderick~~

Complete the form below:

Name:	Bell Bennett		
Home Address:	653 Buck Mountain Road		
City:	Roan Mountain	Zip:	37687
Telephone:	828-387-4231	Alternate Number:	
Email:	mamawbell653@yahoo.com		
Are you a resident of the Town of Beech Mountain? <i>(respond yes or no, some boards have residency requirements)</i>			NO

The following is a list of Town boards to serve on that are through Council appointment:


- | | |
|---|---|
| <ul style="list-style-type: none"> <input type="radio"/> Board of Adjustment <input type="radio"/> Parks and Recreation <input type="radio"/> Tree Board | <ul style="list-style-type: none"> <input type="radio"/> Planning Board <input checked="" type="radio"/> Tourism Development Authority <input type="radio"/> Other |
|---|---|

List in order of preference the Boards on which you would be willing to serve:

1.	Tourism Development Authority
2.	
3.	

List any work, volunteer, and/or other experience you would like to have considered in the review of your application (attach an additional sheet if necessary).

- I have worked on Beech Mountain since 1976 at the Ski Slopes when owned by CCC and then later when it was in control of NCNB. I have worked at the original OZ and done some work for the new OZ a few years back.
- I have worked in the real estate rental business since 1986 and am currently co-owner of Beech Mountain Chalet Rentals
- I have served on other boards so I am aware of the time required for board appointment
- I hold a CPA license, while I am on inactive status by choice I voluntarily prepare more than 30 income tax filings for area people including many who work and/or live on Beech Mountain.
- I am fully versed on the by-laws that created the TDA and under which it operates.

Signature: 	Date: 6/22/2023
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Town of Beech Mountain Board Application Form

If you are at least 18 years old and willing to volunteer your time and expertise to your community, complete this fillable pdf application. Questions can be answered by The Town Clerk, at 828.387.4236. Once completed, sign the form and submit to the Town using one of the following methods.

Mail: Town of Beech Mountain
Attention: Town Clerk
403 Beech Mountain
Parkway Beech Mountain,
NC 28604

Email: clerk@townofbeechmountain.com

Fax: 828.387.4862

Complete the form below:

Name:	Dawn Dalgleish		
Home Address:	207 Spring Branch Road		
City:	Beech Mountain	Zip:	28604
Telephone:	201-218-0716	Alternate Number:	
Email:			
Are you a resident of the Town of Beech Mountain? <i>(respond yes or no, some boards have residency requirements)</i>		Yes, full time since 2018	

The following is a list of Town boards to serve on that are through Council appointment:

- | | |
|---|--|
| <ul style="list-style-type: none"> <input type="radio"/> Board of Adjustment <input type="radio"/> Parks and Recreation <input type="radio"/> Tree Board | <ul style="list-style-type: none"> <input type="radio"/> Planning Board <input type="radio"/> Tourism Development Authority <input type="radio"/> Other |
|---|--|

List in order of preference the Boards on which you would be willing to serve:

1.	Tourism Development Authority
2.	
3.	

List any work, volunteer, and/or other experience you would like to have considered in the review of your application (attach an additional sheet if necessary).

I have a broad range of experience that I think would be beneficial to a Town board.

I spent most of my career in education, leading a private school with annual revenues of 1.75 million, a staff of 25 with marketing to guarantee full enrollment of over 200 students. I trained teachers in family service and other administrators in financial matters. In the public sector, I founded and administered a summer camp program which grew to 125 students in three years. I also have insurance and bank management experience. Over the years I have volunteered to plan and administer programs for preteen girls and families of deaf students. I currently am living my dream of a growing an art business here on Beech.

Beech Mountain is a wonderful place to live and visit. When I first visited, the welcoming feeling of the town made me want to live here. My husband and I bought our home within a year and have only grown to love it.

Signature: Dawn Dalgleish	Date: October 2, 2023
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Town of Beech Mountain Board Application Form

If you are at least 18 years old and willing to volunteer your time and expertise to your community, complete this fillable pdf application. Questions can be answered by The Town Clerk, at 828.387.4236. Once completed, sign the form and submit to the Town using one of the following methods.

Mail: Town of Beech Mountain
Attention: Town Clerk
403 Beech Mountain
Parkway Beech Mountain,
NC 28604

Email: clerk@townofbeechmountain.com

Fax: 828.387.4862

Complete the form below:

Name:	Fred Pfohl		
Home Address:	501 Beech Mountain Parkway / 240 Sawmill Branch		
City:	Beech Mountain	Zip:	28604
Telephone:	828-387-0375	Alternate Number:	828-387-4838
Email:	fred@fredsgeneral.com		
Are you a resident of the Town of Beech Mountain? <i>(respond yes or no, some boards have residency requirements)</i>			No

The following is a list of Town boards to serve on that are through Council appointment:

- | | |
|---|--|
| <ul style="list-style-type: none"> <input type="radio"/> Board of Adjustment <input type="radio"/> Parks and Recreation <input type="radio"/> Tree Board | <ul style="list-style-type: none"> <input type="radio"/> Planning Board <input type="radio"/> Tourism Development Authority <input type="radio"/> Other |
|---|--|

List in order of preference the Boards on which you would be willing to serve:

1.	Tourism Development Authority
2.	
3.	

List any work, volunteer, and/or other experience you would like to have considered in the review of your application (attach an additional sheet if necessary).

Former Mayor, Recreation Committee Chair, BMVFD, Former United Way Chair, Former High Country Host President, Former Board Member of Joe Shannon's Mountainhome Music, Blue Ridge Conservancy Board

Signature: 	Date: 9-4-2023
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Town of Beech Mountain Board Application Form

If you are at least 18 years old and willing to volunteer your time and expertise to your community, complete this fillable pdf application. Questions can be answered by The Town Clerk, at 828.387.4236. Once completed, sign the form and submit to the Town using one of the following methods.

Mail: Town of Beech Mountain
Attention: Town Clerk
403 Beech Mountain
Parkway Beech Mountain,
NC 28604

Email: clerk@townofbeechmountain.com

Fax: 828.387.4862

Complete the form below:

Name:	Leighann Cogdill		
Home Address:	110 Aster Trl		
City:	Beech Mountain	Zip:	28604
Telephone:	8289641628	Alternate Number:	8283872150
Email:			
Are you a resident of the Town of Beech Mountain? <i>(respond yes or no, some boards have residency requirements)</i>			Yes

The following is a list of Town boards to serve on that are through Council appointment:

- | | |
|---|--|
| <ul style="list-style-type: none"> <input type="radio"/> Board of Adjustment <input type="radio"/> Parks and Recreation <input type="radio"/> Tree Board | <ul style="list-style-type: none"> <input type="radio"/> Planning Board <input type="radio"/> Tourism Development Authority <input type="radio"/> Other |
|---|--|

List in order of preference the Boards on which you would be willing to serve:

1.	Tourism Development Authority
2.	
3.	

List any work, volunteer, and/or other experience you would like to have considered in the review of your application (attach an additional sheet if necessary).

I am the Human Resources and Accounting Coordinator at Beech Mountain Resort. Previously, I was the Head of Administration at Beech Mountain Resort. I have been with the resort for 5 years, and I have lived on Beech Mountain for 7 years. I have over 12 years experience working in the hospitality/tourism industry in the High Country. I feel my input and perspective could be valuable and helpful for the TDA and the town of Beech Mountain.

Signature: Leighann Cogdill	Date: 9.28.23
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RESOLUTION

TO: Town Council

FROM: Preston Yates

DATE: October 10, 2023

SUBJECT: Voluntary Annexation Petition - Buckeye Creek Rd

FOR THE PURPOSE OF:

A Petition for Voluntary Annexation was received by the Town. This Resolution directs the Town Clerk to investigate the sufficiency of the petition pursuant to NCGS 160A-31 and report the findings to the Town Council. Once the Town Clerk reports the findings to Council and upon a finding that the petition is sufficient, a date will be set for a public hearing where Council will consider the option of annexation.

SIGNATURES:

Town Manager

Town Clerk



Resolution

Town of Beech Mountain
North Carolina

Date: 10/10/2023

TOWN OF BEECH MOUNTAIN

A RESOLUTION DIRECTING THE TOWN CLERK TO INVESTIGATE A VOLUNTARY ANNEXATION PETITION RECEIVED PURSUANT TO NORTH CAROLINA GENERAL STATUTES § 160A-31 ET SEQ. FOR A 19.943 ACRE PROPERTY DESCRIBED AS LOT 131 OF EAGLES NEST NORTH LOCATED AT THE SOUTHWEST CORNER OF BUCKEYE CREEK ROAD AND PINNACLE RIDGE ROAD AS DEPICTED ON PLAT BOOK 46 PAGE 7 OF AVERY COUNTY REGISTER OF DEEDS

Resolution No. 2023-19

WHEREAS, the Town of Beech Mountain is a duly incorporated municipality and political subdivision of the State of North Carolina; and

WHEREAS, N.C. General Statutes § 160A-31 authorizes a municipality to annex by ordinance an area contiguous to its primary corporate limits upon receipt of a petition for voluntary annexation; and

WHEREAS, a petition requesting voluntary annexation of an area described in said petition was received on October, 4, 2023, by the Town of Beech Mountain, and

WHEREAS, N.C. General Statutes § 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place, and

WHEREAS, the Town Council of the Town of Beech Mountain deems it advisable to proceed in response to this request for annexation.

NOW THEREFORE be it resolved by the Town Council of the Town of Beech Mountain that the Town Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the Town Council the result of the investigation.

READ, CONSIDERED, PASSED, AND APPROVED at a regular meeting of the Town Council for the Town of Beech Mountain, North Carolina, at which a quorum was present and which was held on the ____ day of _____, 2023.

ADOPTED this the ____ day of _____, 2023.

Barry Kaufman, Mayor

ATTEST:

_____(SEAL)
Emily Haynes
Clerk to the Board

ANNEXATION APPLICATION

Town of Beech Mountain



Property Information			
Property Address(es):	Eagles Nest North Lot N-1		
Parcel ID #(s): PID:	1940-05-19-3574		
Owner Information			
Name of Owner(s):	Buckeye Nest NC, LLC		
Owner Address:	433 Lake Mirror Drive		
Owner City/State/Zip	Lake Placid	FL	33852
Owner Telephone:	561-436-2040		
Owner Email:	randygilde@gmail.com		
Applicant Information (if different from owner)			
Name of Applicant:			
Applicant Address:			
Applicant City/State/Zip			
Applicant Telephone:			
Applicant Email:			

In accordance with North Carolina General Statutes §160A-31 et seq., the Town of Beech Mountain, a duly incorporated municipality has the right, power, privilege, and authority of annexation of unincorporated real property by petition of the property owners. An application for Annexation shall be accompanied with a **Petition for Voluntary Annexation**.

Upon receipt of the petition, the Town Clerk shall investigate the sufficiency thereof and shall certify the result of the investigation. Upon receipt of the certification, the Town Council shall fix a date for a public hearing on the question of annexation and shall cause notice of the public hearing to be published at least 10 days prior to the date of the public hearing.

At the public hearing residents and property owners in the annexation area and residents and property owners in the Town of Beech Mountain shall be given an opportunity to be heard. The Town Council shall then determine whether the petition meets the requirements for annexation and shall have the authority to pass an ordinance annexing the territory described.

A complete application package must be received by the Zoning Administrator at least 45 days prior to a Town Council meeting. Incomplete applications and those submitted after the deadline may be placed on the next available Town Council meeting agenda.

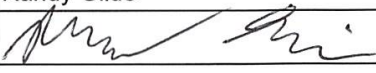
Applicant Narrative of requested annexation:

Due to new construction and requesting of town sewer and water- requesting remaining area within parcel to be annexed into town limits

Petition for Voluntary Annexation attached: YES NO

CERTIFICATION

By submitting this application, I hereby certify that I am the owner and/or legal representative* of the owner of the property or properties that is/are the subject of this application. I hereby certify that the information provided herein or attached hereto is true and correct, to the best of my knowledge.

Print Name:	Randy Gilde
Signature:	
*NOTE: Legal Representative(s) must also complete and submit Owner's Authorization Form	

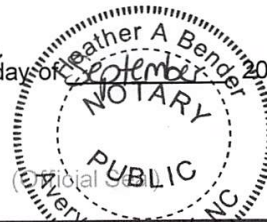
STATE OF NC

COUNTY OF Avery

The foregoing instrument was acknowledged before me this 20th day of September, 2023.

Notary Public: Weather A. Bender

My commission expires: 3/22/2028



OFFICIAL USE ONLY

Date Application Received:		Town Council Meeting Date(s):	
Date Notices Mailed:	Date of Legal Ad:	Date Property Posted:	
Date Fee Paid:	Amount Paid: \$	Staff Initials:	Case Number:
I hereby certify this application is complete and accepted.			
_____ Staff Signature		_____ Date	

STATE OF NORTH CAROLINA PETITION FOR VOLUNTARY ANNEXATION

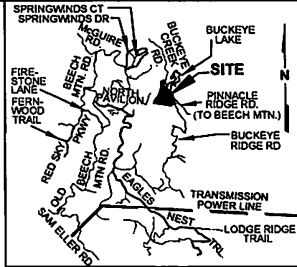
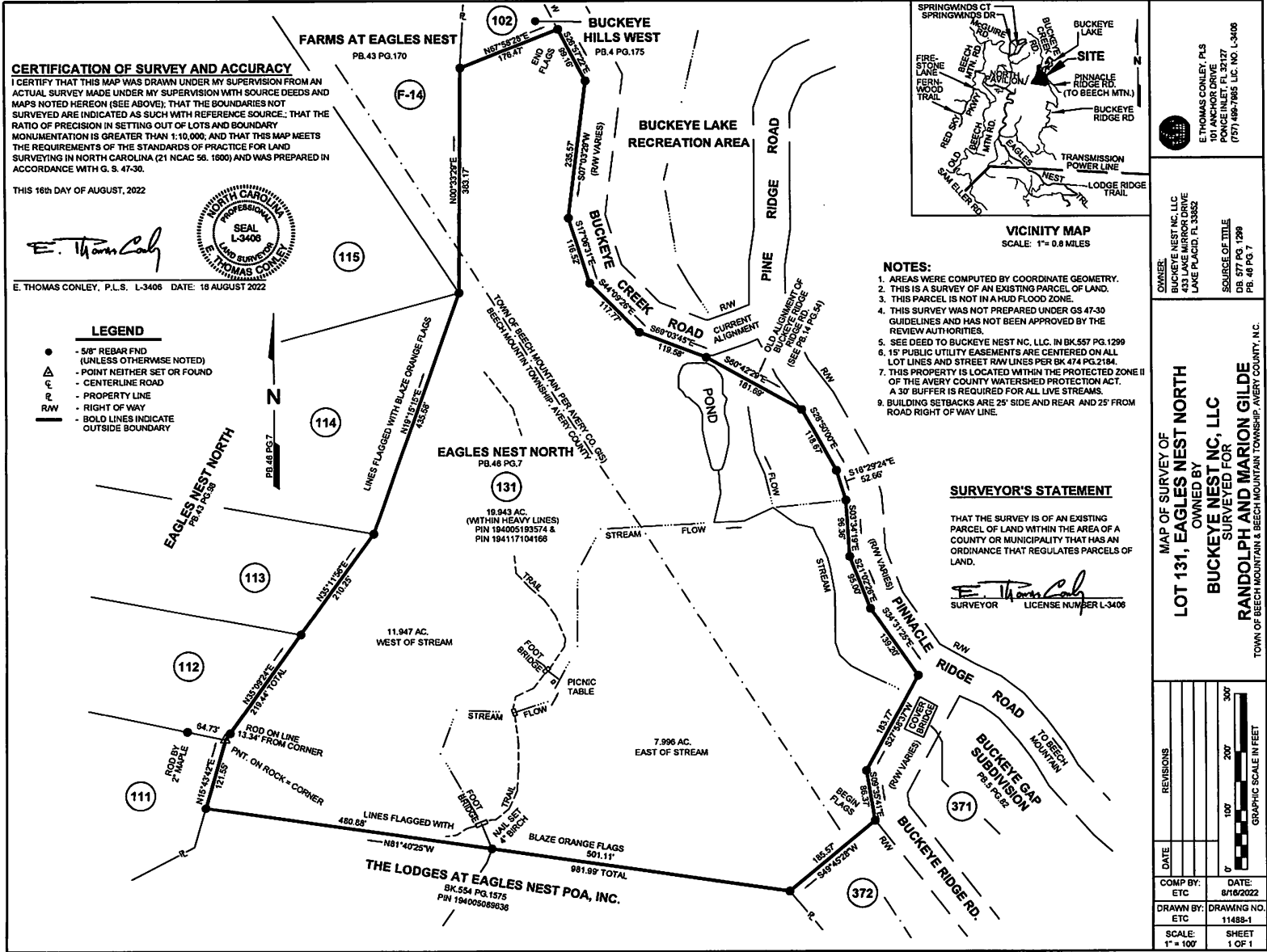
CERTIFICATION OF SURVEY AND ACCURACY
 I CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION WITH SOURCE DEEDS AND MAPS NOTED HEREON (SEE ABOVE); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS SUCH WITH REFERENCE SOURCE; THAT THE RATIO OF PRECISION IN SETTING OUT OF LOTS AND BOUNDARY MONUMENTATION IS GREATER THAN 1:10,000, AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56. 1900) AND WAS PREPARED IN ACCORDANCE WITH G. S. 47-30.

THIS 16th DAY OF AUGUST, 2022

E. Thomas Conley
 E. THOMAS CONLEY, P.L.S. L-3406 DATE: 18 AUGUST 2022



- LEGEND**
- - 5/8" REBAR FND (UNLESS OTHERWISE NOTED)
 - △ - POINT NEITHER SET OR FOUND
 - ⊕ - CENTERLINE ROAD
 - - PROPERTY LINE
 - - RIGHT OF WAY
 - - BOLD LINES INDICATE OUTSIDE BOUNDARY



- NOTES:**
1. AREAS WERE COMPUTED BY COORDINATE GEOMETRY.
 2. THIS IS A SURVEY OF AN EXISTING PARCEL OF LAND.
 3. THIS PARCEL IS NOT IN A HUD FLOOD ZONE.
 4. THIS SURVEY WAS NOT PREPARED UNDER GS 47-30 GUIDELINES AND HAS NOT BEEN APPROVED BY THE REVIEW AUTHORITIES.
 5. SEE DEED TO BUCKEYE NEST NC, LLC, IN BK.557 PG.1299
 6. 15' PUBLIC UTILITY EASEMENTS ARE CENTERED ON ALL LOT LINES AND STREET RW LINES PER BK 474 PG.2184.
 7. THIS PROPERTY IS LOCATED WITHIN THE PROTECTED ZONE II OF THE AVERY COUNTY WATERSHED PROTECTION ACT. A 30' BUFFER IS REQUIRED FOR ALL LIVE STREAMS.
 8. BUILDING SETBACKS ARE 25' SIDE AND REAR AND 25' FROM ROAD RIGHT OF WAY LINE.

SURVEYOR'S STATEMENT
 THAT THE SURVEY IS OF AN EXISTING PARCEL OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
E. Thomas Conley
 SURVEYOR LICENSE NUMBER L-3406

OWNER:
 BUCKEYE NEST NC, LLC
 433 LAKE MIRROR DRIVE
 LAKE PLACID, FL 33852

SOURCE OF TITLE:
 DB. 577 PG. 1298
 PB. 48 PG. 7

MAP OF SURVEY OF LOT 131, EAGLES NEST NORTH OWNED BY BUCKEYE NEST NC, LLC SURVEYED FOR RANDOLPH AND MARION GILDE

TOWN OF BEECH MOUNTAIN & BEECH MOUNTAIN TOWNSHIP, AVERY COUNTY, N.C.

DATE	REVISIONS

COMP BY: ETC DATE: 8/16/2022
 DRAWN BY: ETC DRAWING NO.: 11488-1
 SCALE: 1" = 100' SHEET: 1 OF 1



REPORT

TO: Town Council
FROM: Steve Smith
DATE: October 10, 2023
SUBJECT: Finance Department August Report

FOR THE PURPOSE OF:

To report the status of the annual budget and to provide a financial summary of the current fiscal year.

ATTACHED FOR YOUR CONSIDERATION:

August 2023 Financial Report
August 2023 Budget Report

STAFF RECOMMENDATION:

Review

SIGNATURES:

Town Manager

Town Clerk

**Town of Beech Mountain
Monthly Financial Report
Fiscal Year 2024**

<u>General Fund</u>	<u>Budget</u>	Through the reported month												16.67%	<u>% of Budget</u>
		<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>		
Total Revenue	11,549,993	107,272	146,222											253,494	2.19%
Total Expenditures	11,549,993	1,036,198	765,736											1,801,934	15.60%
Unaudited General Fund balance as of July 1st	7,750,882	7,750,882	6,821,956											7,750,882	
Revenues Less Expenditures		(928,926)	(619,514)	-	-	-	-	-	-	-	-	-	-	(1,548,440)	
Estimated change to Fund Balance		6,821,956	6,202,442	-	-	-	-	-	-	-	-	-	-	6,202,442	

Water/Sewer Enterprise Fund

Total Revenue	3,508,096	322,415	352,639											675,054	19.24%
Total Expenses	3,508,096	263,388	302,889											566,277	16.14%
Unaudited Unrestricted Cash Reserves as July 1st	2,154,861	2,154,861	2,213,888											2,154,861	
Revenues Less Expenses		59,027	49,750	-	-	-	-	-	-	-	-	-	-	108,777	
Estimated Change in Cash Reserves		2,213,888	2,263,638	-	-	-	-	-	-	-	-	-	-	2,263,638	

Sanitation Enterprise Fund

Total Revenue	792,480	74,197	67,814											142,011	17.92%
Total Expenses	792,480	61,442	60,083											121,525	15.33%
Unaudited Unrestricted Cash Reserves as July 1st	675,182	675,182	687,937											675,182	
Revenues Less Expenses		12,755	7,731	-	-	-	-	-	-	-	-	-	-	20,486	
Estimated Change in Cash Reserves		687,937	695,668	-	-	-	-	-	-	-	-	-	-	695,668	

Book Value - Cash & Investments All FUNDS

	<u>Fund</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>
Branch Banking and Trust (Pooled) #1	Pooled	257,844	608,199										
North Carolina Capital Management Trust #2	General Fund	8,177,755	7,458,911										
Mountain Community - Certificates of Deposit #4	General Fund	103,750	103,750										
North Carolina Capital Management Trust #6	Utility Fund	1,260,005	1,265,606										
North Carolina Capital Management Trust #8	Sanitation Fund	228,709	229,862										
North Carolina Capital Management Trust #9	E911 Fund	76,175	76,514										
Total Cash & Investments		10,104,238	9,742,842	-	-	-	-	-	-	-	-	-	-

Transfers for the month July and August

Transferred \$1.5M on July 6th from 2 to 1
Transferred \$1M on August 4th from 2 to 1

TOWN OF BEECH MOUNTAIN
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: AUGUST 31ST, 2023

10 -General Fund
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
Tax Revenue	6,512,343	18,662.29	44,800.95	0.00	6,467,542.05	0.69
Interest Income	32,700	33,958.99	71,536.95	0.00	(38,836.95)	218.77
Miscellaneous Income	574,000	21,400.80	50,362.85	0.00	523,637.15	8.77
State Revenue	2,159,950	14.12	99.98	0.00	2,159,850.02	0.00
Fees	66,200	15,497.00	23,435.60	0.00	42,764.40	35.40
Gains/Losses	25,000	0.00	0.00	0.00	25,000.00	0.00
Other	550,000	0.00	0.00	0.00	550,000.00	0.00
Other Sources	1,827,500	56,689.10	63,258.36	0.00	1,764,241.64	3.46
TOTAL REVENUES	11,747,693	146,222.30	253,494.69	0.00	11,494,198.31	2.16
<u>EXPENDITURE SUMMARY</u>						
Administration	2,157,105	66,529.54	162,572.43	0.00	1,994,532.57	7.54
Tax Collections	59,140	3,779.44	9,960.93	0.00	49,179.07	16.84
Vistors Center	1,667,974	19,582.61	40,257.90	0.00	1,627,716.10	2.41
Police	1,633,475	126,192.92	357,283.94	28,268.24	1,248,917.16	23.54
Fire	1,000,358	67,510.27	240,654.83	0.00	759,703.17	24.06
Special Projects	0	0.00	0.00	0.00	0.00	0.00
Building Inspections	259,692	12,557.42	32,550.27	0.00	227,141.73	12.53
Planning	157,911	9,001.32	20,702.71	0.00	137,208.29	13.11
Vehicle Maintenance	202,700	(3,915.60)	23,969.99	500.00	178,230.01	12.07
Road Maintenance	3,490,562	390,408.15	737,282.06	32,023.60	2,750,041.30	21.21
Recreation	1,118,776	74,089.45	176,699.48	43,981.19	898,507.16	19.69
TOTAL EXPENDITURES	11,747,693	765,735.52	1,801,934.54	104,773.03	9,871,176.56	15.97
REVENUE OVER/(UNDER) EXPENDITURES	0	(619,513.22)	(1,548,439.85)	(104,773.03)	1,623,021.75	0.00

TOWN OF BEECH MOUNTAIN
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: AUGUST 31ST, 2023

30 -Water/Sewer
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
Interest Income	10,000	5,601.07	10,985.34	0.00 (985.34)	109.85
Miscellaneous Income	10,000	125.00	175.00	0.00	9,825.00	1.75
State Revenue	0	0.00	0.00	0.00	0.00	0.00
Metered Sales & Fees	3,488,096	346,912.74	663,893.26	0.00	2,824,202.74	19.03
Gains/Losses	0	0.00	0.00	0.00	0.00	0.00
Other	0	0.00	0.00	0.00	0.00	0.00
Other Sources	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	3,508,096	352,638.81	675,053.60	0.00	2,833,042.40	19.24
<u>EXPENDITURE SUMMARY</u>						
W/S Administration	1,641,668	104,602.76	256,318.29	2,685.00	1,382,664.71	15.78
Water	1,080,319	78,734.06	167,674.69	24,764.60	887,879.71	17.81
Sewer	422,159	42,932.58	62,531.64	12,349.41	347,277.95	17.74
Taps & System	363,950	76,619.42	79,752.45	18,457.50	268,235.05	26.30
TOTAL EXPENDITURES	3,508,096	302,888.82	566,277.07	58,256.51	2,886,057.42	17.73
REVENUE OVER/(UNDER) EXPENDITURES	0	49,749.99	108,776.53 (58,256.51) (53,015.02)	0.00

TOWN OF BEECH MOUNTAIN
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: AUGUST 31ST, 2023

35 -Sanitation
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
Interest Income	150	1,153.12	2,130.44	0.00 (1,980.44)	1,420.29
Miscellaneous Income	20,500	2,241.00	11,316.00	0.00	9,184.00	55.20
State Revenue	370	0.00	0.00	0.00	370.00	0.00
Fees	771,460	64,419.89	128,564.46	0.00	642,895.54	16.67
Gains/Losses	0	0.00	0.00	0.00	0.00	0.00
Other	0	0.00	0.00	0.00	0.00	0.00
Other Sources	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	792,480	67,814.01	142,010.90	0.00	650,469.10	17.92
<u>EXPENDITURE SUMMARY</u>						
Sanitation	792,480	60,082.79	121,524.70	0.00	670,955.30	15.33
TOTAL EXPENDITURES	792,480	60,082.79	121,524.70	0.00	670,955.30	15.33
REVENUE OVER/(UNDER) EXPENDITURES	0	7,731.22	20,486.20	0.00 (20,486.20)	0.00



REPORT

TO: Mayor and Town Council
FROM: Bob Pudney
DATE: October 10, 2023
SUBJECT: Fire Department Monthly Report

SIGNATURES:

Town Manager

Town Clerk

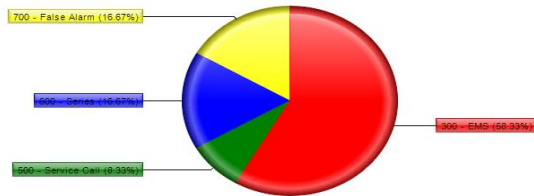
BEECH MOUNTAIN FIRE DEPARTMENT
Monthly Report
September 30, 2023

EVENT	THIS PERIOD	SAME PERIOD LAST YEAR	FISCAL YTD
FIRE CALLS	12	4	36
MEDICAL CALLS	18	10	52
FIRE SAFETY INSPECTIONS	0	1	8
PUBLIC EDUCATION	0	0	1
FIRE HYDRANT INSPECTIONS	0	0	0
TRAINING HOURS	327	466	749
MEETINGS	6	6	11
EMS RESPONSE TIME AVG.	10.3	N/A	9.52

COMMENTS:

Membership Recruitment Program.

Hose Testing





REPORT

TO: Town Council
FROM: Preston Yates
DATE: October 10, 2023
SUBJECT: Planning & Inspections Monthly Report for 2023-09

FOR THE PURPOSE OF:

Monthly report of activities for the Planning & Inspection Department for September, 2023.

SIGNATURES:

Town Manager

Town Clerk

TOWN OF BEECH MOUNTAIN
PLANNING AND INSPECTIONS MONTHLY REPORT
 September-2023

Summary and Highlights

Building:

Building permit issuance remains slightly lower than 2022 but still well above average
 Inspections remain above 2022 numbers and also well above average

Zoning:

Zoning amendments codification approved and published through American Legal
 New zoning amendments for driveway connections awaiting codification

Trees:

Tree permits continue at average numbers

GIS/Mapping:

New high-resolution LiDAR data obtained from NCEM through NC OneMap
 Database maintenance and consolidation underway to improve data management

Planning Board:

No meeting for the Planning Board in August

Board of Adjustment:

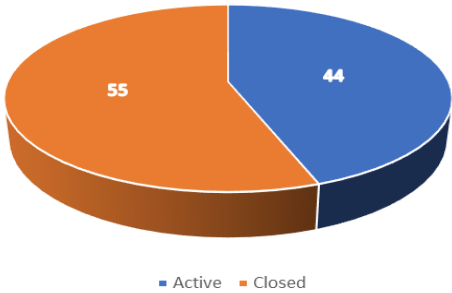
No meeting for Board of Adjustment in September

Other:

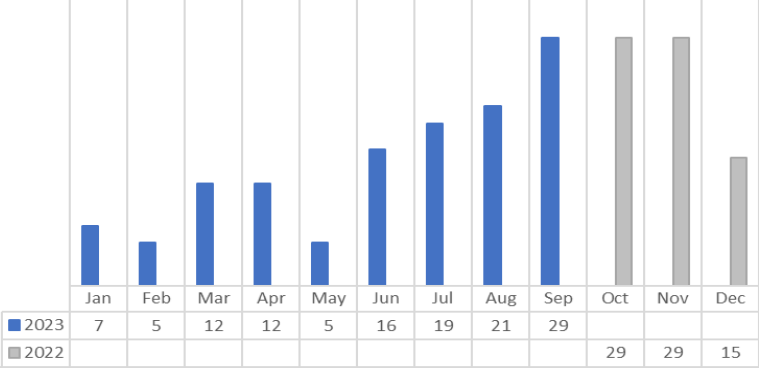
CODE ENFORCEMENT

Monthly and Quarterly Case Counts

Active and Closed Code Cases
 July 2023 - Sept 2023



CODE ENFORCEMENT CASE COUNTS



Code Enforcement:

Case load is elevated this month due to influx of code issues over the past few months
 July, August, & September saw an increased level of code complaints at 19, 21, & 29 respectively
 Active Code Enforcement effort underway for various common code issues
 iWorq software allowing for improved tracking and enforcement of code issues

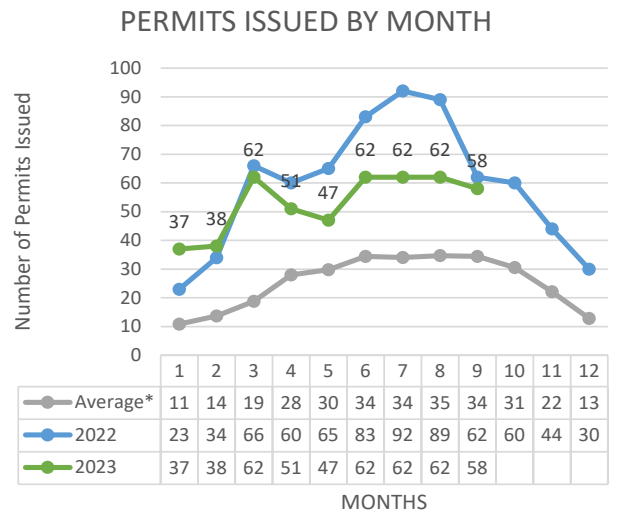
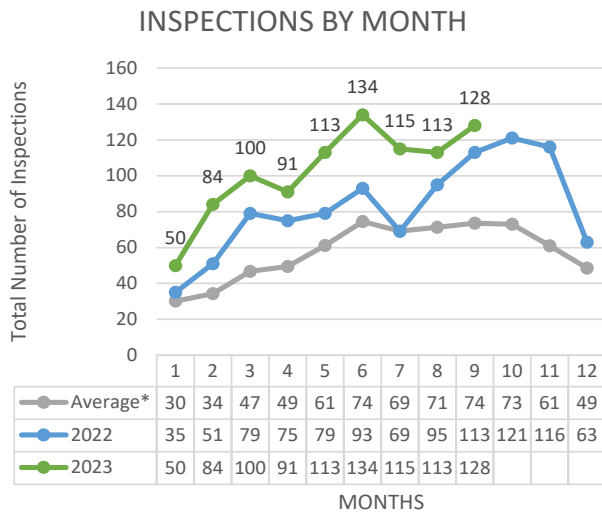
TOWN OF BEECH MOUNTAIN
Monthly Report
Planning and Inspections Department
September-2023

1. Number of Inspections

	This Month	Last Month	Same Month Last Year	This Fiscal Year to Date	Last Fiscal Year to Date	Calendar Year to Date
Building	51	51	57	141	119	353
Electrical	25	19	27	68	57	181
Plumbing	17	10	10	45	35	112
Htg/Air & Misc.	35	33	19	102	66	282

2. Permits Issued

No. Issued	58	62	62	182	243	479
Value	\$ 1,383,950	\$ 2,130,645	\$ 3,075,272	\$ 4,279,854	\$ 8,182,920	\$ 15,647,860
Permit Fees	\$ 63,670.00	\$ 63,253.00	\$ 63,643.30	\$ 132,728.00	\$ 244,519.43	\$ 435,694.85



*NOTE: Average Inspections and Permits are calculated based on a running average since April 2009

3. Nature of Building Permits

# of Permits	Type	Address	Total Fees	Valuation	New Bldgs FY to Date	New Bldgs Last FY
3	New Single Family		\$ 35,385.00	\$ 525,000	8	13
	New Multi-Family				0	0
	New Commercial				0	0
55	Other	Various	\$ 28,285.00	\$ 858,950		
58			\$ 63,670.00	\$ 1,383,950		



REPORT

TO: Mayor and Town Council
FROM: Tim Barnett
DATE: October 10, 2023
SUBJECT: Police Department Monthly Report

SIGNATURES:

Town Manager

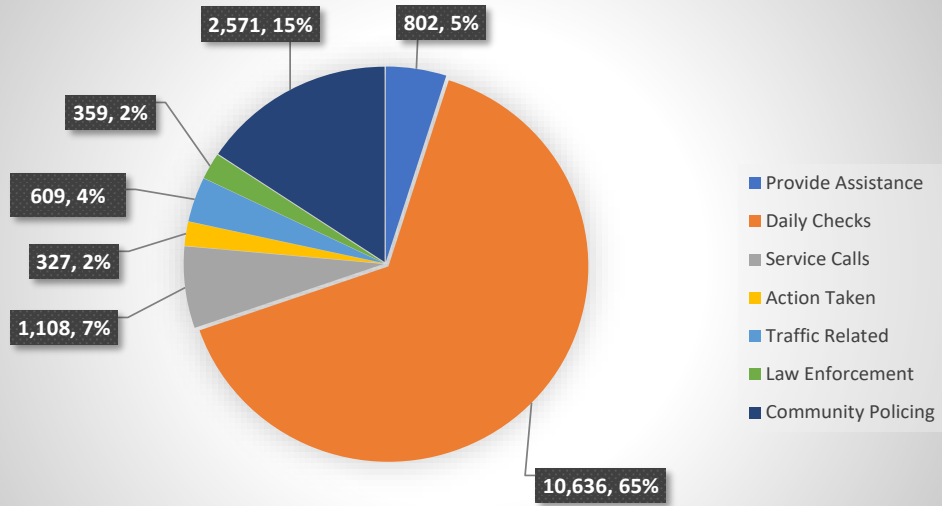
Town Clerk



Activity Log Yearly Summary Totals
 Beech Mountain Police Department
 January 1, 2023 through September 30, 2023

<i>Call Type</i>	<i>2022</i>	<i>2023</i>	<i>Call Type</i>	<i>2022</i>	<i>2023</i>
Provide Assistance			Traffic Related		
Assist Fire Department	33	7	Driving While Impaired	12	2
Assist Investigation	1	0	Improper Parking	104	69
Assist Other Agency	72	54	Stationary/Directed Patrol	608	252
Assist Town Dept/Business	9	9	Traffic Control	34	25
Assist Homeowner	51	43	Vehicle Accidents	49	55
Assist Motorist	303	318	Vehicle Stops	228	206
Assist Other Officer	236	175			
Escort	355	158	Law Enforcement Calls		
Assist Medical Calls	53	38	911 Hang Ups	35	18
			Alarms	71	61
Daily Checks			Breaking & Entering	29	14
Business Checks	9,307	9,016	Domestic Complaints	20	14
Care Track Test	0	0	Assault / Fights	12	6
Security Checks	108	48	Fire Works Violations	6	2
Residence Checks	1,626	1,553	Fraud	2	7
Welfare Check	27	19	Hit & Run	8	2
			Intoxicated/Drunk & Disruptive	6	4
Service Calls			Investigation	20	11
Animal Control Domestic/Wildlife	118	106	Larceny	12	14
Calls for Service	1064	867	Mental Subject	4	10
Deliver Letter/Message	55	31	Missing Person	5	5
Found Property	13	18	Noise Disturbance/Loud Music	43	33
Golf Cart / UTV Inspections	30	30	Open Door/Open Window	71	48
ATV/Golf Cart Complaints	1	1	Prowler	0	1
Recreation/Town Deposit	70	55	Shots Fired/Sound of Shots Fired	3	3
COVID/mask	0	0	Subject with Gun/Weapon	1	1
			Suspicious Vehicle	100	64
Action Taken			Trespassing	27	24
Court	20	4	Vandalism	5	1
Felony Arrest	2	0	Continuing Investigation	31	16
Misdemeanor Arrest	11	4			
State Citations	59	45	Community Policing		
Town Ordinance Violations	57	100	Community Policing Contacts	5,437	2,539
Verbal Warning	171	156	Community Events	25	32
Warning Citations	20	14			
Warrant Service	13	4			
2022 Event Totals: 21,607			2023 Event Totals: 17,005		

2023 Monthly Condensed Calls





REPORT

TO: Town Council
FROM: Daniel Davis
DATE: October 10, 2023
SUBJECT: DOI Monthly Report October

FOR THE PURPOSE OF:
Monthly Reports for PW, Utilities, and Sanitation

SIGNATURES:

Town Manager

Town Clerk

Monthly Water and Wastewater Treatment Flow Report

Water Treatment

	Current Data September-23	Comparison to Previous year September-22
Source Water Withdrawn:	14.062 MG Total	14.329 MG Total
	0.469 MGD AVG	0.478 MGD AVG
	0.363 MGD MIN	0.363 MGD MIN
	0.651 MGD MAX	0.564 MGD MAX
Finished Water Produced:	13.84 MG Total	13.95 MG Total
	0.461 MGD AVG	0.465 MGD AVG
	0.354 MGD Max	0.58 MGD Max
	0.588 MGD Min	0.359 MGD Min

Note: Treatment if full compliance for the month

Wastewater Treatment

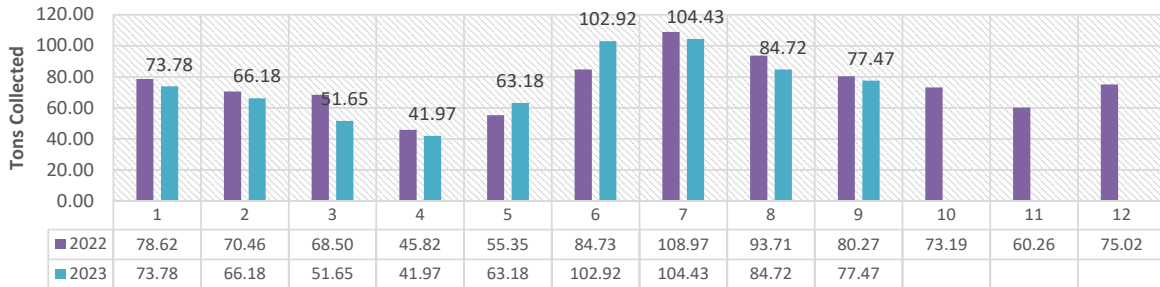
	Current Data August-23	Comparison to Previous year August-22
Pond Creek WWTP Effluent Flow	6.448 MG Total	4.287 MG Total
	0.208 MGD AVG	0.138 MGD AVG
	0.100 MGD MIN	0.090 MGD MIN
	0.470 MGD MAX	0.017 MGD MAX
	0.400 Permitted Daily Max	0.400 Permitted Daily Max
Grassy Gap WWTP Effluent Flow	1.736 MG Total	0.775 MG Total
	0.056 MGD AVG	0.025 MGD AVG
	0.014 MGD MIN	0.070 MGD MIN
	0.166 MGD MAX	0.090 MGD MAX
	0.080 Permitted Daily Max	0.080 Permitted Daily Max
Buckeye Water Treatment Waste Process	0.578 MG Total	0.268 MG Total
	0.019 MGD AVG	0.009 MGD AVG
	0.006 MGD MIN	0.001 MGD MIN
	0.058 MGD MAX	0.027 MGD MAX

Note: All Treatment if full compliance for the month

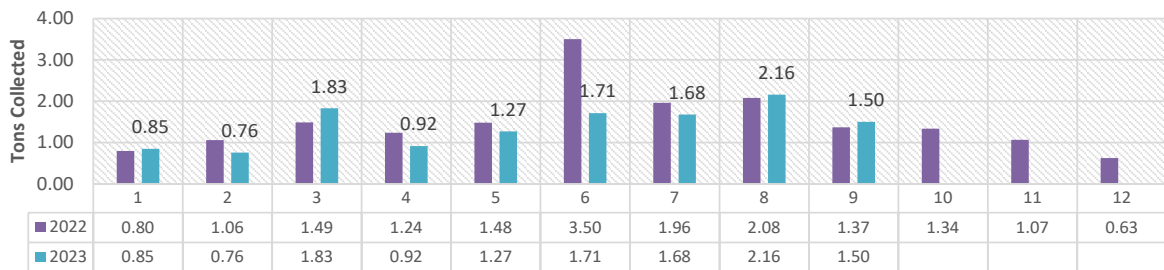
Sanitation Department
Monthly Report

2022	SOLID WASTE	CONSTRUCTION MATERIAL	RECYCLING					--ROAD MAINTENANCE--					
			RECYCLED METAL	Mixed Paper and Plastic	GLASS	ALUMINUM	CARDBOARD	ROADS GRADED	STABILIZING STONE	POT HOLES REPAIRED	WASH OUTS	DITCHES PULLED	ROADWAYS MOWED
JAN	78.62	Res. Const. Day	1.50	0.80	0.00	0.00	0.00						
FEB	70.46	Res. Const. Day	12.07	1.06	0.00	0.00	9.37			20	5	4	
MAR	68.50	Res. Const. Day	2.58	1.49	0.00	0.00	0.00	4	5	20	8	2	
APR	45.82	Res. Const. Day	1.39	1.24	2.18	0.28	0.00	20	2	20	4	4	
MAY	55.35	Res. Const. Day	4.99	1.48	1.49	0.24	0.00	12	0	25	8	4	
JUN	84.73	Res. Const. Day	1.67	3.50	2.50	0.67	5.51	16	5	50	6	20	5
JUL	108.97	Res. Const. Day	3.09	1.96	3.23	0.58	0.00	9	0	4	12	3	2
AUG	93.71	Res. Const. Day	3.90	2.08	3.30	0.33	4.17	16	2	12	6	8	12
SEPT	80.27	Res. Const. Day	6.24	1.37	1.91	0.30	4.16	14	2	1	3	0	30
OCT	73.19	Res. Const. Day	2.36	1.34	1.43	0.15	0.00	17	0	1	1	0	0
NOV	60.26	Res. Const. Day	1.47	1.07	2.81	1.88	4.52	4	6	25	16	11	0
DEC	75.02	Res. Const. Day	0.45	0.63	1.05	0.09	0.00	6	0	0	0	0	0
YTD TOTALS	894.90	0.00	41.71	18.02	19.90	4.52	27.73	118.00	22	178	69	56	49
2023	SOLID WASTE	CONSTRUCTION MATERIAL	RECYCLING					--ROAD MAINTENANCE--					
			RECYCLED METAL	Mixed Paper and Plastic	GLASS	ALUMINUM	CARDBOARD	ROADS GRADED	STABILIZING STONE	POT HOLES REPAIRED	WASH OUTS	DITCHES PULLED	ROADWAYS MOWED
JAN	73.78	Res. Const. Day	1.36	0.85	1.16	0.13	0.00						
FEB	66.18	Res. Const. Day	1.36	0.76	1.06	0.13	4.05						
MAR	51.65	Res. Const. Day	0.00	1.83	1.34	0.15	0.00	13		3	7		
APR	41.97	Res. Const. Day	7.23	0.92	0.96	0.18	0.00	7		5	5	12	
MAY	63.18	Res. Const. Day	11.50	1.27	1.02	0.22	0.00	25	25	20	15	25	8
JUN	102.92	Res. Const. Day	2.25	1.71	2.31	0.40	4.79	25	25	15	12	25	8
JUL	104.43	Res. Const. Day	2.00	1.68	3.43	0.60	4.03	16	2	16	11	5	8
AUG Co-Mingling	84.72	Res. Const. Day	5.05	2.16	3.36	0.41	4.04	16	8	8	9	5	8
SEPT	77.47	Res. Const. Day	3.26	1.50	3.37	0.29	3.92	6	9	5	0	0	8
OCT													
NOV													
DEC													
YTD TOTALS	666.30	0.00	34.01	12.68	18.01	2.51	20.83	108.00	69	72	59	72	40

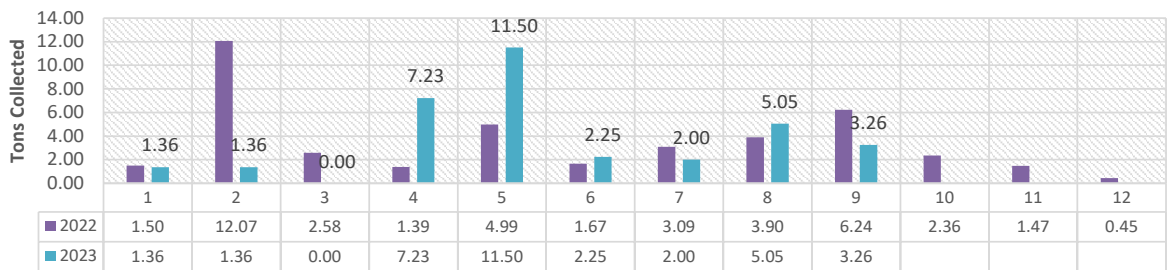
Solid Waste



Recycled Paper and Plastic



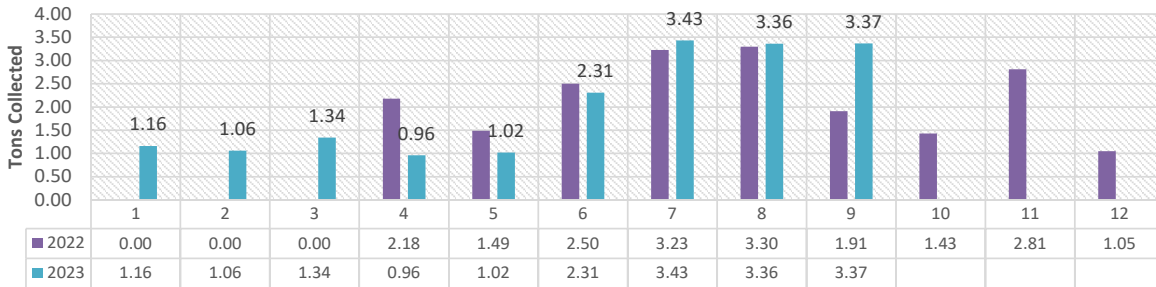
Recycled Metal



Recycled Cardboard



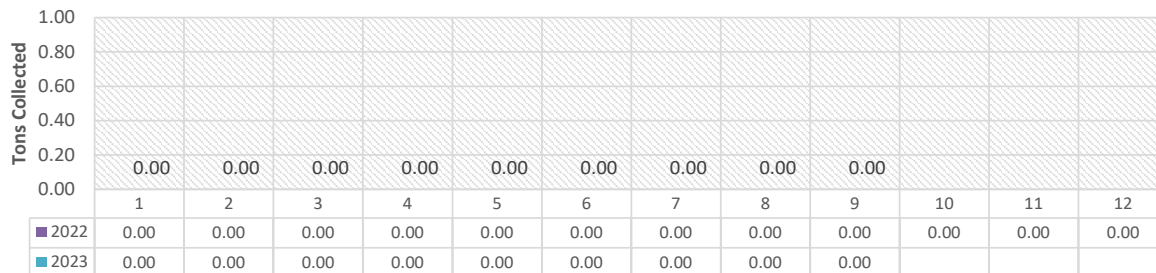
Recycled Glass

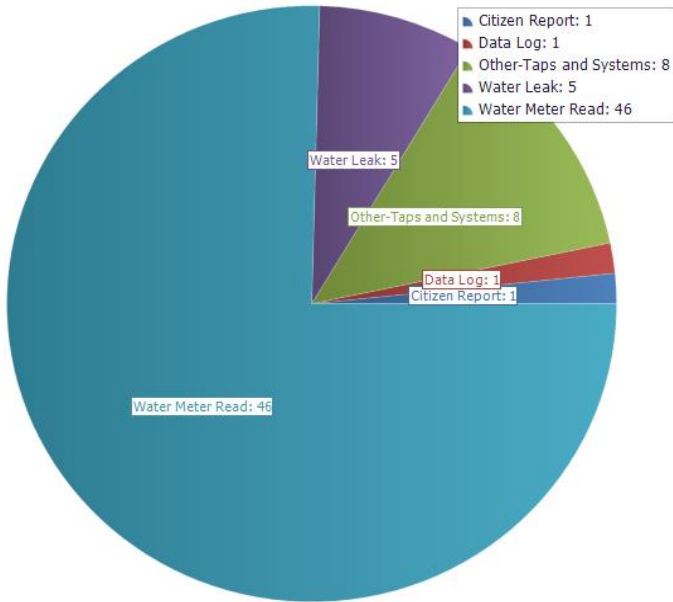
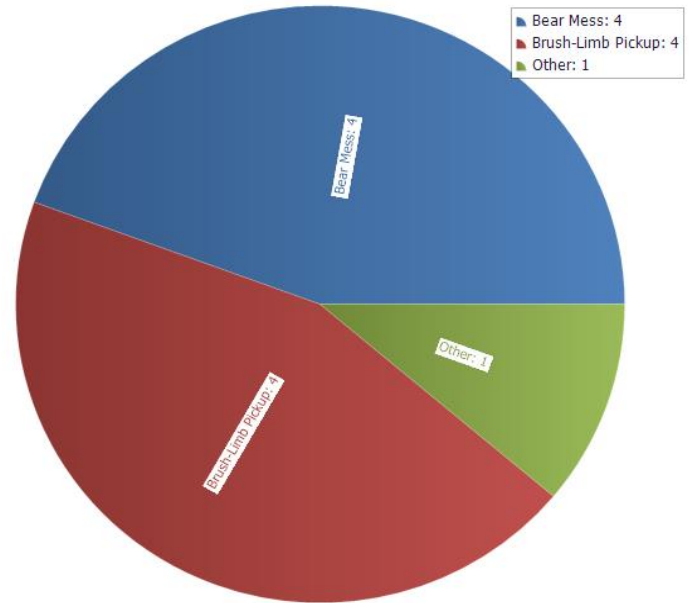
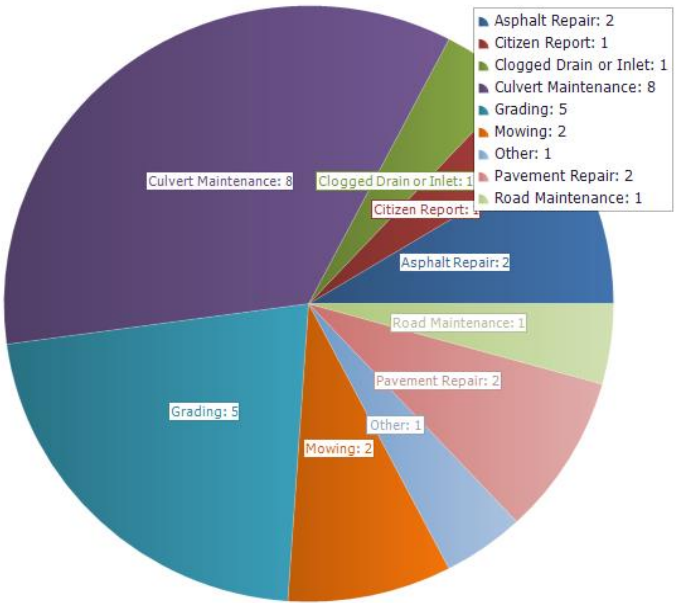


Recycled Aluminum



Construction Material







REPORT

TO: Town Manager and Town Council
FROM: Sean Royall
DATE: October 10, 2023
SUBJECT: September 2023 Recreation Report

FOR THE PURPOSE OF:

For review by town manager and council

ATTACHED FOR YOUR CONSIDERATION:

September 2023 recreation report

SIGNATURES:

Town Manager

Town Clerk



September 2023 Recreation Report

Facility Report

Finance Report

Total Monthly Revenue	\$6,511.63
Parking Lot Monthly Revenue	\$769.38
Total Recreation Revenue	\$7,281.01

Detailed Revenue Totals

Program Registrations \$2,339.69

Memberships \$2,190.00

Facility Reservations \$810.00

POS \$1,117.25

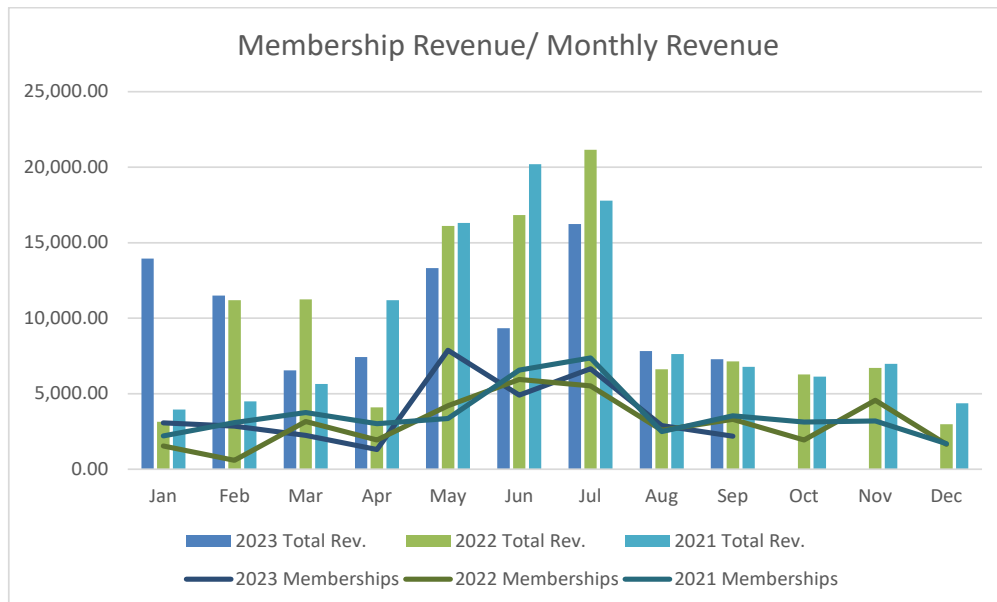
Check-In Report

Member Visits	784
Non-Member Visits	197

Membership Report

Total Memberships \$2,190.00

Family Annual \$1,250.00	Individual Annual \$700.00	Family Week Pass \$100.00	Ind. Week Pass \$140.00
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Facility Rental

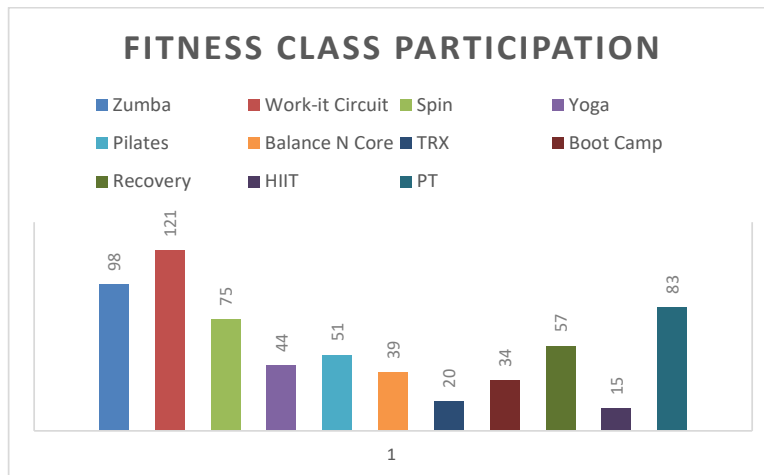
Shane Park -\$810.00

Fitness Report

Participants:

Number of classes offered in the month/ Participants.

Zumba	8	52
Work-it Circuit	8	56
Spin	8	40
PI-Yo	4	23
Beginner Pickleball	9	50
Learn to Pickleball	9	4
TRX	4	10
Yoga	4	29
Boot Camp	4	30
Recovery	4	28
Personal Training		61 sessions



Program Notes:

- Coffee on Canvas
- Porch Leaner
- Sip and Paint
- Wine Hayride

Director's Notes:

- Swings were installed and completed by Bark Park playground

Respectfully Submitted,

Sean Royall
Parks and Recreation Director
Town of Beech Mountain



REPORT

TO: Mayor and Town Council
FROM: Armando Garcia
DATE: October 10, 2023
SUBJECT: TDA Report-October 2023

FOR THE PURPOSE OF:

Report provides an overview of marketing, publicity and results

SIGNATURES:

Town Manager

Town Clerk

**Beech Mountain TDA Report
To Town Council
October 2023**

In September, the advertising began to shift focus from summer offerings to fall visits, while continuing to promote Beech Mountain as a year-round destination. Best destination for leaf peeping led our PR messaging with outdoor adventures for families, wallet-friendly destinations and “cool” vacations also promoted. We highlighted hiking, fishing and local restaurants as well as events like The Mile-High Kite Festival, Autumn at Oz and the Farmers Market. In September the TDA hosted two media visits which will result in upcoming digital and magazine articles promoting fall visitation. The TDA partnered with Blue Ridge Mountain Life to create video and photo content for their travel website and allow the TDA to use the photos and video for future promotional purposes. The TDA would like to thank the various businesses who participated in making Beech Mountain memorable for the visiting media.

Examples of media coverage received in September:

USA Today—12 Best Mountain Towns in the US to See Fall Foliage

<https://www.usatoday.com/story/travel/destinations/2023/09/06/leaf-peeping-mountain-towns/70767222007/>

Charlotte Observer—Best NC Destinations to Admire Fall Foliage

<https://www.charlotteobserver.com/charlottefive/c5-travel/article279470024.html>

Romantic Asheville—40 Best NC Mountain Towns Near Asheville

https://www.romanticasheville.com/small_towns.htm?fbclid=IwAR2va9xsRdmGcj4qKuFhOJr04P8of23vYo7X4BQKK6QGg4wSBsunvCt-ZAA

Our State—Beech Mountain Mile-High Kite Festival

<https://www.ourstate.com/events/beece-mountain-mile-high-kite-festival/>

High Country Press—We’re Not in the High Country Anymore

<https://hccpress.com/front-page/were-not-in-the-high-country-anymore.html>

Avery Journal—Beech Mountain Renames Visitor Center After Beloved Citizen

https://www.averyjournal.com/news/government/beece-mountain-renames-visitor-center-after-beloved-citizen/article_9f08c4d8-568d-11ee-9a31-73e6258bcff9.html

Results: There were 800 visitors in the Visitor Center during the month of September 2023, which was higher than the 475 visitors received in September 2022. Most of the visitors and overnight stays can be attributed to the popular Autumn at Oz Festival.