



AGENDA
Regular Town Council
Tuesday, September 10, 2024
Council Chambers 4:00 PM

	Page
1. CALL TO ORDER	
2. ADOPTION OF AGENDA	
3. INVOCATION- DEWEY CYCLONE BRETT	
4. PLEDGE OF ALLEGIANCE	
5. PUBLIC COMMENT	
<p>This is a time for the public to address their elected officials on issues not on the agenda. The town council is interested in hearing your concerns; however, speakers should not expect council action or deliberation on items brought forth during this public comment period. Topics requiring further investigation and action will be referred to the Town Manager and may be scheduled for a future agenda.</p>	
6. CONSENT AGENDA	
<p>The consent agenda contains those items not expected to require discussion and can be voted upon with a single vote. Any member of the town council can request a consent agenda item to be removed for consideration under new business.</p>	
6.1. Adoption of Minutes	3 - 7
<p>Regular Town Council - 13 Aug 2024 - Minutes - Pdf</p>	
6.2. General Records Schedule for Local Government Agencies	9 - 19
<p>Staff recommends approval Output Document (Staff Report - 1067) - Pdf</p>	
6.3. Partial Close out Capital Project for Pinnacle Ridge Well	21
<p>Approve Output Document (Staff Report - 1070) - Pdf</p>	
6.4. Order to Collect 2024 Taxes	23 - 24
<p>Approval of Order Output Document (Staff Report - 1071) - Pdf</p>	
6.5. 2025 Fee Schedule	25 - 41
<p>Approve Output Document (Staff Report - 1080) - Pdf</p>	
7. NEW BUSINESS	

7.1.	Statewide Mutual Aid Agreement Output Document (Staff Report - 1072) - Pdf	43 - 56
7.2.	Call for Public Hearing on Kitchens and Guest Suites amendments Staff recommends setting a Public Hearing date for the next regularly scheduled Council meeting on Tuesday, October 8, 2024, at 4:00 PM. Output Document (Staff Report - 1078) - Pdf	57 - 60
7.3.	Call for a Public Hearing on proposed amendments to Off-Street Parking and Loading Staff recommends that Council set a Public Hearing date for the next regularly scheduled meeting on Tuesday, October 8, 2024, at 4:00 PM. Output Document (Staff Report - 1079) - Pdf	61 - 63
8.	TOWN MANAGER AND STAFF REPORTS	
8.1.	Monthly Finance Report Review Output Document (Staff Report - 1077) - Pdf	65 - 69
8.2.	Fire Department Monthly Report Output Document (Staff Report - 1073) - Pdf	71 - 72
8.3.	Police Department Monthly Report Output Document (Staff Report - 1075) - Pdf	73 - 75
8.4.	August 2024 Recreation Report Output Document (Staff Report - 1074) - Pdf	77 - 80
8.5.	DOI Report August 2024 Output Document (Staff Report - 1076) - Pdf	81 - 86
8.6.	Planning & Inspections Monthly Report 2024-08 Output Document (Staff Report - 1081) - Pdf	87 - 89
8.7.	TDA Report Sept. 2024 Output Document (Staff Report - 1082) - Pdf	91 - 93
9.	TOWN COUNCIL COMMENTS	
10.	CLOSED SESSION - . ATTORNEY-CLIENT MATTERS PER §143-318.11(A)(3), INCLUDING TOWN OF BEECH MOUNTAIN V. GOLDSTEIN, TOWN OF BEECH MOUNTAIN V. WONDERS, TOWN OF BEECH MOUNTAIN V. RIGSBEE.	
11.	ADJOURNMENT	



MINUTES

Regular Town Council Meeting

4:00 PM - Tuesday, August 13, 2024
Council Chambers

The Regular Town Council of the Town of Beech Mountain was called to order on Tuesday, August 13, 2024, at 4:00 PM, in the Council Chambers, with the following members present:

COUNCIL PRESENT: Mayor Weidner Abernethy
Vice Mayor Kelly Melang
Councilmember Alan Villanova
Councilmember Art Beckmann
Councilmember M.W. Stanford

COUNCIL EXCUSED:

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

1. CALL TO ORDER

1.1. Mayor Abernethy called the August 13th Council Meeting to order at 4:00PM.

2. ADOPTION OF AGENDA

2.1. Mayor Abernethy requested a motion to adopt the agenda.

Motion

Kelly Melang made a motion and Art Beckmann seconded the motion.
CARRIED. unanimously.

3. INVOCATION- DEWEY CYCLONE BRETT

4. PLEDGE OF ALLEGIANCE

5. ACKNOWLEDGMENTS

5.1. Town of Beech Mountain Police Officer- Eli Wright
Town Manager Bob Pudney introduced our newly sworn-in officer, Officer Wright, and welcomed him to the Town of Beech Mountain. Officer Wright thanked the community for the opportunity to protect and serve the citizens of

Beech Mountain and stated that he was blessed to be part of the department.

5.2. North Carolina Certified Economic Developer- Kate Gavenus

6. PUBLIC COMMENT

6.1. Tahja Harrison- 1. Town information is being sent in water bills and some residents like myself have automatic drafts and do not open the water bill each month. A letter informing residents to look at the water bill would be beneficial. 2. Paid parking lot- Could we develop a system that residents use the convenience center hang tags as a parking pass as well to avoid the parking fee? 3. Growth- Do we have a maximum number of new construction permits to be approved in a year? I moved here for the safe, small-town community, and natural wildlife environment. The growth will make Beech Mountain lose all of those things and it cannot be reversed. 4. Convenience Center- The town could design a trash shoot that would allow residents to drop trash in a closed wildlife-resistant container which would not require a town employee to be on-site for operation.

7. CONSENT AGENDA

7.1. Adoption of Minutes

7.2. Proposed amendment to the FY2025 Fee Schedule

7.3. Tax Refund

Motion

M.W. Stanford made a motion to approve the consent agenda Art Beckmann seconded the motion. CARRIED. unanimously.

8. NEW BUSINESS

8.1. Resolution 2024-13

Motion

Kelly Melang made a motion to approve and accept the dedication to the public rights of way and easements on subdivision plats in Crest of Beech Subdivision Art Beckmann seconded the motion. CARRIED. unanimously.

8.2. Proclamation- Constitution Week

Motion

Kelly Melang made a motion approve September 17th through 23rd as Constitution Week M.W. Stanford seconded the motion. CARRIED. unanimously.

9. TOWN MANAGER AND STAFF REPORTS

9.1. Town Manager report-
1. Financial Reports:

Pg 44 – Revenue & expense Report – end of budget year.
General Fund – revenue down at 90.10% of projected.
Expenditures held at 87.16%
transferred \$362,939.00 to the fund

balance.

Pg 45 -Utility Fund – revenue above projected at 105.64%
Expenditures held to 96.40%
transferred \$361,693.00 to the fund

balance.

Pg 46 – Sanitation Fund – revenue down at 85.97%.
Expenditures held at 94.38%
8.41% in the red.

Rate increase as well as reduced operational costs to balance in current budget. (\$79,597.00) from fund balance.

Pg 47 recaps all three funds.

2. Watermain breaks – earthquake in eastern Tennessee, one day later the town experienced 4 watermain breaks. The town has two tanks empty for repairs that negatively affected the return to normal.
3. Projects:
 - a. Skiloft Road – on schedule, contractor accomplished the first milestone by 15 days. All water and sewer have been installed, Mountain electric is almost complete with new electrical and transformers. Concrete curbs and gutters are being installed this week with road gravel to follow.
 - a. Utility project – Greenbrier Road is making good progress; Meadowview circle is complete. We held a Skiway Neighborhood Meeting July 31st to answer questions from the property owners, the meeting was well attended.
 - i. Lake Coffey – working to keep the resort informed as to the progress, the engineer met with Mr. Costin, and we have forwarded site information for his use.

The Geotech engineer is determining the best design for the reservoir liner, due to the quality of the subsurface materials we will need to line the reservoir.

The wetland and stream delineations have been completed. A site consultation with the US Army Corps of engineers and the NC Division of Water Resources was held on site August 8th- with positive results.

Interaction and information submittals with the NC Department of Public Safety are underway, as needed for securing the next level of FEMA funding.

- i. Town Hall / Visitor center – moving quickly now, hope to have it substantially complete by the first of October. Pardon our dust

and sorry for the inconvenience with the parking lot.

- a. Beech Mountain Parkway Roadsides – new soil and proper seeding and hay, look for a marked improvement soon.
 - a. Shane Park – campers – rules board being changed to reflect the allowance of class b campers, parking lot stripping will be completed after the outdoor crew finishes the boat dock. (had 61 campers in July).
 - a. Police Department passed the state communications inspection today, even with all the construction. Thank you to Chief Barnett and Telecommunicator Director Dave Davis.
4. The fourth farmers market is scheduled for September 6, 2024. The theme is “bee happy” with a honeybee education station and products.

- 9.2. Monthly Finance Report
- 9.3. Fire Department Monthly Report
- 9.4. Police Department Monthly Report
- 9.5. DOI Report July 2024
- 9.6. Planning and Inspection Monthly Report 2024-07
- 9.7. TDA Report August 2024
- 9.8. July 2024 Recreation report

10. TOWN COUNCIL COMMENTS

- 10.1. Councilmember Alan Villanova- Thank you, Bob, and your staff for maintaining the budget. The work around the town roadways and parks doesn't go unnoticed, the town looks great!

Councilmember Art Beckmann- I attended the Farmers Market in August and saw a cornhole competition between the Police and Fire Departments. I would like the town council to challenge the fire department winners of that competition at the next Farmers Market on September 6th at 4 PM.

Councilmember M.W. Stanford- Congratulations on a successful budget. I will be out of town and not be in attendance to September's meeting.

Vice Mayor Kelly Melang- During the budget process a statement was made to trust department heads to make the right decisions- each department head did exactly that. Kite festival is quickly approaching and still in need of volunteers. The museum now has the mountain medicine exhibit open and calendars available to purchase.

Mayor Weidner Abernethy- I encourage residents to contact Town Hall and request their trash passes be held for pick up in the future years. The mail system isn't reliable and passes can be lost in the mail. Beech Mountain

Parkway is being paved from Eagles Nest to the Beech Mountain City limits. I would like the Council to look at paving the remaining portion of the parkway. The TDA could be involved in this project, it is going to promote tourism for the visitors in Eagles Nest to come into Beech Mountain and visit our restaurants, ski resort, and many other amenities on the mountain.

Mayor Weidner Abernethy read the End Overdose in Watauga Proclamation.

11. ADJOURNMENT

11.1. Mayor Abernethy requested a motion to adjourn at 4:57 PM.

Motion

Kelly Melang made a motion to adjourn at 4:57 PM Alan Villanova seconded the motion. CARRIED. unanimously.

Town Clerk

Mayor, Town of Beech Mountain



RESOLUTION

TO: Mayor and Council
FROM: Emily Haynes
DATE: September 10, 2024
SUBJECT: General Records Schedule for Local Government Agencies

FOR THE PURPOSE OF:

Records Retention: The State Archives of North Carolina have recently revised and reissued the Records Retention and Disposition Schedule as of October 1, 2021. Schedules are an agreement between the local government office/department and the Department of Natural and Cultural Resources, and as the inventory and schedule that the Department of Natural and Cultural Resources is directed by G.S. §121-5 (c) and G.S. §132-8 to provide. These schedules must be approved by the governing board before a government or agency is permitted to destroy records according to the schedule.

ATTACHED FOR YOUR CONSIDERATION:

The Resolution to adopt the NC Department of Natural and Cultural Resources revised Records Retention and Disposition Schedule for 2021. The universal update covering General Records is taking the form of a General Local Records Retention Schedule. When adopted, it supersedes the following standards on all local schedules published before October 1, 2021: Full schedule on file with the Clerk's Office as Exhibit A:

- Administration and Management Records
- Budget, Fiscal, and Payroll Records
- Geographic Information System (GIS) Records
- Information Technology Records
- Legal Records
- Personnel Records
- Public Relations Records
- Risk Management Records
- Workforce Development Records

STAFF RECOMMENDATION:

Staff recommends approval

SIGNATURES:

Town Manager

Town Clerk



Town of Beech Mountain
North Carolina

Date: 9/10/2024

RESOLUTION BY THE TOWN COUNCIL ADOPTING THE NC LOCAL GOVERNMENT RECORDS RETENTION
AND DISPOSITION SCHEDULE

Resolution No. 2024-16

WHEREAS, updates to the North Carolina Local Government Records Retention and Disposition Schedules have been signed by the Department of Natural and Cultural Resources. The universal update covering General Records has taken the form of a General Local Records Retention Schedule and as adopted, supersedes the previous standards.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BEECH MOUNTAIN, that the Council adopts the North Carolina Local Government Records Retention and Disposition Schedule, as updated by the North Carolina Department of Cultural Resources in accordance with the provision of Chapters 121 and 132 of the General Statutes of North Carolina, dated October 1, 2021, a copy of which is on file in the office of the Town Clerk, this schedule is to remain in effect from the date of approval until it is reviewed and updated. Adopted this on the 10th day of September 2024 in Beech Mountain, North Carolina.

J. Weidner Abernethy, Mayor

ATTEST: _____

Emily Haynes, Town Clerk

RECORDS RETENTION AND DISPOSITION SCHEDULE

GENERAL RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES



Issued By:



North Carolina Department of Natural and Cultural Resources
Division of Archives and Records
Government Records Section

October 1, 2021

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2021 General Records Schedule: Local Government Agencies

The records retention and disposition schedules and retention periods governing the records series listed herein are hereby approved. This approval extends to and includes the following standards in the **2021 General Records Schedule: Local Government Agencies**:

1. Administration and Management Records
2. Budget, Fiscal, and Payroll Records
3. Geographic Information System Records
4. Human Resources Records
5. Information Technology Records
6. Legal Records
7. Public Relations Records
8. Risk Management Records
9. Workforce Development Records

In accordance with the provisions of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement.

Destructions

G.S. § 121-5 authorizes the Department of Natural and Cultural Resources to regulate the destruction of public records. Furthermore, the local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. The North Carolina Administrative Code states:

"(a) Paper records which have met their required retention requirements and are not subject to legal or other audit holds should be destroyed in one of the following ways:

1. burned, unless prohibited by local ordinance;
2. shredded, or torn up so as to destroy the record content of the documents or material concerned;
3. placed in acid vats so as to reduce the paper to pulp and to terminate the existence of the documents or materials concerned; or
4. sold as waste paper, provided that the purchaser agrees in writing that the documents or materials concerned will not be resold without pulverizing or shredding the documents so that the information contained within cannot be practicably read or reconstructed.

(b) When used in an approved records retention and disposition schedule, the provision that electronic records are to be destroyed means that the data and metadata are to be overwritten, deleted, and unlinked so the data and metadata may not be practicably reconstructed.

(c) When used in an approved records retention and disposition schedule, the provision that confidential records of any format are to be destroyed means the data, metadata, and physical media are to be destroyed in such a manner that the information cannot be read or reconstructed under any means."

All local government agencies should maintain logs of their destructions either in the minutes of their governing board or in their Records Management file. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed.

Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.

Audits and Litigation Actions

Records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule.

Electronic Records

All local government agencies and the Department of Natural and Cultural Resources concur that the long-term and/or permanent preservation of electronic records requires additional commitment and active management by the agency. Agencies agree to comply with all policies, standards, and best practices published by the Department of Natural and Cultural Resources regarding the creation and management of electronic records.

Local government agencies should consider retention requirements and disposition authorities when designing and implementing electronic records management systems. Any type of electronically-created or electronically-stored information falls under the North Carolina General Assembly's definition of public records cited above. For example, e-mail, text messages, blog posts, voicemails, websites, word processing documents, spreadsheets, databases, and PDFs all fall within this definition of public records. In addition, G.S. § 132-6.1(a) specifies:

"Databases purchased, leased, created, or otherwise acquired by every public agency containing public records shall be designed and maintained in a manner that does not impair or impede the public agency's ability to permit the public inspection and examination of public records and provides a means of obtaining copies of such records. Nothing in this subsection shall be construed to require the retention by the public agency of obsolete hardware or software."

Local government agencies may scan any paper record and retain it electronically for ease of retrieval. If an agency wishes to destroy the original paper records before their assigned retention periods have been met, the agency must establish an electronic records policy, including putting into place procedures for quality assurance and documentation of authorization for records destructions approved by the Government Records Section. This electronic records policy and releases for destruction of records must be approved by the Government Records Section. Agencies should be aware that for the purpose of any audit, litigation, or public records request, they are considered the records custodian obligated to produce requested records, even if said records are being maintained electronically by an outside vendor. Therefore, contracts regarding electronically stored information should be carefully negotiated to specify how records can be exported in case a vendor goes out of business or the agency decides to award the contract to a different vendor.

Reference Copies

All local government agencies and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods that allow these records to be destroyed when "*reference value ends*." All local government agencies hereby agree that they will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "*destroy when reference value ends*." If a local government agency does not establish internal policies and retention periods, the local government agency is not complying with the provisions of this retention schedule and is not authorized by the Department of Natural and Cultural Resources to destroy the records with the disposition instruction "*destroy when reference value ends*."

Record Copy

A record copy is defined as "The single copy of a document, often the original, that is designated as the official copy for reference and preservation."¹ The record copy is the one whose retention and disposition is mandated by this schedule; all additional copies are considered reference or access copies and can be destroyed when their usefulness expires. In some cases, postings to social media may be unofficial copies of information that is captured elsewhere as a record copy (e.g., a press release about an upcoming agency event that is copied to various social media platforms). Appropriately retaining record copies and disposing of reference copies requires agencies to

¹ Society of American Archivists, *Dictionary of Archives Terminology*.

designate clearly what position or office is required to maintain an official record for the duration of its designated retention period.

Transitory Records

Transitory records are defined as “record[s] that [have] little or no documentary or evidential value and that need not be set aside for future use.”²

North Carolina has a broad definition of public records. However, the Department of Natural and Cultural Resources recognizes that some records may have little or no long-term documentary or evidential value to the creating agency. These records are often called transitory records. They may be disposed of according to the guidance below. However, all public employees should be familiar with their appropriate retention schedule and any other applicable guidelines for their office. If there is a required retention period for these records, that requirement must be followed. When in doubt about whether a record is transitory or whether it has special significance or importance, retain the record in question and seek guidance from a DNCR records analyst.

Routing slips and transmittal sheets adding no information to that contained in the transmitted material have minimal value after the material has been successfully transmitted. These records may be destroyed or otherwise disposed of after receipt of the material has been confirmed. Similarly, “while you were out” slips, memory aids, and other records requesting follow-up actions (including voicemails and calendar invites) have minimal value once the official action these records are supporting has been completed and documented. These records may be destroyed or otherwise disposed of once the action has been resolved.

Drafts and working papers, including notes and calculations, are materials gathered or created to assist in the creation of another record. All drafts and working papers are public records subject to all provisions of Chapter 132 of the General Statutes, but many of them have minimal value after the final version of the record has been approved, and may be destroyed after final approval, if they are no longer necessary to support the analysis or conclusions of the official record. Drafts and working documents that may be destroyed after final approval include:

- Drafts and working papers for internal and external policies
- Drafts and working papers for internal administrative reports, such as daily and monthly activity reports;
- Drafts and working papers for internal, non-policy-level documents, such as informal workflows and manuals; and
- Drafts and working papers for presentations, workshops, and other explanations of agency policy that is already formally documented.

Forms used solely to create, update, or modify records in an electronic medium may be destroyed in office after completion of data entry and after all verification and quality control procedures, so long as these records are not required for audit or legal purposes. However, if the forms contain any analog components that are necessary to validate the information contained on them (e.g., a signature or notary’s seal), they must be retained according to the disposition instructions for the records series encompassing the forms’ function.

² Ibid.

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule supersedes previous versions of this schedule and any localized amendments; it is to remain in effect from the date of approval until it is reviewed and updated.

APPROVAL RECOMMENDED

Municipal/County Clerk or Manager
Title: _____

Sarah E. Koonts
Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Head of Governing Body
Title: _____

D. Reid Wilson
D. Reid Wilson, Secretary
Department of Natural and Cultural
Resources

Municipality/County: _____

Effective: October 1, 2021

EXECUTIVE SUMMARY

- ✓ Some records are covered by the Local Agency Program Retention and Disposition Schedules. See the appendix for Related Records Series Found in Local Agency Program Schedules.
- ✓ According to N.C. Gen. Stat. § 121-5(b) and N.C. Gen. Stat. § 132-3, you may destroy public records only with the consent of the Department of Natural and Cultural Resources (DNCR). The State Archives of North Carolina is the division of DNCR charged with administering a records management program. This schedule is the primary way the State Archives of North Carolina gives its consent. Without approving this schedule, your agency is obligated to obtain the State Archives of North Carolina's permission to destroy *any* record, no matter how insignificant.
- ✓ Each records series listed on this schedule has specific disposition instructions that will indicate how long the series must be kept in your office. In some cases, the disposition instructions are simply "retain in office permanently," which means that those records must be kept in your office forever. In other cases, the retention period may be "destroy in office when reference value ends." An agency may have reference copies of materials, meaning "a copy of a record distributed to make recipients aware of the content but not directing the recipient to take any action on the matter" (from Society of American Archivists, *Dictionary of Archives Terminology*). Your agency must establish and enforce internal policies by setting minimum retention periods for the records that the State Archives of North Carolina has scheduled with the disposition instructions, "destroy when reference value ends."
- ✓ E-mail is a record as defined by N.C. Gen. Stat. § 121-5 and N.C. Gen. Stat. § 132. It is the content of the e-mail that is critical when determining the retention period of a particular e-mail, including attachments, not the media in which the record was created. It is important for all agency employees and officials to determine the appropriate records series for specific e-mails and retain them according to the disposition instructions listed with the identified record series.
- ✓ The State Archives of North Carolina recommends that all agency employees and officials view the tutorials that are available online through the State Archives website in order to familiarize themselves with records management principles and practices. The State Archives of North Carolina's online tutorials include topics such as records management and scanning guidelines.
- ✓ The State Archives of North Carolina creates security preservation record copies for minutes and selected other records of governing bodies and commissions, adoption records, and maps and plats. Agencies can request copies of the digital images made during this process. Contact the appropriate Records Management Analyst to begin this process.

v

- ✓ If you have records that are not listed in this schedule, contact a Records Management Analyst. An analyst will discuss the nature of the records with you to determine if the records have historical value. If the records do not have historical value, we will ask you to complete a Request for Disposal of Unscheduled Records (page A-20) for records that are no longer being created.



COUNCIL ACTION ITEM

TO: Town Council
FROM: Steve Smith
DATE: September 10, 2024
SUBJECT: Partial Close out Capital Project for Pinnacle Ridge Well

FOR THE PURPOSE OF:

To amend the Source Water Development Capital Project to close out the construction of the Pinnacle Ridge Well. Once the sub project is closed the remaining project in the Source Water Development Capital Project will be the Lake Coffey Reservoir construction. To close the sub project \$400,283 will be transferred to the Utility Fund Balance Sheet as an asset. Amendment will increase the Taps and System Capital Outlay Account. Amendment to be made retroactive to June 30th, 2024.

STAFF RECOMMENDATION:

Approve

SIGNATURES:

Town Manager

Town Clerk



COUNCIL ACTION ITEM

TO: Mayor & Council
FROM: Rebecca Ward
DATE: September 10, 2024
SUBJECT: Order to Collect 2024 Taxes

FOR THE PURPOSE OF:
Order to Collect 2024 taxes

STAFF RECOMMENDATION:
Approval of Order

SIGNATURES:

Town Manager

Town Clerk

Council Members

Weidner Abernethy, Mayor
Kelly Melang, Vice Mayor
Art Beckmann
Alan Villanova
M.W. Stanford



Town Manager

Bob Pudney

Town Attorney

Stacy C. Eggers IV

STATE OF NORTH CAROLINA
COUNTIES OF AVERY & WATUAGA

To the Tax Administrator of the Town of Beech Mountain:

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax record files in the office of the Tax Administrator and in the tax receipts delivered to you, in the amount and form the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayer in the Town of Beech Mountain, and this order shall be full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account of, in accordance with the law.

Witness my hand and official seal, this 10th day of September 2024

Weidner Abernethy, Mayor

Attest:

Emily Haynes, Town Clerk



COUNCIL ACTION ITEM

TO: Town Council
FROM: Steve Smith
DATE: September 10, 2024
SUBJECT: 2025 Fee Schedule

FOR THE PURPOSE OF:

In looking back at the budget process it is clear that the FY2025 Fee Schedule was not specified in the budget approval process. Therefore, resubmitting the Fee Schedule for proper approval.

ATTACHED FOR YOUR CONSIDERATION:

FY2025 Fee Schedule

SUPPORTING DOCUMENTS:

FY2025 Fee Schedule

STAFF RECOMMENDATION:

Approve

SIGNATURES:

Town Manager

Town Clerk

Administration		
Type of Service	Unit Description / Detail	2024-2025
Office/Administrative		
Maps	Town and Hiking / Biking Maps	\$1.00
Copy and Print Fees	8 1/2 x 11 Black and White	\$0.50
Copy and Print Fees	8 1/2 x 11 Color	\$0.75
Copy and Print Fees	8 1/2 x14 Black and White	\$0.75
Copy and Print Fees	11 x 17 Black & White	\$1.25
Large Format Line Drawings	Per Sq. Ft.	\$0.75
Large Format Aerials or Full Color Maps/Drawings	Per Sq. Ft.	\$1.25
Large Format Specialty Paper or Canvas (surcharge)	Per Sq. Ft. (added to print fee above)	\$1.75
Fax – To Send	First page	\$2.75
Fax – To Send	Second page and each page thereafter	\$0.75
Fax – To Receive	First page	\$1.25
Fax – To Receive	Second page and each page thereafter	\$0.75
Cd – Compact Disk	Per cd	\$0.75
Mailing Labels From Tax Department	All current mailing labels held by tax department	\$90.00
Council Room Rental	Per hour	\$35.00
Council Room Rental – Clean Up Fee	Charged if group does not clean room after use	Cleaning service cost
Returned Check	Insufficient funds	\$30.00
Notary	Fee charged per signature – NCGS 10B-31 & 10B-32	\$10.00
Public Information Requests	NCGS Chapter 132-1: A special service charge may be required for extensive information	See admin fee(s)
Special Events		
Special Event Permit	Up to 100 person, § 91.37	No Charge
Special Event Permit	101 – 499 persons, § 91.37	\$50
Special Event Permit	500 – 1,000 persons, § 91.37	\$100
Special Event Permit	Over 1,000 persons, § 91.37	\$200
Parking		
Parking Fees	Per Hour – One hour minimum	\$3
Parking Fees	Per Day – Twelve Hour Period	\$25
Parking Fees	Overnight – Twenty-Four Hour Period	\$50
Electric Vehicle Charging Station	Recharge	No Charge
Same Day Violation Payment	Not to exceed 3 times in a twelve-month period	\$25
Regular Violation	If not paid the same day – Due within thirty days	\$50
Past Due Violations	Late Fee outstanding 31 days or more – Additional	\$25

Tax		
Type of Service	Unit Description / Detail	2024-2025
Tax Rates/Penalties		
Millage Rate	Per \$100 of Value	\$0.65
Millage Rate Penalty	On January 6 th interest added on delinquent tax amount	2%
Millage Rate Penalty	On first of every month after first month of delinquency tax amount will be assessed interest	0.75%
Occupancy Tax – Avery County	NCGS legislation	6%
Occupancy Tax – Watauga County	NCGS legislation	6%
Occupancy Tax Penalty	Charged each month of delinquency	5% with Monthly Max of \$25
Other		
Tax Labels	Mailing addresses on labels	\$90
Advertisement Fee	Ad valorem penalty for nonpayment requires posting in newspaper of general circulation. Fee is determined at time of advertisement.	TBD Annually
Online Payment	Merchant fee	3%

Parks and Recreation		
Type of Service	Unit Description / Detail	2024-2025
Passes		
Daily All-Inclusive Pass	Fee for Non Pass-Holders	\$10
Household Annual Pass (up to four, additional \$25/Individual)	Resident	\$300
Household Annual Pass (up to four, additional \$25/Individual)	Non-Resident	\$400
Individual Annual Pass	Resident	\$175
Individual Annual Pass	Non-Resident	\$300
Household Week (Includes 2, each additional \$5/Individual)	Buckeye Recreation Center	\$50
Individual Week Pass	Buckeye Recreation Center	\$35
Personal Training		
Personal Training	Single Session ½ Hour – Member	\$40
Personal Training	Ten Sessions ½ Hour – Member	\$350
Personal Training	Single Session 1 Hour – Member	\$75
Personal Training	Ten Sessions 1 Hour – Member	\$450
Personal Training	Single Session ½ Hour – Non-Member	\$75
Personal Training	Ten Sessions ½ Hour – Non-Member	\$450
Personal Training	Single Session 1 Hour – Non-Member	\$100
Personal Training	Ten Sessions 1 Hour – Non-Member	\$550
Rentals/Events		
Pavilion Rental	Day Rental	\$50
Facility Room Rental	4 Hour Rental	\$75
Facility Room Rental	8 Hour Rental	\$125
Facility Room Rental	Per Hour	\$40
Facility Room Rental – After Hours	Per hour on all room/area rental types	100
Facility Room Rental Security Deposit	Refundable deposit	\$100
Set-up Fee	Optional fee	\$50
Special Event	4 Hour Rental	\$175
Special Event	8 Hour Rental	\$300
Special Event Deposit	Refundable Deposit	\$300
Wedding Event	8 Hour Rental	\$500
Wedding Event	Weekend Rental	\$1,000
Wedding Event	Refundable Deposit	\$500
BRC Events	Rate to be determined by Recreation Director	TBD
Gymnasium Rental	8 Hour Rental	\$375
Gymnasium Rental Security Deposit	Buckeye Recreation Center	\$625

Parks and Recreation		
Type of Service	Unit Description / Detail	2024-2025
Summer Camp		
Summer Camp	Weekly	\$175
Summer Camp	Daily	\$50
Summer Camp Junior Counselor	Weekly	\$100
Other		
Fitness Class	Non Pass Holder	\$15
Mountain Bike Lessons	Hourly	\$50
Mountain Bike Guide	Hourly	\$15
Tennis Ball Machine	Buckeye Recreation Center	\$15
Shane Park Overnight Camping	Per Night sites 1, 2, 3	\$30
Shane Park Overnight Camping	Per Night sites 4, 5	\$40
Parks and Recreation Committee Compensation	Per meeting pay for committee member attendance	\$25
Sled Hill Parking Lot		
Parking Fees	Per Hour – One hour minimum	\$3
Parking Fees	Per Day – Twelve Hour Period	\$25
Parking Fees	Overnight – Twenty-Four Hour Period	\$50
Electric Vehicle Charging Station	Recharge	No Charge
Same Day Violation Payment	Not to exceed 3 times in a twelve-month period	\$25
Regular Violation	If not paid the same day – Due within thirty days	\$50
Past Due Violations	Late Fee outstanding 31 days or more – Additional	\$25

Utilities – Water and Sewer		
Type of Service	Unit Description / Detail	2024-2025
Water Rates		
Water – Monthly All Rate Categories	Source Water Development – Capital	\$5.00
Water – Monthly Residential Rate	Service Charge	\$45.00
Water – Monthly Residential Rate	1 to 1000 gallons	.003/gal
Water – Monthly Residential Rate	1,001 to 2,000 gallons	.0045/gal
Water – Monthly Residential Rate	2,001 to 3,000 gallons	\$.007/gal
Water – Monthly Residential Rate	3,001 to 4,000 gallons	\$.017/gal
Water – Monthly Residential Rate	4,001 to 5,000 gallons	\$.018/gal
Water – Monthly Residential Rate	5,001 to 6,000 gallons	\$.019/gal
Water – Monthly Residential Rate	6,001 to 7,000 gallons	\$.020/gal
Water – Monthly Residential Rate	7,001 to 8,000 gallons	\$.025/gal
Water – Monthly Residential Rate	8,001 to 10,000 gallons	\$.03/gal
Water – Monthly Residential Rate	10,001 to 12,000 gallons	\$.035/gal
Water – Monthly Residential Rate	12,001 to 15,000 gallons	\$.04/gal
Water – Monthly Residential Rate	15,001 to 20,000 gallons	\$.05/gal
Water – Monthly Residential Rate	20,001 and above	\$.06/gal
Water – Monthly Commercial Rate	Base to 3,000 gallons	\$54.40
Water – Monthly Commercial Rate	Per 1,000 gallons for 3,000 to 4,999 range	\$5.00
Water – Monthly Commercial Rate	Per 1,000 gallons for 5,000 to 9,999 range	\$6.50
Water – Monthly Commercial Rate	Per 1,000 gallons for 10,000 to 999,999 range	\$7.50
Water – Monthly Out of Town Residential Rate	Current Service Charge and per gallon tiers - times two	
Water – Monthly Out of Town Commercial Rate	Current rate times two	\$108.80
Water Tap Fee		\$2,000
System Development Fee (<i>Water</i>)	Determined by “Intended Use” Calculator	100% of max allowance
Water – Deposit Residential	Required deposit amount is the same for out of Town accounts	\$150
Water – Deposit Commercial	Required deposit amount is the same for out of Town accounts	\$175
Water – Owners of More Than One Dwelling	House, business, apartment, dwelling unit or establishment on one water meter regardless of the status of the dwellings. Water rate per consumption according to the meter reading, or minimum rates times the number of dwellings.	See Description

Utilities – Water and Sewer		
Type of Service	Unit Description / Detail	2024-2025
Sewer Rates		
Sewer – Monthly Residential Rate	Service Charge	\$45.00
Sewer – Monthly Residential Rate	1 to 1000 gallons	\$.003/gal
Sewer – Monthly Residential Rate	1,001 to 2,000 gallons	\$.0045/gal
Sewer – Monthly Residential Rate	2,001 to 3,000 gallons	\$.007/gal
Sewer – Monthly Residential Rate	3,001 to 4,000 gallons	\$.017/gal
Sewer – Monthly Residential Rate	4,001 to 5,000 gallons	\$.018/gal
Sewer – Monthly Residential Rate	5,001 to 6,000 gallons	\$.019/gal
Sewer – Monthly Residential Rate	6,001 to 7,000 gallons	\$.020/gal
Sewer – Monthly Residential Rate	7,001 to 8,000 gallons	\$.025/gal
Sewer – Monthly Residential Rate	8,001 to 10,000 gallons	\$.030/gal
Sewer – Monthly Residential Rate	10,001 to 12,000 gallons	\$.035/gal
Sewer – Monthly Residential Rate	12,001 to 15,000 gallons	\$.04/gal
Sewer – Monthly Residential Rate	15,001 to 20,000 gallons	\$.05/gal
Sewer – Monthly Residential Rate	20,001 and above	\$.06/gal
Sewer – Monthly Commercial Rate	Base to 3,000 gallons	\$54.40
Sewer – Monthly Commercial Rate	Per 1,000 gallons for 3,000 to 4,999 range	\$5.00
Sewer – Monthly Commercial Rate	Per 1,000 gallons for 5,000 to 9,999 range	\$6.50
Sewer – Monthly Commercial Rate	Per 1,000 gallons for 10,000 to 999,999 range	\$7.50
Sewer – Monthly Out of Town Residential Rate	Current Service Charge and per gallon tiers - times two	
Sewer – Monthly Out of Town Commercial Rate	Current rate times two	\$108.80
Sewer Tap Fee		\$2,000.00
System Development Fee (Sewer)	Determined by “Intended Use” Calculator	100% of max allowance
Sewer – Deposit Residential	Required deposit amount is the same for out of Town accounts	\$150
Sewer – Deposit Commercial	Required deposit amount is the same for out of Town accounts	\$175
Sewer – Owners of More Than One Dwelling	House, business, apartment, dwelling unit or establishment on one sewer line regardless of the status of the dwellings. Sewer rate charged for each dwelling unit using the Town's system.	See Description
Utilities – Water and Sewer		
Type of Service	Unit Description / Detail	2024-2025
Data Collection Fees		

Water Data Log	1 free annually (rolling forward calendar measurement), thereafter \$25	\$30
Rereading Meter	Free for first reading, apply fee within 12 month period thereafter	\$25
Water Meter Flow Test	Tested in House	\$75
Water Meter Calibration	Sent to Factory for Testing	\$125
Other		
Sprinkler System	Accounts for sprinkler systems only shall not be billed a minimum charge, with the exception where negligence occurs	See Description
Water Bill Adjustment	Leak adjustment form completed and approved by staff. 15% reduction to water charges for billing period exceeding \$500 in which the number of gallons recorded on the water meter for the billing period in question must be at least twice the average gallons consumed above the previous 12 months	See Description
Sewer Bill Adjustment	Leak adjustment form completed and approved by staff. Bill reduced to average sewer charge or sewer minimum, whichever greater.	See Description
Online Payment	Merchant fee	5.95

Utilities – Water and Sewer

Type of Service	Unit Description / Detail	2024-2025
Water Shortage Violations		
Water Shortage Mandatory Reductions (<i>Stages 2 and 3</i>)	First violation	Warning
Water Shortage Mandatory Reductions (<i>Stages 2 and 3</i>)	Second violation	\$250
Water Shortage Mandatory Reductions (<i>Stages 2 and 3</i>)	Third violation – Discontinuation of Service	Discontinue Service
Water Shortage Emergency Reductions	First violation	\$250
Water Shortage Emergency Reductions	Second violation – Discontinuation of Service	Discontinue Service
Water Shortage Emergency Reductions	Third violation – Discontinuation of Service	Discontinue Service
Water Shortage Water Rationing	First violation	\$500
Water Shortage Water Rationing	Second violation – Discontinuation of Service	Discontinue Service
Water Shortage Rationing	Third violation – Discontinuation of Service	Discontinue Service
Water Shortage – Drought Surcharge Stage 3	Current rate times 1.5	\$67.44
Water Shortage – Drought Surcharge Stage 4	Current rate times 2	\$89.92
Water Shortage – Drought Surcharge Stage 5	Current rate times 5	\$224.80

Utilities – Water and Sewer		
Type of Service	Unit Description / Detail	2024-2025
General Violations		
Cross Connection – Enforcement Procedures	§ 51.119 Enforcement by civil penalty	See Description
Enforcement Procedures – Water Disconnect (<i>Disconnection of Meter</i>)	§ 51.134 (A) The town may disconnect the water meter of a customer after service has been discontinued due to reason in divisions (A), (B), (G), (H), (J), (K), (L) or (M) set forth in § 51.133 above.1 Subject to the provisions of § 51.135 below, the meter will only be reconnected after the customer has: (1) Corrected the conditions which were responsible for the disconnection of the meter. (2) Paid the appropriate reconnection fee as set forth herein, plus all other unpaid charges.	See Description
	(B) If an owner requests disconnection or is cut off for good cause (e.g. Non-payment of the bill) and then is reconnected at the same address within one year of disconnection, the reconnection charge shall be the appropriate base charge times the number of months disconnected plus \$100. If disconnection is for a period of longer than one year or is sold to a new owner during a period of disconnection, the fee for reconnection shall be in the amount required for a new connection.	
Enforcement Procedures – Utility	Penalty for chapter of ordinances where penalty is not prescribed, § 11.01	See Description
Utility Billing Late Fee	Applied to water, sewer, recycling, and garbage pickup charges	1.5%/mo.+\$15.00
Water Nonpayment	Service discontinued due to delinquent account. Account brought current and deposit of equal to twice the basic deposit required prior to reconnection of service.	See Description
Sewer Nonpayment	Service discontinued due to delinquent account. Account brought current and deposit of equal to twice the basic deposit required prior to reconnection of service.	See Description
Water Cut On/off Fee – Customer Request	Monday thru Friday during business hours	\$50
Water Cut On/off Fee – Customer Request	Holiday, weekend, and after hours	\$100
Water Cut On Fee	Due to failure to pay bill, prevent fraud by customer, violation of utility code or disconnection of electric service	\$50

Sanitation		
Type of Service	Unit Description / Detail	2024-2025
General		
Weekly Solid Waste Disposal	Monthly, Standard 2-Can	\$37.90
Weekly Solid Waste Disposal	Monthly, Each Additional Can Above 2	\$37.90
Recycling Permit	Yearly	\$60
Additional Special Pickup	Additional past allotment	\$50
Additional Special Pickup	Additional Leaf Bagged per Bag past allotment	\$10
Dumpster Customer Special Access to Convenience Center	Per trip	\$250
Other Sanitation Fee	Hourly rate for 2 workers and 1 truck	\$80
Convenience Center Permit	Non-Utility Customer – Yearly	\$585
Violations		
Sanitation Penalties – First Offense in 12 months	Chapter 50, § 50.99 penalty	\$100
Sanitation Penalties – Second Offense in 12 months	Chapter 50, § 50.99 penalty	\$350
Sanitation Penalties – Third Offense in 12 months	Chapter 50, § 50.99 penalty	\$500
Sanitation Penalties – Fourth or Subsequent Offense in 12 months	Chapter 50, § 50.99 penalty	\$500 + Discontinue Service

Planning and Inspections		
Type of Service		2024-2025
Utilities (No Commercial Multiplier This Section)		
Sewer Tap Fee	(no multiplier)	\$2000
Water Tap Fee	(no multiplier)	\$2000
Pavement Cut	(no multiplier)	\$1000
System Development Fees (No Commercial Multiplier This Section)		
System Development Fee (<i>Water</i>)	1 bedroom, Single Family Residential	\$6760
System Development Fee (<i>Water</i>)	2 bedroom, Single Family Residential	\$6760
System Development Fee (<i>Water</i>)	3 bedroom, Single Family Residential	\$6760
System Development Fee (<i>Water</i>)	4 bedroom, Single Family Residential	\$8923
System Development Fee (<i>Water</i>)	5 bedroom, Single Family Residential	\$11154
System Development Fee (<i>Water</i>)	6 bedroom, Single Family Residential	\$13385
System Development Fee (<i>Water</i>)	Non-Single Family - Determined by "Intended Use" Calculator	100%
System Development Fee (<i>Sewer</i>)	1 bedroom, Single Family Residential	\$2508
System Development Fee (<i>Sewer</i>)	2 bedroom, Single Family Residential	\$2508
System Development Fee (<i>Sewer</i>)	3 bedroom, Single Family Residential	\$3762
System Development Fee (<i>Sewer</i>)	4 bedroom, Single Family Residential	\$5016
System Development Fee (<i>Sewer</i>)	5 bedroom, Single Family Residential	\$6720
System Development Fee (<i>Sewer</i>)	6 bedroom, Single Family Residential	\$7524
System Development Fee (<i>Sewer</i>)	Non-Single Family - Determined by "Intended Use" Calculator	100%
Administration (No Commercial Multiplier This Section)		
Homeowner Recovery Fund	For any project involving GC	\$10
Plan and Permit Review	Projects Over \$40,000 and/or requiring plans	\$75
Surcharge for Paper Permit Submittal	Use if applicant doesn't submit permit via online portal (doesn't include plans, surveys, notarized forms, etc.)	\$25 OR 1% of permit fee, whichever greater
Re-Inspection after 2nd Fail	Per inspector per visit, above permit allotment (2 per inspection type)	\$50
Special Inspection Request/Emergency Inspection or Less Than 24hrs Notice	Per inspector per visit, not included in permit	\$75
Commercial Multiplier	Add 20% to any commercial permit with permit fee not already listed (does not apply to fines)	20%

Planning and Inspections		
Type of Service		2024-2025
Construction		
New Construction (Includes ALL Trades)	Per Square Foot	\$1.00
Addition (change to exterior walls/footprint, includes ALL Trades) OR Unheated New Construction	Per Square Foot, minimum \$100	\$0.50
Renovation/Remodel (No change to exterior walls, includes ALL Trades)	Per Square Foot, minimum \$100	\$0.25
Standalone Trades		
Building	Includes decks	\$100
Electrical		\$100
Plumbing		\$100
Mechanical		\$100
Fuel/Gas		\$100
Other		
Earthwork/Site Clearing/Grading/Walls		\$100
Driveway - Culvert Only		\$25
Driveway - Includes Culvert		\$50
Fence Permit		\$25
Semi-Temporary Sign Permit	No Commercial Multiplier	\$15
Permanent Sign Permit	No Commercial Multiplier	\$50
Demolition	Bond Required	\$50
Fire Operational Permit	As required per NCFC, no Commercial Multiplier	\$100
Manufactured Home	Under scope of NC Regulations for Manufactured Homes	\$300
Communication Towers	No Commercial Multiplier	\$1000
Zoning (No Commercial Multiplier This Section)		
Residential Zoning Permit and Compliance		\$100
Commercial Zoning Permit and Compliance		\$200
Variance Request		\$400
Administrative Review	Appeal of Administrative Decision	\$350
Change in Type of Occupancy (All)		\$250
Special Use Permit – Minor		\$350
Special Use Permit – Major		\$600
Special Use Permit – 6 Month Extension	Maximum of 2 Extensions	\$300
Subdivision – Exempt Lot Division/Combination Review		\$25
Subdivision Fees – Minor	Includes plat review	\$150
Subdivision Fees – Major		\$1000

Planning and Inspections		
Type of Service		2024-2025
Plat Review		\$250
Commercial Site Plan Review – De minimis Projects		\$50

Commercial Site Plan Review		\$300
Rezoning Request		\$500
Zoning Ordinance Text Amendment	Per section or Chapter	\$350
Soil and Erosion Control		
Commercial Soil and Erosion Control Permits	Up to 5 acres	\$200
Commercial Soil and Erosion Control Permits	Over 5 acres	\$400
Rental Violations		
Failure to Maintain Smoke Detectors	§ 95.21, § 95.99 penalty	\$100
Failure to Maintain Fire Extinguishers	§ 95.22, § 95.99 penalty	\$100
Failure to Maintain Carbon Monoxide Detectors	§ 95.23, § 95.99 penalty	\$100
Failure to Submit Property Rental Affidavit of Compliance	§ 95.30, § 95.99 penalty	\$100
Failure to Maintain Land Line Telephones	§ 90.04, § 90.99 penalty	\$100
Failure to Maintain Approved Bear Resistant Receptacle	§ 50.11, § 50.99 penalty	\$100
Violations		
Work without Permit – First Offense	\$100 or Double Permit Fee, whichever greater, plus original permit fee	\$100/DPF
Work without Permit – Subsequent Offense Within 12 Months	\$300 or Double Permit Fee, whichever greater, plus original permit fee	\$300/DPF
Failure to Schedule Final Inspection		\$100
General Zoning Violation Enforcement	Chapter 11 civil penalty for building and zoning violations not otherwise specified.	\$100
Removing Notice From Condemned Building	§ 11.01	\$100
Enforcement – Failure Or Refusal To Comply With Order	To comply with Chapter 150 of Code, § 11.01	\$100
Sign Permit – Short Term Sign Violation	Civil penalty per sign	\$25

Planning and Inspections		
Type of Service		2024-2025
Soil Erosion Civil Penalties	Civil penalties	\$5000
Soil Erosion Criminal Penalties	Class 2 Misdemeanor which may include a fine not to exceed \$5,000	Up to \$5,000
Flood Damage Violation	Any person who violates this subchapter or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$50 or imprisoned for not more than 30 days, or both. Each day such violation continues shall be considered a separate offense.	Up to \$50
Modular Home Violation	Civil penalty per violation	\$500
Telecommunication Tower Violation(s)	Civil penalty per violation	\$100
Tree Penalty For Cutting Trees Not Meeting Permissible Criteria Set Forth In 154.360(C)	Civil penalty per tree	\$1000
Tree Penalty For All Violations Other Than Cutting Or Removal of Tree Not Meeting Permissible Criteria Set Forth In 154.360(C)	Civil penalty per tree	\$100
Clearing Building Site Prior to Obtaining Full Construction Permit	Trees that would have not otherwise been approved shall be fined as above	\$5000

Police		
Type of Service	Unit Description / Detail	2024-2025
Off-Duty Officer and Vehicle		
Off-Duty Police Officer Employment	Per hour (Minimum invoice 2 hours)	\$35/hr
Off-Duty Patrol Vehicle	Per vehicle for up to 3 hours of use (Minimum invoice 2 hours)	\$45/hr
Off-Duty Patrol Vehicle	Per vehicle per day	\$155
Registrations		
Golf Cart Registration	Individual Inspection and Permit	\$75
Golf Cart Registration	Fleet Inspection and Permitting	\$500
Dog Tag – Registration Cost	Police department issues tag	\$1
General Violations		
False Alarms	§§ 95.04, 11.01	\$100
Traffic Regulations	§ 70.99 penalty – Chapter 70 and Chapter 73	\$50
Golf Carts and Utility Vehicles	§ 70.99 penalty – Chapter 72	\$75
Protection of Children	Chapter 130	\$500
Sex Offender on Parks and Recreation Facilities	§ 130.04, NCGS 160A-174, NCGS 14.4	\$500
Dumping or Littering	NCGS § 14-3.1	\$100
Ski Pass Violation	§§ 90.02, 90.99	\$100
Noise Violation	NCGS § 14-3.1	\$100
Burning Violation	§§ 90.03, 90.99	\$500
Discharge Firearm – No Damage or Injury	Upon conviction Class 3 misdemeanor. See §§ 131.02, 131.99	\$100
Discharge Firearm – Damage or Injury	Upon conviction Class 3 misdemeanor. See §§ 131.02, 131.99	Up to \$500
Vehicle Tow		\$150
Vehicle Impound Storage Fee	Minimum 24 hrs. prorate any portion there after	\$100
Animal Violations		
Dog Tag – Failure to Register	§§ 92.17, 92.21 – Warning, followed by penalty for each such violation	\$100
Dog – Failure to Inoculate	§§ 92.18, 92.21 – Warning, followed by penalty for each such violation	\$100
Dog – Collar and Identification	§§ 92.19, 92.21 – Warning, followed by penalty for each such violation	\$100
Animal Found at Large	§§ 92.20, 92.21 – Fee + court costs and attorney fees	\$100
Dog – Excessive Barking	§§ 92.20, 92.21 – Fee + court costs and attorney fees	\$100
Dog – Chases, Threatens, or Snaps	§§ 92.20, 92.21 – Fee + court costs and attorney fees	\$100
Police		

Type of Service	Unit Description / Detail	2024-2025
Dog – Caused Physical Injury	§§ 92.20, 92.21 – Fee + court costs and attorney fees	\$500
Violations		
Buckeye Lake Protection – Enforcement of Regulations	1st Violation	\$100
Buckeye Lake Protection – Enforcement of Regulations	2nd Violation	\$500
Buckeye Lake Protection – Enforcement of Regulations	3rd Violation	\$1000



COUNCIL ACTION ITEM

TO: Mayor and Town Council
FROM: Bob Pudney
DATE: August 6, 2024
SUBJECT: Statewide Mutual Aid Agreement

FOR THE PURPOSE OF:

Permission is requested to authorize the Town Manager to sign on behalf of the Town of Beech Mountain the 2023 North Carolina Statewide Mutual Aid Agreement. The last version of this agreement was signed by the Town in 2009, a material change provides for the use of the agreement without the express requirement that a State or Local declaration of an emergency be declared. Permission is further requested to designate the Police Chief, Fire Chief and Town Manager as the Town representatives.

SIGNATURES:

Town Manager

Town Clerk

2023 STATEWIDE MUTUAL AID AGREEMENT

FOR THE CITY/COUNTY/TOWN OF _____

THIS AGREEMENT IS ENTERED INTO BETWEEN THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, AND ITS DIVISION OF EMERGENCY MANAGEMENT OF THE STATE OF NORTH CAROLINA AND BY EACH OF THE ENTITIES THAT EXECUTES AND ADOPTS THE UNDERSTANDINGS, COMMITMENTS, TERMS, AND CONDITIONS CONTAINED HEREIN:

WHEREAS, the State of North Carolina is geographically vulnerable to a variety of natural disasters.

WHEREAS, Chapter 166A of the North Carolina General Statutes, entitled the North Carolina Emergency Management Act, recognizes this vulnerability and provides that its intended purposes are to:

1. Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property;
2. Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;
3. Provide for the rapid and orderly rehabilitation of persons and restoration of property;
4. Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery.

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.12(1) the North Carolina Division of Emergency Management is delegated the powers and duties from the Governor and Secretary of Public Safety to coordinate the activities of all State agencies for emergency management within the State;

WHEREAS, in addition to the State, the Federal Emergency Management Agency (FEMA) has recognized the importance of the concept of coordination between the State and local governments;

WHEREAS, under Chapter 166A and other chapters of the North Carolina General Statutes, entities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services; and

WHEREAS, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance amongst one another at the appropriate times.

THEREFORE, pursuant to G.S. 166A-19.72 and Article 20 of Chapter 160A, these entities agree to enter into this Agreement for reciprocal emergency management aid and

2023 STATEWIDE MUTUAL AID AGREEMENT

assistance, with this Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance, as follows:

SECTION I. DEFINITIONS

"Agreement" means this document, the North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement.

"Aid and assistance" include personnel, equipment, facilities, services, and supplies.

"Authorized Representative" means a party's employee who has been authorized, in writing by that party, to request, to offer, or to otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.)

"Disaster declaration" means a gubernatorial declaration that the impact or anticipated impact of an emergency constitutes a Type I, II, III disaster as defined in G.S. 166A-19.21(b)

"Emergency" means an occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made accidental, military, paramilitary, terrorism, weather-related, public health, explosion-related, riot-related cause, or technological failure or accident, including, but not limited to, a cyber incident, an explosion, a transportation accident, a radiological accident, or a chemical or other hazardous material incident or which may be otherwise be defined in G.S. § 166A-19.3(6).

"Emergency Area" The geographical area covered by a state of emergency.

"Incident" means an occurrence, natural or manmade, that necessitates a response to protect life or property. In this Agreement, the word "incident" includes planned events as well as emergencies and/or disasters of all kinds and sizes.

"Local Emergency Management Agency" means a county agency charged with coordination of all emergency management activities for its geographical limits pursuant to G.S. 166A-19.15. It also means any incorporated municipalities emergency management agencies or joint county and incorporated municipalities emergency management agencies.

"Party" means a governmental entity which has adopted and executed this Agreement.

2023 STATEWIDE MUTUAL AID AGREEMENT

“Planned Event” means an incident that is a scheduled nonemergency activity including but not limited to elections, sporting event, concert, parade, funeral coverage, or fairs.

"Provider" means the party which has received a request to furnish aid and assistance from another party in need (the "Recipient").

"Recipient" means the party setting forth a request for aid and assistance to another party (the "Provider").

“State of Emergency” means a finding that an emergency exists by the Governor or General Assembly acting under the authority in G.S. 166A-19.20 or by a governing body of a county or a municipality, or by a mayor or chair of the board of county commissioners acting under the authority of G.S. 166A.

SECTION II. INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES; AGREEMENT PROVIDES NO

RIGHT OF ACTION FOR THIRD PARTIES

As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own residents. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting forth the request.

Given the finite resources of any jurisdiction and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

Pursuant to G.S. 166A-19.60 and as elaborated upon in Section X of this Agreement, all functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section X of this Agreement.

2023 STATEWIDE MUTUAL AID AGREEMENT

SECTION III. PROCEDURES FOR REQUESTING ASSISTANCE

(i) Mutual aid and assistance shall not be requested unless Recipient deems its resources are inadequate to respond to an imminent or actual emergency. When Recipient becomes affected by an emergency, incident or planned event and deems its resources inadequate, it may request mutual aid and assistance by communicating the request to Provider, indicating the request is made pursuant to this Agreement. The request shall be followed up with a notification to the Division of Emergency Management's 24-Hour Watch whether directly, through WebEOC, or through the appropriate Division of Emergency Management Operations Regional Branch. The Division shall maintain a record of the notification.

A. REQUIRED INFORMATION: Each request for assistance shall include the following information, in writing or by any other available means, to the extent known:

1. Emergency Area and Status: A general description summarizing the condition of the community or emergency area (i.e., whether the emergency and/or disaster declaration is needed, imminent, in progress, or has already occurred) and of the damage sustained to date;
2. Services: Identification of the service function(s) for which assistance is needed and the type of assistance needed;
3. Infrastructure Systems: Identification of the type(s) of public infrastructure system for which assistance is needed (water and sewer, storm water systems, streets) and the type of work assistance needed;
4. Aid and Assistance: The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
5. Provider's Traveling Employee Needs--Unless otherwise specified by Recipient, it is mutually understood that Recipient will provide for the basic needs of Provider's traveling employees. Recipient shall pay for all reasonable out-of-pocket costs and expenses of Provider's traveling employees, including, without limitation, transportation expenses for travel to and from the stricken area. Further, Recipient shall house and feed Provider's traveling employees at its (Recipient's) sole cost and expense. If Recipient cannot provide such food and/or housing at the emergency area, Recipient shall specify in its request for assistance that the Provider's traveling employees be self-sufficient.
6. Facilities: The need for sites, structures, or buildings outside Recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services; and

2023 STATEWIDE MUTUAL AID AGREEMENT

Meeting Time and Place: An estimated time and a specific place for a representative of Recipient to meet the personnel and resources of any Provider.

B. STATE AND FEDERAL ASSISTANCE: Recipient shall be responsible for coordinating requests for state or federal assistance with its (Recipient's) Local Emergency Management Agency

SECTION IV. PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE

When contacted by the Recipient/Local Emergency Management Agency, Provider's authorized representative shall assess Provider's own local situation in order to determine available personnel, equipment, and other resources. If Provider's authorized representative determines that Provider has available resources, Provider's authorized representative shall so notify the Recipient/Local Emergency Management Agency (whichever communicated the request). Provider shall complete a written acknowledgment, whether on the request form received from Recipient or on another form, regarding the assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient/Local Emergency Management Agency for a final response. Provider's acknowledgment shall contain the following information:

1. In response to the items contained in the request, a description of the personnel, equipment, and other resources available;
 2. The projected length of time such personnel, equipment, and other resources will be available to serve Recipient, particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section [Section VI] of this Agreement.)
 3. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party; and
 4. The name of the person(s) to be designated as Provider's supervisor (pursuant to the "Supervision and Control" section [Section V] of this Agreement.)
- Where a request has been submitted to the Local Emergency Management Agency, the Local Emergency Management Agency shall notify Recipient's authorized representative and forward the information from Provider. The Recipient/Local Emergency Management Agency shall respond to Provider's written acknowledgment by signing and returning a copy of the form to Provider by the most efficient practical means, maintaining a copy for its file.

SECTION V. SUPERVISION AND CONTROL

Provider shall designate one of its employees sent to render aid and assistance to Recipient as a supervisor or point of contact for equipment only missions. As soon as

2023 STATEWIDE MUTUAL AID AGREEMENT

practicable, Recipient shall assign work tasks to Provider's supervisor, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's supervisor and Recipient. Recipient shall provide necessary credentials to Provider's personnel authorizing them to operate on behalf of Recipient.

Based upon such assignments from the Recipient, Provider's supervisor shall:

1. Have the authority to assign work and establish work schedules for Provider's personnel. Further, supervisor shall retain direct supervision and control of Provider's personnel, equipment, and other resources. Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;
2. Maintain daily personnel time records, material records, and a log of equipment hours;
3. Report work progress to Recipient at mutually agreed upon intervals.

SECTION VI. LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

Unless otherwise provided, the duration of Provider's assistance shall be for an initial period of seven days, starting from the time of arrival. Thereafter, assistance may be extended in daily or weekly increments as the situation warrants, for a period agreed upon by the authorized representatives of Provider and Recipient.

As noted in Section II of this Agreement, Provider's personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of Provider's intent to terminate mission, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

SECTION VII. REIMBURSEMENTS

Except as otherwise provided below, it is understood that Recipient shall pay to Provider all documented costs and expenses incurred by Provider as a result of extending aid and assistance to Recipient. The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with FEMA Public Assistance Guidelines in addition to the following provisions, unless otherwise agreed in writing by Recipient and Provider. Recipient shall be ultimately responsible for reimbursement of all eligible expenses. The Provider may waive some or all requirements for reimbursement, however such an agreement must be documented in the request and/or offer of assistance.

A. Personnel-- During the period of assistance, Provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. Recipient

2023 STATEWIDE MUTUAL AID AGREEMENT

shall reimburse Provider for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee retirement benefits as provided by Generally Accepted Accounting Principles (GAAP). However, as stated in Section IX of this Agreement, Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's personnel under the terms of the North Carolina Workers' Compensation Act (Chapter 97 of the North Carolina General Statutes).

- B. Equipment-- Recipient shall reimburse the Providers for the use of equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with general policies for determining allowable costs which are established in 2 CFR 200, subpart E or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. Exceptions to those policies as allowed in 2 CFR 200, subpart E and 2 CFR 200.102 are explained in 44 C.F.R. 206.228 or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. Provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition.

At the request of Provider, fuels, miscellaneous supplies, and minor repairs may be provided by Recipient, if practical. The total equipment charges to Recipient shall be reduced by the total value of the fuels, supplies, and repairs furnished by Recipient and by the amount of any insurance proceeds received by Provider.

- C. Materials And Supplies—Recipient shall reimburse Provider for all materials and supplies furnished and that are used or damaged by Recipient during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and supplies, which shall be included in the equipment rate established in subsection B of this section (Section VII), Recipient will not be responsible for costs where such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of Provider's personnel. Provider's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used during the period of assistance. The measure of reimbursement shall be determined in accordance with general policies for determining allowable costs which are established in 2 CFR 200, subpart E or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. Exceptions to those policies as allowed in 2 CFR 200, subpart E and 2 CFR 200.102 are explained in 44 C.F.R. 206.228 or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. In the alternative, the parties may agree that Recipient will replace, with like kind and quality as determined by Provider, Provider's materials and supplies used or damaged in a reasonable time. If such an agreement is made, it shall be reduced to writing and transmitted to the North Carolina Division of Emergency Management.

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D. Record Keeping-- Recipient and North Carolina Division of Emergency Management personnel shall provide information, directions, and assistance for record-keeping to Provider's personnel. Provider shall maintain records and submit invoices for reimbursement by Recipient or the North Carolina Division of Emergency Management using the format used or required by FEMA publications, 2 C.F.R. Part 200 or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred, applicable Office of Management and Budget (OMB) Circulars, state and local laws and regulations.

E. Payment; Other Miscellaneous Matters as to Reimbursements-- The reimbursable costs and expenses with an itemized notice shall be forwarded as soon as practicable after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. Part 206 or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. Recipient shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified in writing signed by both parties by mutual agreement. This shall not preclude Provider or Recipient from assuming or donating, in whole or in part, the costs and expenses associated with any loss, damage, or use of personnel, equipment, and resources provided to Recipient.

F. Contracting – If recipient or provider contracts with a third party to perform any aid or assistance under the provisions of this agreement, then the entity shall follow any applicable local, state, or federal contracting requirements.

SECTION VIII. RIGHTS AND PRIVILEGED OF PROVIDER'S EMPLOYEES

Pursuant to G.S. 166A-19.60 whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

SECTION IX. PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKER'S COMPENSATION POLICY

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees under the terms of the North Carolina Workers' Compensation Act, Chapter 97 of the North Carolina General Statutes, due to personal injury or death occurring during the period such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees pursuant to G.S. 97-51.

2023 STATEWIDE MUTUAL AID AGREEMENT

SECTION X. IMMUNITY

Pursuant to G.S. 166A-19.60 all activities performed under this Agreement are hereby declared to be governmental functions. Neither the parties to this Agreement, nor, except in cases of willful misconduct, gross negligence, or bad faith, their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule, or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be liable for the death of or injury to persons or for damage to property as a result of any such activity.

SECTION XI. PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY

To the extent allowed by applicable law, each party (as indemnitor) agrees to protect, defend, indemnify, and hold the other party (as indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

Notwithstanding the foregoing, to the extent that each party does not purchase insurance, it shall not be deemed to have waived its governmental immunity by law.

SECTION XII. ROLE OF THE DIVISION OF EMERGENCY MANAGEMENT

Pursuant to GS 166A-19.12(19) and under this agreement, the responsibilities of the North Carolina Division of Emergency Management are: (1) to serve as the central depository for executed Agreements, to maintain a current listing of entities with their authorized representatives and contact information, and to provide this listing to each of the entities on an annual basis; (2) to coordinate the provision of mutual aid and assistance to a requesting party, pursuant to the provisions of this Agreement; (3) to keep a record of all requests for assistance and acknowledgments; (4) to report on the status of ongoing emergency or disaster-related mutual aid and assistance as appropriate; and (5) if the parties so designate, to serve as the eligible entity for requesting reimbursement of eligible costs from FEMA and provide information, directions, and assistance for record keeping pursuant thereto.

2023 STATEWIDE MUTUAL AID AGREEMENT

SECTION XIII. AMENDMENTS

Manner-- This Agreement may be modified at any time upon the mutual written consent of the Recipient and Provider Addition of Other Entities--Additional entities may become parties to this Agreement upon: (1) acceptance and execution of this Agreement; and (2) sending an executed copy of the Agreement to the North Carolina Division of Emergency Management.

SECTION XIV. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

This Agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days advance written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent years, unless canceled by written notification served personally or by registered mail upon the Director of North Carolina Division of Emergency Management, which shall provide copies to all other parties. The withdrawal shall not be effective until sixty (60) days after notice thereof has been sent by the Director of the North Carolina Division of Emergency Management to all other parties. A party's withdrawal from this Agreement shall not affect a party's reimbursement obligations or any other liability or obligation under the terms of this Agreement incurred prior to withdrawal hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

SECTION XV. HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION XVI. SEVERABILITY: EFFECT ON OTHER AGREEMENTS

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

In the event that parties to this Agreement have entered into other mutual aid and assistance contracts, for example pursuant to Chapter 160A of the North Carolina General Statutes, those parties agree that to the extent a request for mutual assistance is made pursuant to this Agreement, those other mutual aid and assistance contracts are superseded by this Agreement.

2023 STATEWIDE MUTUAL AID AGREEMENT

SECTION XVII. EFFECTIVE DATE

This Agreement shall take effect upon its approval by the entity seeking to become a signatory to this Agreement and upon proper execution hereof.

2023 STATEWIDE MUTUAL AID AGREEMENT

IN WITNESS WHEREOF, each of the parties have caused this North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement to be duly executed in its name and behalf by its Chief Executive Officer, who has signed accordingly with seals affixed and attested with concurrence of a majority of its governing board, as of the date set forth in this Agreement.

DIVISION OF EMERGENCY MANAGEMENT/DEPARTMENT OF PUBLIC SAFETY

BY:

Eddie M. Buffaloe, Jr.
Secretary

Department of
Public Safety

Date:

BY:

William C. Ray, Director
Division of Emergency
Management

Date:

LOCAL GOVERNMENT UNIT

By:
Chief Executive Officer/Local
Government Name:
Title:
Date:

Witness:

APPROVED AS TO PROCEDURES:

BY:
Office of General Counsel/Department of Public Safety
Date:

2023 STATEWIDE MUTUAL AID AGREEMENT

Attachment 1

List of Authorized Representatives to Contact for Emergency Assistance

The Statewide Mutual Aid Agreement signed by _____ on _____ authorizes: _____ to maintain and update the primary and alternative representatives. The primary and alternatives may be updated as needed without the formal re-execution of the Statewide Mutual Aid agreement.

PRIMARY REPRESENTATIVE

NAME:

TITLE:

DAY PHONE:

NIGHT PHONE:

CELL PHONE:

FAX:

FIRST ALTERNATE REPRESENTATIVE

NAME:

TITLE:

DAY PHONE:

NIGHT PHONE:

CELL PHONE:

FAX:

SECOND ALTERNATE REPRESENTATIVE

NAME:

TITLE:

DAY PHONE:

NIGHT PHONE:

CELL PHONE:

FAX:



COUNCIL ACTION ITEM

TO: Town Council
FROM: Preston Yates
DATE: September 10, 2024
SUBJECT: Call for Public Hearing on Kitchens and Guest Suites amendments

FOR THE PURPOSE OF:

Call for a Public Hearing to gather public comment on proposed amendments to § 154.141 Kitchens and Guest Suites and to § 154.006 Definitions. The Planning Board has reviewed the proposed amendments and recommends approval.

ATTACHED FOR YOUR CONSIDERATION:

A copy of the proposed amendments are attached for your consideration.

GENERAL IMPLICATIONS:

The purpose of these amendments is to strengthen the existing regulations to establish restrictions for the accessory uses of guest suites or houses and accessory dwelling units. The current Code allows for these uses but does not provide for any specific limitation or regulation. The proposed amendments would define each use and provide limitations and requirements for the uses.

STAFF RECOMMENDATION:

Staff recommends setting a Public Hearing date for the next regularly scheduled Council meeting on **Tuesday, October 8, 2024, at 4:00 PM.**

SIGNATURES:

Town Manager

Town Clerk

§ 154.006 DEFINITIONS.

ACCESSORY DWELLING UNIT. A subordinate habitable dwelling unit meeting the requirements of § 154.141, added as part of the primary dwelling or as a detached structure associated with, and accessory to, a one-family detached dwelling that provides complete basic living facilities including, but not limited to sleeping, heating, cooking, and sanitation.

GUEST SUITE. A subordinate habitable dwelling unit added as part of the primary dwelling or as a detached structure associated with, and accessory to, a one-family detached dwelling that does not provide complete basic living facilities, or such living facilities are shared with the primary dwelling.

§ 154.141 KITCHENS AND GUEST SUITES AND ACCESSORY DWELLING UNITS.

A guest suite or accessory dwelling unit (ADU) like facility may be included in a single-family dwelling as part of the main dwelling or accessory building.¹ Such facilities shall not have separate water or sewer services from the primary dwelling, except as required by § 51.003 or as determined by the Public Works Director. A guest suite or accessory dwelling unit shall meet the following requirements, as applicable:

- A. Only one (1) ADU or Guest Suite shall be permitted on a single lot or parcel in any Single-Family Residential zoning district, except the R-2A zoning district. Neither an ADU nor a Guest Suite shall be allowed in the R-2A zoning district.
- B. An ADU or Guest Suite shall not exceed 75% of the total heated square footage of the primary dwelling or 750 square feet, whichever is less and shall not have more than two (2) bedrooms.
- C. An ADU or Guest Suite shall meet the requirements of Chapter 153: Minimum Housing Code of the Town of Beech Mountain Code of Ordinances and any new or remodeled space used for an ADU shall meet the requirements of the current NC Residential Building Code.
- D. A detached ADU or Guest Suite shall not be located more forward or closer to the road than the primary structure, except when the ADU is included as a part of a garage or where more than two (2) times the minimum zoning road frontage setback is achieved.
 - 1) In situations where there are two (2) or more road frontages, such as corner lots and double frontage lots, the road frontage setback requirement for the front-corner or secondary frontage shall be increased by ten (10) feet, inclusive of any walkways wider than four (4) feet, decks, porches, or similar appurtenances. Any communicating or shared appurtenances shall meet the more restrictive setback requirements.
- E. The side and rear setbacks for a detached ADU or Guest Suite shall be increased by five (5) feet above the zoning district minimums, inclusive of any walkways wider than four (4) feet, decks, porches, or similar appurtenances. Any communicating or shared appurtenances shall meet the more restrictive setback requirements.
- F. An ADU or Guest Suite shall be provided with a minimum of one (1) additional parking space or two (2) spaces for a two-bedroom unit.
- G. An ADU or Guest Suite may not be used for Residential Vacation Rental or Short-Term Rental, except when the primary dwelling is not being used for such purposes. In no case shall there be more than one (1) Residential Vacation Rental or Short-Term Rental on a single lot or parcel in any Single-Family Residential zoning district during any rolling 12-month period.
- H. All structures on a lot or parcel with an ADU or Guest Suite shall be connected to the Town's public water system and public sewer system, including the ADU.
- I. An ADU or Guest Suite which increases the total built upon area (BUA) of a lot, shall not be constructed in a water supply watershed critical area (WS-IIC or WS-IIIC), unless the density requirements of § 154.105 Dimensional Requirements table of this Code can be met.
- J. An ADU or Guest Suite which increases the total built upon area (BUA) of a lot to more than 40% shall not be constructed in a water supply watershed area (WS-II or WS-III).
- K. An ADU or Guest Suite which increases the total built upon area (BUA) of a lot, shall not be constructed on any lot that is deemed non-conforming due to the minimum lot area identified in § 154.105 Dimensional Requirements table of this Code.

- L. Any lot with an ADU or Guest Suite shall provide and maintain in good working condition a minimum of two (2) bear-resistant trash enclosures as described in § 50.12(B) of this Code, for use by the primary dwelling and the ADU or Guest Suite.



COUNCIL ACTION ITEM

TO: Town Council
FROM: Preston Yates
DATE: September 10, 2024
SUBJECT: Call for a Public Hearing on proposed amendments to Off-Street Parking and Loading

FOR THE PURPOSE OF:

Call for a Public Hearing to gather public input on proposed amendments to § 154.132 Off-Street Parking and to § 154.133 Off-Street Loading and Unloading Space. The Planning Board has reviewed and recommends approval of the proposed amendments.

ATTACHED FOR YOUR CONSIDERATION:

The proposed amendments are attached for Town Council consideration.

GENERAL IMPLICATIONS:

The purpose of these amendments is to strengthen the existing parking and loading space regulations to codify existing technical review policies. The Institute of Transportation Engineers (ITE) produces a national standard for parking generation, which is the basis for reviewing the parking needs for any new or existing development. The proposed amendment codifies that the ITE Parking Generation manual will be the basis for establishing the parking needs of any use other than residential, which is addressed separately. The loading space amendment expands the types of land uses that are required to provide a loading space to include all those uses that may need a loading space.

STAFF RECOMMENDATION:

Staff recommends that Council set a Public Hearing date for the next regularly scheduled meeting on **Tuesday, October 8, 2024, at 4:00 PM.**

SIGNATURES:

Town Manager

Town Clerk

EXISTING

§ 154.132 (B) (2) Public and semi-public uses and business/commercial uses.

Each business or establishment is responsible to provide ample parking to suit their needs within the confines of their property or property acquired for that purpose. The provisions and requirements of the Americans with Disabilities Act (ADA) regarding parking requirements shall be satisfied.

PROPOSED

§ 154.132 (B) (2) Public and semi-public uses and business/commercial uses.

Each business or establishment is responsible to provide ample parking to suit their needs within the confines of their property or property acquired for that purpose. **The number of parking spaces shall be based on the latest edition of the ITE Parking Generation Manual, or a recent site-specific parking study conducted in accordance with accepted engineering practices, and shall be approved by the Zoning Administrator, or their designee.** The provisions and requirements of the Americans with Disabilities Act (ADA) regarding parking requirements shall be satisfied.

EXISTING

§ 154.133 OFF-STREET LOADING AND UNLOADING SPACE.

Every lot on which a business or trade use is hereafter established shall provide space as indicated herein for the loading and unloading of vehicles off the street. Such space shall have access to a street or alley. For the purpose of this section, an off-street loading space shall have minimum dimensions of 12 feet by 40 feet and an overhead clearance of 14 feet in height above the alley or street grade.

Retail Business	1 space for each 10,000 sq. ft. of gross floor area
-----------------	---

PROPOSED

§ 154.133 OFF-STREET LOADING AND UNLOADING SPACE.

Every lot on which a business or trade use is hereafter established shall provide space as indicated herein for the loading and unloading of vehicles off the street. Such space shall have access to a street or alley. For the purpose of this section, an off-street loading space shall have minimum dimensions of 12 feet by 40 feet and an overhead clearance of 14 feet in height above the **parking lot, alley, or street** grade.

All commercial and other uses reasonably expected to require deliveries	1 space for each 10,000 sq. ft. of gross floor area
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REPORT

TO: Town Council
FROM: Steve Smith
DATE: September 10, 2024
SUBJECT: Monthly Finance Report

FOR THE PURPOSE OF:

To report on the financial condition of the Town.

ATTACHED FOR YOUR CONSIDERATION:

July 2025 Budget Report
July 2025 Finance Report

STAFF RECOMMENDATION:

Review

SIGNATURES:

Town Manager

Town Clerk

TOWN OF BEECH MOUNTAIN
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2024

10 -General Fund
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 08.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
Tax Revenue	6,562,343	50,763.35	50,763.35	0.00	6,511,579.65	0.77
Interest Income	467,700	31,830.20	31,830.20	0.00	435,869.80	6.81
Miscellaneous Income	662,000	36,174.72	36,174.72	0.00	625,825.28	5.46
State Revenue	2,898,020	30.15	30.15	0.00	2,897,989.85	0.00
Fees	66,200	10,311.00	10,311.00	0.00	55,889.00	15.58
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	2,023,700	0.00	0.00	0.00	2,023,700.00	0.00
TOTAL REVENUES	13,254,963	129,109.42	129,109.42	0.00	13,125,853.58	0.97
<u>EXPENDITURE SUMMARY</u>						
Administration	4,362,670	78,941.55	78,941.55	0.00	4,283,728.45	1.81
Tax Collections	69,140	6,086.26	6,086.26	0.00	63,053.74	8.80
Vistors Center	308,409	26,344.10	26,344.10	0.00	282,064.90	8.54
Police	1,684,475	147,945.66	147,945.66	300.00	1,536,229.34	8.80
Fire	1,000,358	41,354.40	41,354.40	0.00	959,003.60	4.13
Special Projects	0	0.00	0.00	0.00	0.00	0.00
Building Inspections	259,692	19,924.67	19,924.67	0.00	239,767.33	7.67
Planning	157,911	23,935.30	23,935.30	0.00	133,975.70	15.16
Vehicle Maintenance	202,700	13,425.24	13,425.24	0.00	189,274.76	6.62
Road Maintenance	3,894,632	259,175.30	259,175.30	0.00	3,635,456.70	6.65
Recreation	1,314,976	214,051.19	214,051.19	0.00	1,100,924.81	16.28
TOTAL EXPENDITURES	13,254,963	831,183.67	831,183.67	300.00	12,423,479.33	6.27
REVENUE OVER/(UNDER) EXPENDITURES	0	(702,074.25)	(702,074.25)	(300.00)	702,374.25	0.00

TOWN OF BEECH MOUNTAIN
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2024

30 -Water/Sewer
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 08.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
Interest Income	67,000	5,866.16	5,866.16	0.00	61,133.84	8.76
Miscellaneous Income	10,000	1,520.58	1,520.58	0.00	8,479.42	15.21
State Revenue	0	0.00	0.00	0.00	0.00	0.00
Metered Sales & Fees	3,805,196	349,443.58	349,443.58	0.00	3,455,752.42	9.18
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	3,882,196	356,830.32	356,830.32	0.00	3,525,365.68	9.19
<u>EXPENDITURE SUMMARY</u>						
W/S Administration	1,739,268	150,589.32	150,589.32	0.00	1,588,678.68	8.66
Water	1,251,819	113,354.18	113,354.18	0.00	1,143,303.80	8.67
Sewer	527,159	18,945.37	18,945.37	0.00	508,213.63	3.59
Taps & System	363,950	75.58	75.58	0.00	363,874.42	0.02
TOTAL EXPENDITURES	3,882,196	282,964.45	282,964.45	0.00	3,604,070.53	7.16
REVENUE OVER/ (UNDER) EXPENDITURES	0	73,865.87	73,865.87	0.00	(78,704.85)	0.00

TOWN OF BEECH MOUNTAIN
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2024

35 -Sanitation
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 08.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
Interest Income	150	1,065.42	1,065.42	0.00 (915.42)	710.28
Miscellaneous Income	20,500	9,172.00	9,172.00	0.00	11,328.00	44.74
State Revenue	370	0.00	0.00	0.00	370.00	0.00
Fees	771,460	68,523.54	68,523.54	0.00	702,936.46	8.88
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	154,100	0.00	0.00	0.00	154,100.00	0.00
TOTAL REVENUES	946,580	78,760.96	78,760.96	0.00	867,819.04	8.32
<u>EXPENDITURE SUMMARY</u>						
Sanitation	946,580	116,112.70	116,112.70	0.00	830,467.30	12.27
TOTAL EXPENDITURES	946,580	116,112.70	116,112.70	0.00	830,467.30	12.27
REVENUE OVER/(UNDER) EXPENDITURES	0 (37,351.74) (37,351.74)	0.00	37,351.74	0.00

**Town of Beech Mountain
Monthly Financial Report
Fiscal Year 2025**

<u>General Fund</u>	<u>Budget</u>	Through the reported month												8.33%	% of Budget
		<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	11,546,558	129,109												129,109	1.12%
Total Expenditures	11,546,558	831,184												831,184	7.20%
Unaudited General Fund fund balance as of July 1st	8,113,814	8,113,814												8,113,814	
Revenues Less Expenditures		(702,074)	-	-	-	-	-	-	-	-	-	-	-	(702,074)	
Estimated change to Fund Balance		7,411,740	-	-	-	-	-	-	-	-	-	-	-	7,411,740	
<u>Water/Sewer Enterprise Fund</u>															
Total Revenue	3,793,213	356,830												356,830	9.41%
Total Expenses	3,793,213	282,964												282,964	7.46%
Unaudited Unrestricted Cash Reserves as July 1st	2,516,554	2,516,554												2,516,554	
Revenues Less Expenses		73,866	-	-	-	-	-	-	-	-	-	-	-	73,866	
Estimated Change in Cash Reserves		2,590,420	-	-	-	-	-	-	-	-	-	-	-	2,590,420	
<u>Sanitation Enterprise Fund</u>															
Total Revenue	1,273,881	78,761												78,761	6.18%
Total Expenses	1,273,881	116,113												116,113	9.11%
Unaudited Unrestricted Cash Reserves as July 1st	595,585	595,585												595,585	
Revenues Less Expenses		(37,352)	-	-	-	-	-	-	-	-	-	-	-	(37,352)	
Estimated Change in Cash Reserves		558,233	-	-	-	-	-	-	-	-	-	-	-	558,233	
<u>Book Value - Cash & Investments All FUNDS</u>															
	<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>		
1. Truist Bank (Pooled)	Pooled	1,143,152													
2. North Carolina Capital Management Trust	General Fund	6,227,287													
3. Mountain Community - Certificates of Deposit	General Fund	103,500													
4. North Carolina Capital Management Trust	Utility Fund	1,327,814													
5. North Carolina Capital Management Trust	Sanitation Fund	241,161													
6. North Carolina Capital Management Trust	E911 Fund	80,275													
Total Cash & Investments		9,123,189	-	-	-	-	-	-	-	-	-	-	-		
<i>All accounts reconciled through reporting month</i>															
<u>Transfers for the reported month</u>															
No transfers in July															



REPORT

TO: Mayor and Town Council
FROM: Bob Pudney
DATE: September 10, 2024
SUBJECT: Fire Department Monthly Report

SIGNATURES:

Town Manager

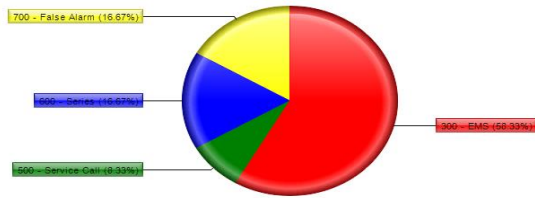
Town Clerk

BEECH MOUNTAIN FIRE DEPARTMENT
Monthly Report
August 31, 2024

EVENT	THIS PERIOD	SAME PERIOD LAST YEAR	FISCAL YTD
FIRE CALLS	12	8	25
MEDICAL CALLS	11	14	22
FIRE SAFETY INSPECTIONS	1	0	18
PUBLIC EDUCATION	0	0	0
FIRE HYDRANT INSPECTIONS	0	0	0
TRAINING HOURS	247	227	263
MEETINGS	6	5	8
EMS RESPONSE TIME AVG.	8:44	9:25	10:00

COMMENTS:

Membership Recruitment Program.
 Ladder Testing Completed.





REPORT

TO: Mayor and Town Council
FROM: Tim Barnett
DATE: September 10, 2024
SUBJECT: Police Department Monthly Report

SIGNATURES:

Town Manager

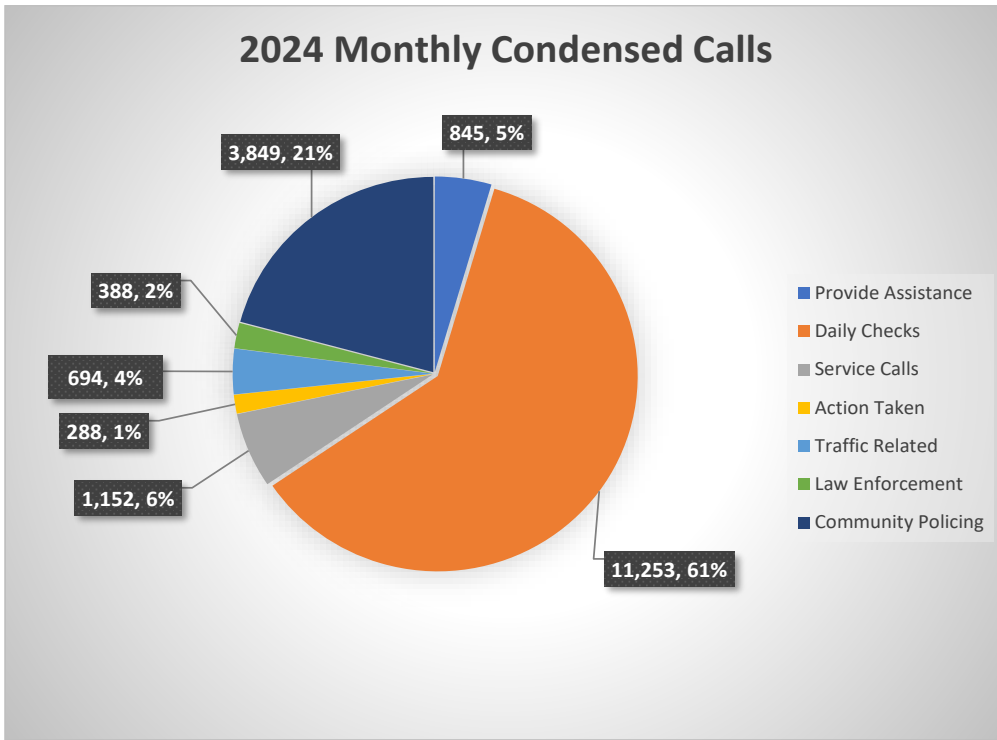
Town Clerk



Activity Log Yearly Summary Totals
 Beech Mountain Police Department
 January 1, 2024 through August 31, 2024

<i>Call Type</i>	<i>2023</i>	<i>2024</i>	<i>Call Type</i>	<i>2023</i>	<i>2024</i>
Provide Assistance			Traffic Related		
Assist Fire Department	6	12	Driving While Impaired	2	5
Assist Investigation	0	0	Improper Parking	68	95
Assist Other Agency	49	50	Stationary/Directed Patrol	179	264
Assist Town Dept/Business	9	8	Traffic Control	23	15
Assist Homeowner	42	22	Vehicle Accidents	51	50
Assist Motorist	304	318	Vehicle Stops	168	265
Assist Other Officer	144	181			
Escort	143	226	Law Enforcement Calls		
Assist Medical Calls	33	28	911 Hang Ups	18	49
			Alarms	56	67
Daily Checks			Breaking & Entering	13	3
Business Checks	7,924	7,939	Domestic Complaints	10	12
Care Track Test	0	0	Assault / Fights	6	5
Security Checks	8	854	Fire Works Violations	2	14
Residence Checks	1,136	2,436	Fraud	7	1
Welfare Check	17	24	Hit & Run	2	2
			Intoxicated/Drunk & Disruptive	4	2
Service Calls			Investigation	10	23
Animal Control Domestic/Wildlife	95	75	Larceny	13	17
Calls for Service	767	974	Mental Subject	6	0
Deliver Letter/Message	28	31	Missing Person	5	5
Found Property	16	7	Noise Disturbance/Loud Music	27	31
Golf Cart / UTV Inspections	25	30	Open Door/Open Window	40	30
ATV/Golf Cart Complaints	1	2	Prowler	1	3
Recreation/Town Deposit	48	33	Shots Fired/Sound of Shots Fired	2	2
COVID/mask	0	0	Subject with Gun/Weapon	1	0
			Suspicious Vehicle/Person/Pack.	72	78
Action Taken			Trespassing	22	25
Court	4	9	Vandalism	1	3
Felony Arrest	0	2	Continuing Investigation	14	16
Misdemeanor Arrest	4	10			
State Citations	42	39	Community Policing		
Town Ordinance Violations	98	14	Community Policing Contacts	2,164	3,809
Verbal Warning	123	203	Community Events	29	40
Warning Citations	13	5			
Warrant Service	4	6			
2023 Event Totals: 14,613			2024 Event Totals: 19,078		

2024 Monthly Condensed Calls





REPORT

TO: Town Manager and Town Council
FROM: Sean Royall
DATE: September 10, 2024
SUBJECT: August 2024 Recreation Report

FOR THE PURPOSE OF:
For review by Town Manager and Town Council.

ATTACHED FOR YOUR CONSIDERATION:
August 2024 Recreation Report.

SIGNATURES:

Town Manager

Town Clerk



August 2024 Recreation Report

Facility Report

Finance Report

Total Monthly Revenue	\$6,537.26
Parking Lot Monthly Revenue	\$794.01
Total Recreation Revenue	\$7,331.21

Detailed Revenue Totals

Program Registrations \$1,359.00

Memberships \$1,665.00

Facility Reservations \$1,260.00

POS \$2,253.26

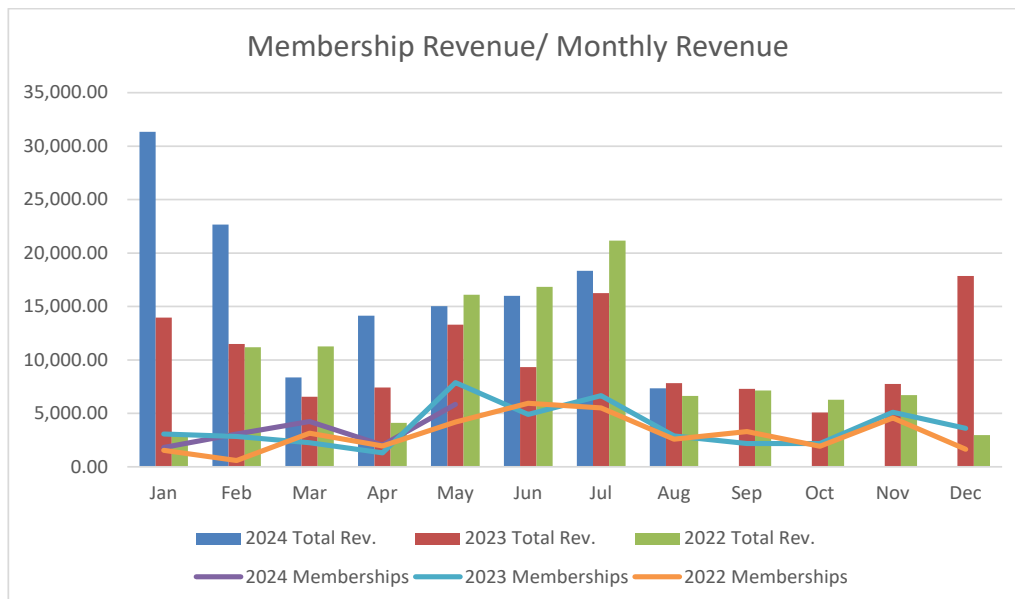
Check-In Report

Member Visits	982
Non-Member Visits	215

Membership Report

Total Memberships \$1,665.00

Family Annual \$600.00	Individual Annual \$0	Week Passes \$1,065.00
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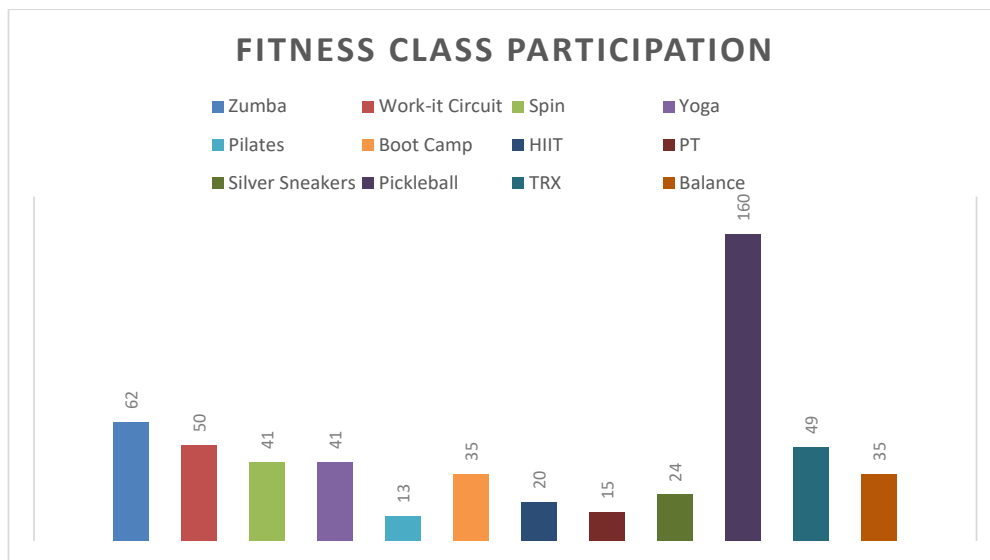


Fitness Report

Participants:

Number of classes offered in the month/ Participants.

Zumba	8	90
Work-it Circuit	9	138
Spin	9	52
Yoga	9	124
Pilates	3	34
Boot Camp	5	54
HIIT	4	23
Pickleball	8	90
TRX	3	28
Balance	3	25
Personal Training		72



Programs:

- Bike Camp – 21 registrants
- Summer Camp ended Aug 2nd
- Cake Decorating
- Salamander night hike
 - Watauga River Keepers were guest speakers

Facility Rentals:

- Shane Park – 60 nights reserved
- Deposit for wedding 9/7/2024

Director's Notes:

- Floating dock built
- Disc Golf course finalized
- New bridge in Upper Pond Creek by Indian Trl.

Respectfully Submitted,
Sean Royall
Parks and Recreation Director
Town of Beech Mountain



REPORT

TO: Town Council
FROM: Daniel Davis
DATE: September 10, 2024
SUBJECT: DOI Report August 2024

FOR THE PURPOSE OF:
Monthly Report for Public Works, Utilities, and Sanitation.

SIGNATURES:

Town Manager

Town Clerk

Monthly Water and Wastewater Treatment Flow Report

Buckeye Water Treatment Plant

	Current Data	Comparison to Previous year
	August-24	August-23
Source Water Withdrawn:	16.263 MG Total	14.062 MG Total
	0.525 MGD AVG	0.469 MGD AVG
	1.014 MGD MAX	0.651 MGD MAX
	0.308 MGD MIN	0.363 MGD MIN
Finished Water Produced:	15.778 MG Total	13.84 MG Total
	0.509 MGD AVG	0.461 MGD AVG
	1.015 MGD Max	0.588 MGD Max
	0.297 MGD Min	0.354 MGD Min

Pinnacle Well

	Current Data	Comparison to Previous year
	August-24	August-23
Well Water Withdrawn:	0.708 MG Total	N/A MG Total
	0.024 MGD AVG	N/A MGD AVG
	0.033 MGD MAX	N/A MGD MAX
	0.000 MGD MIN	N/A MGD MIN

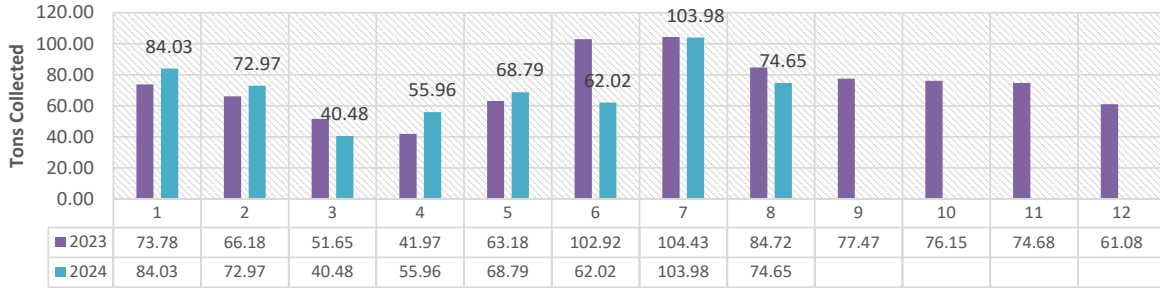
Wastewater Treatment

	Current Data	Comparison to Previous year
	July-24	July-24
Pond Creek WWTP	3.968 MG Total	4.898 MG Total
Effluent Flow	0.128 MGD AVG	0.181 MGD AVG
	0.080 MGD MIN	0.090 MGD MIN
	0.180 MGD MAX	0.180 MGD MAX
	0.400 Permitted Daily Max	0.400 Permitted Daily Max
Grassy Gap WWTP	1.271 MG Total	1.736 MG Total
Effluent Flow	0.041 MGD AVG	0.043 MGD AVG
	0.021 MGD MIN	0.013 MGD MIN
	0.113 MGD MAX	0.105 MGD MAX
	0.080 Permitted Daily Max	0.080 Permitted Daily Max
Buckeye Water Treatment	0.750 MG Total	0.578 MG Total
Waste Process	0.024 MGD AVG	0.019 MGD AVG
	0.001 MGD MIN	0.006 MGD MIN
	0.067 MGD MAX	0.058 MGD MAX

Sanitation Department
Monthly Report

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	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	76.15	Res. Const. Day	4.78	3.04	0.09	0.27	3.75	12	0	2	6	0	0
NOV	74.68	Res. Const. Day	0.00	0.79	1.03	0.46	0.00	3	2	2	0	0	0
DEC	61.08	Res. Const. Day	2.67	0.40			3.65						
YTD TOTALS	878.21	0.00	41.46	16.91	19.13	3.24	28.23	123.00	71	76	65	72	40
2024	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	84.03	Res. Const. Day		0.29	1.32	0.25	3.68		4.00	12.00			
FEB	72.97	Res. Const. Day	2.50	0.22	1.03	0.35	3.66		2				
MAR	40.48	Res. Const. Day	2.75	0.89	0.98	0.15	0.00	27	14			6	
APR	55.96	Res. Const. Day	3.17	0.58	1.00	0.29	0.00	60	9	2	2	2	24
MAY	68.79	Res. Const. Day	2.42	1.76	1.42	0.31	3.79	35	0	0	1	4	49
JUN	62.02	Res. Const. Day	2.19	0.72	2.20	0.55	4.19	32	2	0	1	0	59
JUL	103.98	Res. Const. Day	2.77	2.15	2.50	0.46	4.14	68	3	0	5	2	11
AUG	74.65	Res. Const. Day	7.77	1.13	2.33	0.81	0.00	65	0	0	0	0	4
SEPT													
OCT													
NOV													
DEC													
YTD TOTALS													

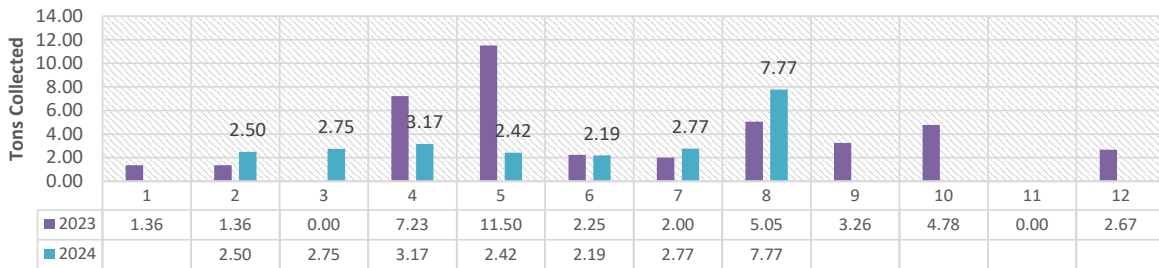
Solid Waste



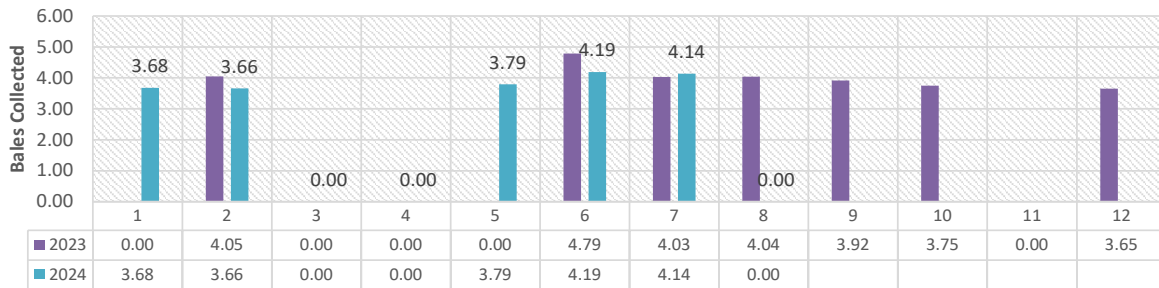
Recycled Paper and Plastic



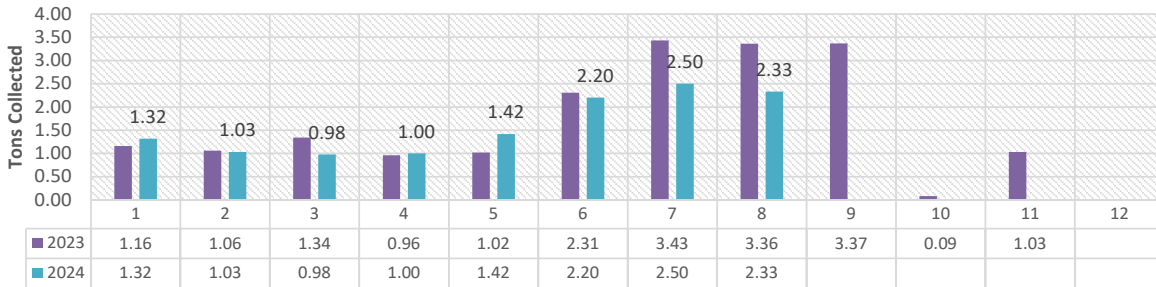
Recycled Metal



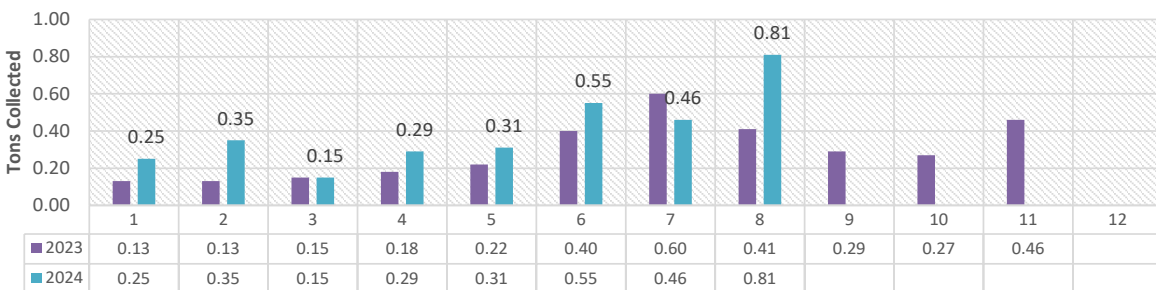
Recycled Cardboard



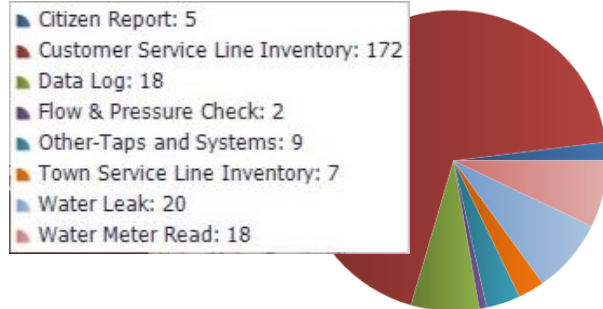
Recycled Glass



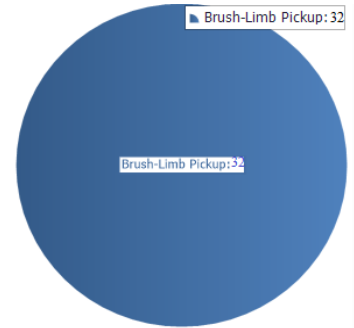
Recycled Aluminum



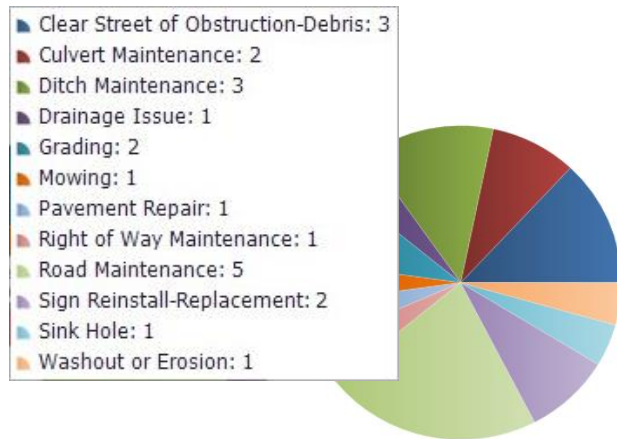
Town Servies Work Orders Last 31 Days



Sanitation Work Orders Last 31 Days



Right of Way Work Orders Last 31 Days





REPORT

TO: Town Council
FROM: Preston Yates
DATE: September 10, 2024
SUBJECT: Planning & Inspections Monthly Report 2024-08

FOR THE PURPOSE OF:

Monthly report of activities for the Planning & Inspections Department for August, 2024.

SIGNATURES:

Town Manager

Town Clerk

TOWN OF BEECH MOUNTAIN
PLANNING AND INSPECTIONS MONTHLY REPORT
 August-2024

Summary and Highlights

Building:

Permit issuance remains well above average and consistent with 2023
 Inspections remain well above average and are consistent with 2023
 New home starts are trending downward to more sustainable numbers

Planning Board:

Planning Board reviewed and recommended approval on proposed amendments to parking
 Planning Board reviewed proposed amendments to kitchens and guest suites; Provided recommendation

Board of Adjustment:

Board of Adjustment did not meet in August or September; No items for Board consideration

GIS/Mapping:

27 Maps developed in August, highest number of maps produced in one month this year
 22 Maps developed in July, previous highest number of maps this year

Census and Demographics:

Submitted demographic and permit information to NC OSBM State Demographer
 Data submitted to Census Building Permits Survey (BPS) reporting for July

Training:

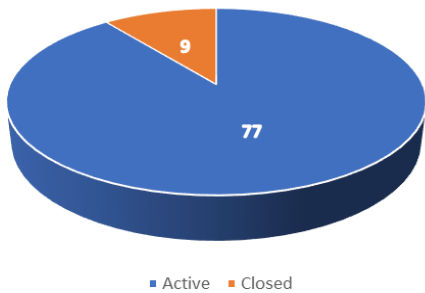
No new trainings completed in August

Other:

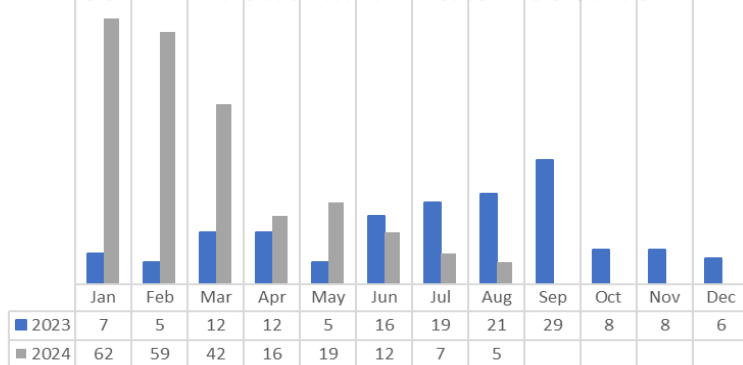
CODE ENFORCEMENT

Monthly and Quarterly Case Counts

Active and Closed Code Cases
 Jun 2024 - Aug 2024



CODE ENFORCEMENT CASE COUNTS



Code Enforcement:

4 Trash Enclosure Violations issued for May - July quarter
 20 Other code violations issued for same period
 9 Code cases closed out during this same time period

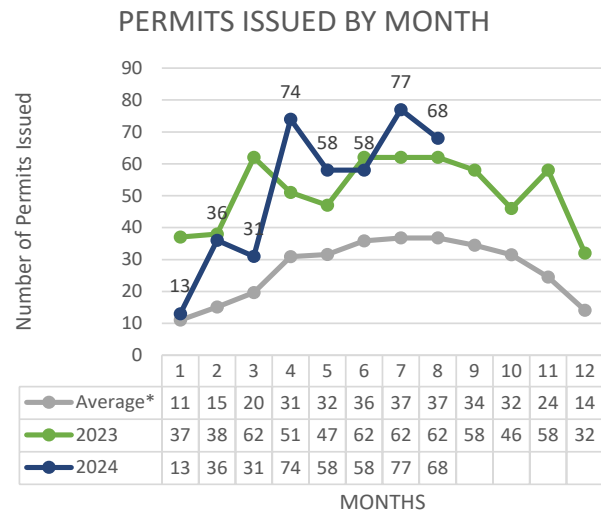
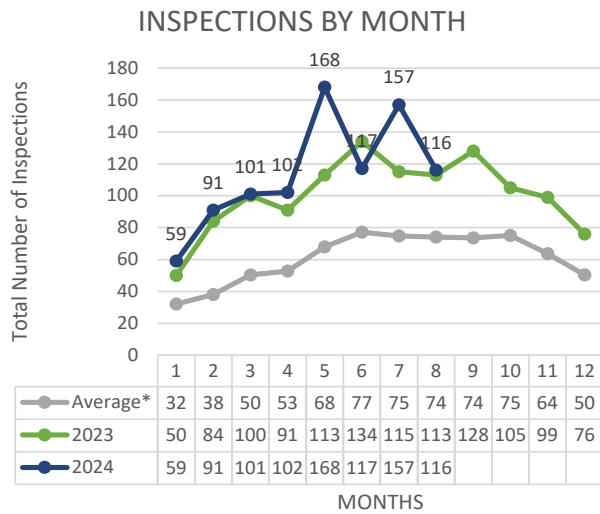
TOWN OF BEECH MOUNTAIN
Monthly Report
Planning and Inspections Department
August-2024

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	55	59	51	114	90	443
Electrical	26	36	19	62	43	245
Plumbing	18	26	10	44	28	151
Htg/Air & Misc.	17	36	33	53	67	369

2. Permits Issued

No. Issued	68	77	62	145	124	615
Value	\$ 1,358,924	\$ 1,411,823	\$ 2,130,645	\$ 2,770,747	\$ 2,895,904	\$ 20,468,168
Permit Fees	\$ 44,948.00	\$ 18,288.80	\$ 63,253.00	\$ 63,236.80	\$ 69,058.00	\$ 543,056.85



*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
2	New Single Family		\$ 36,856.00	\$ 1,050,000	2	5
	New Multi-Family				0	0
	New Commercial				1	0
66	Other	Various	\$ 8,092.00	\$ 308,924		
68			\$ 44,948.00	\$ 1,358,924		



REPORT

TO: Mayor and Town Council
FROM: Armando Garcia
DATE: September 10, 2024
SUBJECT: TDA Report Sept. 2024

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
September 2024**

In August, as summer started to wind down, the TDA's marketing initiatives shifted focus to fall travel. The main messaging centered around leaf peeping and fall hikes, while also promoting end of summer visits. Digital marketing efforts promoted, Crafts on the Green, The Mile High Kite Festival and Autumn at Oz as well as a Family Friendly Itinerary which included the Mountaineer Adventure Tower, Mini-Golf and Gem Mining. During August the TDA embarked on two video productions featuring the Beech Mountain Resort, Emerald Outback, the Kite Festival, White Wolf Lodge and Famous Brick Oven Pizzeria. The filming is part of a year-long initiative to capture video during various seasons and promote Beech Mountain as a year-round outdoor adventure destination.

Examples of recent media coverage received:

Travel Pulse – 10 “Second Cities” You Should Consider Visiting This Fall.

<https://www.travelpulse.com/news/destinations/10-second-cities-you-should-consider-visiting-this-fall>

The Travel – 7 Cool Mountain Towns in North Carolina You Can Visit in a Weekend

<https://www.thetravel.com/cool-mountain-towns-north-carolina-weekend-trip/>

New Orleans Magazine – Travel: Cool End of Summer Events

<https://www.myneworleans.com/travel-cool-end-of-summer-events/>

High Country Press – Beech History Museum's New Exhibit Reveals Early 1900s Medical Care

<https://www.hcpress.com/beech-mountain/beech-history-museums-new-exhibit-reveals-early-1900s-medical-care.html>

Avery Journal – Beech Proclaims Constitution Week, Recognizes Pair of Residents

https://www.averyjournal.com/news/government/beech-mountain-proclaims-constitution-week-recognizes-pair-of-residents/article_e927d22e-5def-11ef-9b33-7f028c7c1c44.html

Mountain Times – Beech Mountain Hosting Mile High Kite & Craft Festival

https://www.wataugademocrat.com/mountaintimes/beech-mountain-hosting-annual-mile-high-kite-craft-festival-on-aug-31/article_d19885ba-564a-11ef-b6a0-1be7e2db6d7e.html

Results: There were 641 visitors at the Visitor Center during the month of August 2024, which was slightly lower than the 653 visitors received in August 2023. Occupancy tax of \$110,906 was collected in the month of August (for July overnight stays). This was 1.97% more than the \$108,718 collected in August of 2023. 10,490 room nights were reported to the tax office for June overnight stays.

Revenues for Lodging on Beech Mountain for July 2024

\$1,861,151

July Occupancy Tax Gross Receipts Over Ten Years

