



AGENDA
Regular Town Council
Tuesday, March 11, 2025
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

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.
6. CONSENT AGENDA

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.

 - 6.1. Adoption of Minutes 3 - 10
[Regular Town Council - 11 Feb 2025 - Minutes - Pdf](#)
 - 6.2. Adoption of Closed Session Minutes
 - 6.3. Adoption of Special Meeting of Town Council Minutes 11 - 12
[Special Meeting of Town Council - 28 Feb 2025 - Minutes - Pdf](#)
 - 6.4. Revised Resolution 2025-01 Acceptance of NCDEQ Bridge Loan and Grant Funding 13 - 15

Approve
[Output Document \(Staff Report - 1153\) - Pdf](#)
 - 6.5. Hurricane Relief Support Resolution 2025-05 17 - 19
[Output Document \(Staff Report - 1163\) - Pdf](#)
7. NEW BUSINESS
 - 7.1. Stormwater Analysis and Presentation 21 - 30
[Output Document \(Staff Report - 1150\) - Pdf](#)
 - 7.2. Contract for Engineering and Design Services 31 - 45
[Output Document \(Staff Report - 1151\) - Pdf](#)

7.3.	Resolution of Intent to Annex Cherry Gap Property Output Document (Staff Report - 1152) - Pdf	47 - 50
7.4.	Capital Budget Ordinance #2025-01 Approve Output Document (Staff Report - 1154) - Pdf	51 - 53
7.5.	Call for a Public Hearing on a Proposed Commercial Rezoning (REZ 2025-1329) Staff recommends that Town Council call for a public hearing to gather public input for Tuesday, April 8, 2025, at 4:00 PM. Output Document (Staff Report - 1157) - Pdf	55 - 78
8.	TOWN MANAGER AND STAFF REPORTS	
8.1.	January 2025 Budget and Finance Report Review Output Document (Staff Report - 1159) - Pdf	79 - 83
8.2.	Fire Department Monthly Report Output Document (Staff Report - 1149) - Pdf	85 - 86
8.3.	February 2025 Recreation Report Output Document (Staff Report - 1155) - Pdf	87 - 89
8.4.	DOI Monthly Report Output Document (Staff Report - 1160) - Pdf	91 - 96
8.5.	Planning & Inspections Monthly Report 2025-02 Output Document (Staff Report - 1158) - Pdf	97 - 99
8.6.	Police Department Monthly Report Output Document (Staff Report - 1161) - Pdf	101 - 103
8.7.	TDA Report March 2025 Output Document (Staff Report - 1162) - Pdf	105 - 107
9.	TOWN COUNCIL COMMENTS	
10.	ADJOURNMENT	



MINUTES

Regular Town Council Meeting

4:00 PM - Tuesday, February 11, 2025
Council Chambers

The Regular Town Council of the Town of Beech Mountain was called to order on Tuesday, February 11, 2025, 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 February 11th, 2025, Regular Town Council Meeting to order at 4:00 PM.

2. ADOPTION OF AGENDA

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

Motion

Kelly Melang made a motion to adopt the amended agenda M.W. Stanford seconded the motion. CARRIED. unanimously.

3. INVOCATION- DEWEY CYCLONE BRETT

4. PLEDGE OF ALLEGIANCE

5. PUBLIC COMMENT

- 5.1. Mayor Abernethy welcomed Seth Felman. Seth stated how proud he is to be a resident of Beech; I first came here in 1969 as a little boy. I'm here to tell you about the new 5 story Hilton Hotel coming to the base of Sugar Mountain. The

hotel will have 3,000 feet of meeting room space for parties, meetings and weddings, an indoor swimming pool, and many other amenities. I'm happy that this got approved to be a part of Sugar Mountain. If any questions feel free to ask.

Mayor Abernethy thanked previous Vice Mayor Jimmie Acardi for attending the council meeting and continuing being involved with the town.

Freddy Harris of 126 Wintergreen Way- May of 2023 during a summer thunderstorm rainwater overwhelmed the drainage ditch on Beech Mountain Parkway at the intersection of Hummingbird Lane. This location directs water under the gravel road instead of coming down Beech Mountain Parkway it goes into a pipe that is then positioned to flow across the properties facing Wintergreen Way, I live on that road. At this point the water is directed into a ditch then directed into three pipes under Wintergreen Way Road then onto my property. This arrangement has caused severe damage to my property and erosion to both my property and the ditch on Wintergreen Way. I've made the town aware of this on several occasions, one occasion the flow of the water from one thunderstorm was enough to remove nearly half of Wintergreen Way Road. The May 2023 storm caused severe damage and costly damage for me. The town had a civil engineer offer a solution- which I found not adequate after consulting with outside sources. The civil engineers' suggestion was to install a larger pipe under the road and maintain a clear and deeper drainage ditch beyond the collection point down range. This meant the town was to clean the ditch that was filled with dirt and keep it clean and enforce the property owners to maintain a clean culvert. In effect keep the same system just more pipe. My request for reimbursement for damages to loss of property was denied. The city installed a second pipe under the road as of this date, todays date the city has not cleaned the ditch as part of the civil engineers' solution. That has been over a year and many storms since. Additionally, the paving of Beech Mountain Parkway above us was done by private citizens and well over many months and more storms. With the pavement, new homes, and clearing of the ground has increased more water runoff and had a negative impact on me. Helene 2024 caused significant damage in North Carolina and in my case due to the city's failure to respond to cleaning out the ditch, I suffered more damage to my property that was not covered by FEMA or assistance from the city. If you view the street one can see that there is only a small section on Wintergreen Way Road that is always either full of mud or ruts due to the extreme amount of water dependent on the overflow of the rainwater from the rest of the mountain. When the city came to fill the ruts in the road recently, I asked them to cover my water lines where the bank had been washed by the stopped-up ditches they had not cleared in over a year. It would have taken maybe two minutes with the equipment on hand to cover the water line, he refused, I took this as an insult because the freeze was coming that night, and it would burst. His reply was that it was past the meter and on my side. Robbie covered it for me- my neighbor. Helene storm water coming from the Parkway in front of my house reached up to 2-3 feet and into my basement. The only place on Wintergreen Way Road that had water issues because of the collection point on the parkway. When I purchased my house, I spent \$28,000 to stop the basement wall from leaning and approximately \$30,000 more to raise the level in the yard to stop the flow of overrun water from the filled-up ditch overflow.

Since there seems to be a mystery about the subject of gravel for the roads which I have not seen in six years, the collection of rainwater on Beech Mountain Parkway across private property and then forcing it again taking short cuts more in the long run.

Additional comment: As for the pavement of the Parkway for Eagles Nest section that was suggested in the budget. Gravel on that road is better solution, and I'd like to know if you have a list or an assessment of pavement for roads on this mountain- where does that road fit on that list? Robbie did a lot of repairs on those two majors damaged with gravel and rock that have lasted a long time, so I suggest you look into doing that for the Eagles Nest area. If you do pave the roadway- have you done any surveys as to the amount of traffic from Eagles Nest? Another question is what's driving that pavement? I'd like to see if somebody will address the drainage and ditches on this mountain before you start paving roads.

Nick Wilson of 513 Charter Hills Road- I have a recommendation for all of us. I don't know what the town is with FEMA right now on the number of passes that have been completed on roadside debris removal. The five or six roads that I travel around to make sure things are kind of in good shape I made a list of all the limbs and all the trees that are still on the property on Beech Mountain. Some of that property has been where FEMA comes along and picks up some of the debris but leaves a lot as well. I'm recommending that you make a list in your travels around your neighborhood, and we can present these to Bob and Daniel and maybe FEMA will come back and pick up all of the trash. Thank you very much.

Robert McMichael of 710 Pine Ridge Road- I would like to talk about something that is on the agenda, item 8.1 proposal for the comprehensive development plan for the commercial district. In reading the of the attached documentation it comes with a price tag of \$125,000 to \$140,000. We have been spending a whole lot of money cleaning up this town and we got a whole lot of work left to do and we have no idea how much we will be reimbursed. I'd like to say that I think it's prudent that we save our money and spend it on things we actually need right here and now. This may be a good plan that we will hear about today and if it is don't say no but table it and say not now. Thank you.

Carl Martin of 100 Emerald Forest Road- My questions are for the development presentation we're going to be hearing about. What are we looking at in terms of water conservations because every year we come here we see that there are water conservation advisories. Also, the additional need for our fire and police departments, what are we looking at as far as that?

6. DEVELOPEMENT PRESENTATION BY JAMES R. PITTS

7. CONSENT AGENDA

- 7.1.** Adoption of Minutes
- 7.2.** Adoption of Closed Session Minutes
- 7.3.** Audit and Fiinancial Statement Preparation Contract for the year ending June

30th, 2025

Motion

Kelly Melang made a motion approve the Consent Agenda and Alan Villanova seconded the motion. CARRIED. unanimously.

8. OLD BUSINESS

8.1. Proposal to create a plan for the cohesive development of the Commercial District.

Town Manager Pudney explained this item is in response to a discussion from a year ago where you were asked to sell a piece of town property along the Parkway for development and in your discussion, you decided you wanted to see an overall plan for not only that parcel but for the entire corridor. If you recall the discussion, you didn't want it to be piecemealing development along the downtown of Beech Mountain. Staff took that and went out and created an RFP, due to Helene this has been pushed back from the original plan of end of October. We moved the RFP to January 31st and received three proposals, through our Economic Development Coordinator- Kate Gavenus. Those proposals were reviewed, and you've got the selection before you today, the Hill Studio Group. The selection of Hill Studio Group came from the depth of their proposal they are bringing two firms the Hill Studio Group and Civic by Design along with some subject matter experts and an economist to perform a marketing analysis as well as transportation analysis and traffic study.

We had asked the TDA to fund a traffic study last year and we were waiting for wintertime for that to occur the storm again set those plans loose and we asked the Hill Studio Group if they would include that in their proposal.

This plan will take a look at the town commercial corridor from the town limits to the entrance of the resort. What makes this a little unique is Kate Gavenus went out and met with the private property owners that are adjacent to the corridor. It is not only public property the town's property but also the adjacent private property along that corridor.

The Hill Studio Group has been recommended to you on this item. For the funding- I have approached the TDA, I met with the chair yesterday and unfortunately for timing they don't have their meeting until after today's meeting. This fits right into the TDA 2/3 pot if you will, the research and putting together a plan to market the town so the intent is to ask the TDA to fund this in its entirety in addition to the monies they have already funded for the traffic study that we are rolling into this. Kate Gavenus also added the Buckeye Creek corridor out the back. There has been talk about developing the area and we have a number of small parcels both town and privately owned.

Motion

M.W. Stanford made a motion to accept pending TDA funding and Art Beckmann seconded the motion. CARRIED. unanimously.

9. NEW BUSINESS

9.1. Budget Amendment, Sanitation Fee Schedule

Town Manager Pudney explained the rules for sanitation today are if you have a compliant trash bin that meets all the rules, we will pick up your garbage twice a week and you pay a fee for that monthly in your utility bill. That's fine until we show up and the bin is non-compliant and what happens today is the crew goes on by and reports it to their supervisor who then goes out and takes a picture and documents the reason and goes back to the office. We wait for someone to complain that we didn't pick up their garbage. Totally inefficient bad situation the garbage is still there and piles up. This proposal allows the Town Manager, and I am going to delegate it to the sanitation supervisor to go ahead and pick up the garbage and document what the non-complaint circumstance is and then send the property a \$25.00 fee on the utility bill for a non-complaint pickup. The caveat in this budget amendment is I have asked you for the permission to be able to adjudicate that for cause.

Motion

M.W. Stanford made a motion to approve and Kelly Melang seconded the motion. CARRIED. unanimously.

10. TOWN MANAGER AND STAFF REPORTS

10.1. Town Manager Report and Notes-

1. Weekend traffic –
 - a. Continuing with sign boards regarding overflow parking and parking restrictions.
 - b. Traffic control at the entrance to the resort.
 - c. Continue to see higher traffic on Saturdays
 - i. 7154 vehicles pass the Town Hall
 - ii. 3137 passed the resort entrance. (moved counter).
 - d. Staffing for Presidents' Day weekend and weather
2. Town Hall / Visitor Center
 - a. Certificate of occupancy issued
 - b. Moving visitor center on Thursday and Friday. Expect to be open to the public by the weekend.
 - c. The punch list is lengthy, including repaving the parking lot, this is the reason no striping or wheel stops have been installed.
 - d. The police department has occupied the new space.
3. FEMA projects –
 - a. We have **622** individual damages listed with FEMA, resulting in **37** separate **grants** totaling over 20 million dollars.
 - b. Buckeye reservoir
 - i. Engineering continues, preliminary cost and scope developed for FEMA review. Projected to cost 12 million.

- ii. Water plant and dam structures are moving along, design and permitting.
 - c. **Page 67** - stage 2 water restrictions – seeing some reduction in gross output, I would like to contribute this to conservation as well as improvements to the underground infrastructure. Restrictions to continue.
 - d. Charter Hills Rd. – engineer analysis has determined the roadway is unsafe to open one lane. The road will be closed for a year.
 - e. Debris –
 - i. Met with the contractor, the state increased the cost per cubic yard, and FEMA and the state have approved. \$17.50
 - ii. The town will continue to collect debris until the first pass has been completed. Avery has closed all new debris and Watauga has set March 3rd as the stop date. We will continue due to the weather and poor response from the contractor.
 - f. Roadways
 - i. Gravel – we have listed over 500 culverts and almost every gravel road as damaged including repairs to associated ditches and road shoulder work, FEMA is reviewing the scope of work and estimate of costs. Temporary emergency repairs are being done, and finally, permanent repairs will be completed in the coming months.
 - a. Utility
 - i. Water and sewer lines repair under design, then permitting through the state.
 - b. Contracting – expect various contracts to be brought to you for consideration in the future, we are working to develop the scope of work as well as to comply with FEMA Procurement requirements.
 - c. Funding
 - i. A \$3 million water loan via DEQ is being discussed as a grant. An additional \$200k was added for administrative expenses.
 - ii. An additional request from FEMA for emergency repairs and debris cleanup is underway. (\$2.9m received so far.)
 - iii. State cash flow program, request due by Friday, we have asked for up to \$22m
 - iv. A \$12m request has been submitted to the state legislature.
4. Stormwater utility update-
- a. Three-year process
 - b. Requires hiring an engineering firm to conduct a study to set requirements and to determine funding levels.
 - c. We can provide a more comprehensive presentation with

preliminary figures this summer.

5. Budget is underway for FY25-26.
6. The TDA budget retreat is on February 19th at Buckeye Recreation Center. December was the highest occupancy tax collected on record. \$209,296.00
7. High Country Council of Governments – 49th annual meeting, March 7th. Rsvp by 2/21. Let Emily know if you would like to attend.

- 10.2. December 2024 Budget and Financial Report to Council
- 10.3. Police Department Monthly Report
- 10.4. Fire Department Monthly Report
- 10.5. Recreation Report January 2025
- 10.6. DOI January Report
- 10.7. Planning & Inspections Monthly Report 2025-01
- 10.8. TDA Report February 2025

11. TOWN COUNCIL COMMENTS

- 11.1. Councilmember Alan Villanova- Thank you all for being patient during the recovery process. The Town Manager and employees have been working diligently to get us back on our feet, we are in good shape but still have a long way to go. We know that things aren't going as quickly as everyone would like them to but know that the council is in full support of the manager and employees and all that they do. If you see employees working hard, I encourage you to give them a thanks I'm sure they would appreciate that.

Councilmember Art Beckmann- Bob and staff spend a lot of hours going into this recovery effort with a lot more to come. I commend the staff for their diligence. With budget coming up and a lot of balls in the air this council is here to support the citizens and do the best we can to keep moving forward.

Councilmember M.W. Stanford- Hats off to the amount of money that looks like it will flow in. Busy weekend ahead of us, be patient. Visitors are a part of the reason why we're all here. Thank you.

Vice Mayor Kelly Melang- I think we have gone through all four seasons in the last three months so thank you to the staff who have adjusted as needed to be able to accommodate all four seasons on Beech. Busy weekend, plan accordingly.

Mayor Weidner Abernethy- I'm excited to announce next council meeting Dr. Lee King, Lees Mcrae President will be giving us a snapshot of what is happening at Lees Mcrae. I will be attending a meeting next with some of our state representatives we're working hard to get the town 12 million dollars. I am

optimistic to get 12 million but if we get less that is going to be free money the town.

**12. CLOSED SESSION - PURSUANT TO NC GS 143-318.11 (A)(3)
ATTORNEY CLIENT MATTERS**

12.1. Mayor Abernethy requested a motion to enter into closed session.

Motion

Kelly Melang made a motion to enter into a closed session Art Beckmann seconded the motion. CARRIED. unanimously.

13. ADJOURNMENT

13.1. Mayor Abernethy requested a motion to adjourn at 6:24PM.

Motion

Alan Villanova made a motion to adjourn Art Beckmann seconded the motion. CARRIED. unanimously.

Town Clerk

Mayor, Town of Beech Mountain



MINUTES

Special Meeting of Town Council Meeting

9:00 AM - Friday, February 28, 2025
Council Chambers

The Special Meeting of Town Council of the Town of Beech Mountain was called to order on Friday, February 28, 2025, at 9:00 AM, in the Council Chambers, with the following members present:

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

COUNCIL EXCUSED:

STAFF PRESENT: Town Clerk Emily Haynes
Town Manager Bob Pudney

1. CALL TO ORDER

- 1.1. Mayor Abernethy called the Special Meeting of Town Council to order at 9:01 AM.

2. PLEDGE OF ALLEGIANCE

3. NEW BUSINESS

- 3.1. Resolution and Promissory Note for NC Cashflow Loan

Motion

M.W. Stanford made a motion to approve the Cashflow Loan Agreement, Promissory Note, and Resolution Alan Villanova seconded the motion.
CARRIED. unanimously.

4. ADJOURNMENT

- 4.1. Mayor Abernethy requested a motion to adjourn at 9:28 AM.

Motion

Kelly Melang made a motion to adjourn at 9:28 AM Alan Villanova seconded the motion. CARRIED. unanimously.

Town Clerk

Mayor, Town of Beech Mountain



COUNCIL ACTION ITEM

TO: Beech Mountain Town Council
FROM: Steve Smith
DATE: March 11, 2025
SUBJECT: Revised Resolution 2025-01 Acceptance of NCDEQ Bridge Loan and Grant Funding

FOR THE PURPOSE OF:

This is a revised Resolution #2025-01 from January 2025.
State of North Carolina Department of Environmental Quality Division of Water Infrastructure offer of \$3,200,000 for the mitigation and reconstruction of the Town's Water and Wastewater damages caused by Tropical Storm Helene. Bridge Loan portion \$3,000,000 at 0% interest rate and Grant funds of \$200,000, total offer \$3,200,000. Resolution 2025-01 is an acceptance of the funds. NCDEQ assigned project #Hel-0002

ATTACHED FOR YOUR CONSIDERATION:

Revised Resolution 2025-01

STAFF RECOMMENDATION:

Approve

SIGNATURES:

Town Manager

Town Clerk



Revised
Resolution 2025-01

Town of Beech Mountain
North Carolina
Date: 3/11/2025

RESOLUTION BY GOVERNING BODY OF RECIPIENT

WHEREAS, the North Carolina General Assembly has enacted Session Law 2024-53 to assist eligible units of government in meeting their Hurricane Helene disaster-related water infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered a State Emergency Bridge Loan in the amount of \$3,000,000 and grant funds of \$200,000 for a total of \$3,200,000 to repair a wastewater and/or drinking water system, and

WHEREAS, the Town of Beech Mountain intends to perform said project in accordance with the terms of the Agreement with the NC Department of Environmental Quality,

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

That the Town of Beech Mountain does hereby accepts the State Emergency Bridge Loan offer of \$3,000,000 and grant funds of \$200,000

That the Town of Beech Mountain does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Town Manager Robert Pudney, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project(s); to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the 11th day of March 2025 at a duly authorized meeting of the Beech Mountain Town Council, Beech Mountain, North Carolina.

Town of Beech Mountain

Revised
Resolution 2025-01

Weidner Abernethy, Mayor

Date:

Emily Haynes, Clerk

Date:



RESOLUTION

TO: Mayor and Council

FROM: Emily Haynes

DATE: March 11, 2025

SUBJECT: Resolution 2025-05

FOR THE PURPOSE OF:

Requesting the United States Congress and the North Carolina General Assembly continue to provide financial and administrative support for small businesses in Watauga County and all western North Carolina impacted by Hurricane Helene.

SIGNATURES:

Town Manager

Town Clerk



2025-05

Town of Beech Mountain
North Carolina

Date: 03/11/2025

**RESOLUTION REQUESTING THE UNITED STATES CONGRESS AND
THE NORTH CAROLINA GENERAL ASSEMBLY CONTINUE TO PROVIDE FINANCIAL AND
ADMINISTRATIVE SUPPORT FOR SMALL BUSINESSES IN WATAUGA COUNTY AND ALL
WESTERN NC COUNTIES IMPACTED BY HURRICANE HELENE**

WHEREAS, Hurricane Helene devastated the western counties of North Carolina on September 26, 2024; and

WHEREAS, these impacted counties continue to make progress in the physical cleanup, but much remains in the financial recovery of these communities and their small businesses; and

WHEREAS, the month of October is typically one of the top, if not the top month for tourism spending in the entire year for these counties; and

WHEREAS, October was followed by slower economic performance than expected throughout the winter, leaving many businesses vulnerable as they moved toward the shoulder season; and

WHEREAS, small businesses are the key drivers in the employment of residents across Watauga County and Western North Carolina; and

WHEREAS, these businesses contribute directly to sales and occupancy tax collections in Western North Carolina, two sources that will be important to our community's long-term economic recovery; and

WHEREAS, while many organizations are working to provide direct support to businesses and individuals, more programmatic support, technical assistance, and funding support will be needed to aid in recovery efforts across Watauga County and all of Western North Carolina.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Beech Mountain respectfully requests the United States Congress and the North Carolina General Assembly continue to provide financial, administrative, and technical support and find other creative solutions to ensure our local businesses have the resources they need to sustain and flourish as they continue the road to recovery from Helene.

Adopted, this the _____ day of _____, 2025.

TOWN OF BEECH MOUNTAIN, NORTH CAROLINA

By: _____

Mayor, J. Weidner Abernethy

ATTEST: _____
Town Clerk, Emily Haynes



COUNCIL ACTION ITEM

TO: Mayor and Town Council
FROM: Bob Pudney
DATE: March 11, 2025
SUBJECT: Stormwater Analysis and Presentation

FOR THE PURPOSE OF:

The Town proposes to investigate the possibility of creating a Stormwater Utility to address the long-term goals of managing Stormwater runoff throughout the town. Permission is requested to contract with the firm of Withers Ravenel for those professional services in the amount of \$19,500.00. This firm has previous experience with the Town of Beech Mountain, completing a Storm Water Study in 2009. This engagement proposes to develop a formal presentation to the Town Council, outlining the overall purpose of creating a Stormwater Fund, revenue scenarios, capital needs and a plan for the next steps in creating a Stormwater Fund. The timeline for a Board Presentation is 60 days from a Notice to Proceed.

SIGNATURES:

Town Manager

Town Clerk



February 27, 2025

Daniel Davis, Director of Utilities
Town of Beech Mountain
108 Bark Park Way
Beech Mountain, NC 28604

**RE: Stormwater Start-Up Board Presentation
Beech Mountain, North Carolina
WR Project No. 25-0176**

Dear Mr. Davis,

WithersRavenel is pleased to provide this Agreement for Professional Services. We look forward to working with you on this project. If you have any questions or concerns about this agreement, please do not hesitate to call me at the number listed below.

Sincerely,
WithersRavenel

Shannon Moore
Director of Finance Services, Funding and Asset Management
smoore@withersravenel.com
Ph. 336.605.3009 | Direct. 919.678.3862

Attachment:
Agreement for Professional Services

115 Mackenan Drive | Cary NC 27511
t: 919.469.3340 | www.withersravenel.com | License No. F-1479
Asheville | Cary | Charlotte | Greensboro | Pittsboro | Raleigh | Southern Pines | Wilmington

Town of Beech Mountain Beech Mountain, North Carolina Stormwater Start-Up Board Presentation Agreement for Professional Services

A. Project Description

This fee agreement is intended to provide the scope of services and associated fees to provide consulting services per request of Town of Beech Mountain and formalize an agreement for the implementation and logistics for these services.

This agreement is based on the project site located in Beech Mountain, North Carolina.

Listed below is a summary of several key aspects of the project based on discussions and preliminary research. Refer to the Scope of Services and Additional Services/Exclusions for further detailed information.

For the purposes of this agreement and any subsequent agreements the following references shall apply:

1. Town of Beech Mountain shall be known as the "Client" or the "Town";
2. WithersRavenel shall be known as the "Consultant";
3. The overall project shall be known as the "Project";
4. The executed agreement shall be known as the "Agreement".

The Client wishes to pursue a Stormwater Fund Start-Up (Project), where the primary objective of the Project is to provide professional services related to a formal presentation to their elected body on the overall purpose of a Stormwater Fund Start-Up for the Town. The Consultant had previously completed a Stormwater Study for the Client and the Town desires to address stormwater short- and long-term operations, maintenance, and capital needs in a more comprehensive manner through establishing an enterprise Stormwater Fund. This fee agreement includes a presentation to the Town's Council, outlining the overall purpose of creating a Stormwater Fund, revenue scenarios based on Geographic Information Systems parcel counts, updated capital needs and providing the clients with next steps needed to create a Stormwater Fund.

B. Timeline for Services

Consultant will begin work upon receipt of executed Agreement and written notice to proceed from the Client. Estimated timeframe for the basis of the services described in the Scope of Services are shown below.

Milestone	Timeframe
Board Presentation - Stormwater	60 days

1. From the milestone timeframe and factoring in variability in the approval process, Consultant estimates the total project timeframe for the Scope of Services to be 60 days.
2. The estimated timeframe may be impacted by, among other things:
 - a. Timeliness and additional permit and/or plan reviews of review agencies;
 - b. Timeliness and accuracy of information provided by the Client and Client consultants.

3. If available, opportunities to adjust this estimated timeframe can be discussed. Implementation of agreed-upon adjustments may result in adjustments to Consultant fees.
4. Certain tasks, such as reviews and approvals, are performed by third parties, including governmental agencies, over which neither Client nor Consultant have control or responsibility. As such, neither party is responsible for delays or the resulting cost impacts caused by third parties.

C. Scope of Services

Consultant shall provide the services identified under each task below as its “Basic Services” under the Agreement.

Task 1 - Town Council Presentation

- A. Establish a Project Leadership Group (PLG) composed of Client representatives and Consultant team members that would be involved with and oversee all aspects of the project.
- B. Conduct a final review of the proposed project scope and schedule, against which all work tasks and assignments will be evaluated.
- C. Monitor and evaluate progress by way of routine progress meetings and timely reviews of draft deliverables.
- D. With engagement, leadership, and support from PLG, Consultant will develop a presentation that outlines the following components for Council to consider in starting an enterprise Stormwater Fund:
 1. Overall purpose of creating a Stormwater Fund for the Town.
 2. Review and Summary of previous Stormwater Study data. Due to the age of the Study (circa 2009), Consultant and Client will work together to develop an estimate of capital needs and corresponding years.
 3. The Consultant will review and provide an estimate count of developed parcels using GIS data.
 4. Current stormwater billing options available to the Town (tax bill versus utility bill) including outlining the pros and cons of each option.
 5. Revenue projections at various fee structures based on information obtained through the GIS data review.
 6. Outline the next steps needed for the Client to create a Stormwater Fund, which are to be procured outside the scope of this agreement.
- E. Provide a draft presentation to PLG and incorporate requested changes into a final presentation.
- F. Consultant team will deliver an in-person presentation to Town Council.

D. Exclusions/Additional Services

Services that are not included in the Scope of Services or are specifically excluded from this Agreement (see below) shall be considered Additional Services if those services can be performed by Consultant and its agents if requested in writing by the Client and accepted by Consultant. Additional services shall be paid by the Client in accordance with the Fee & Expense Schedule at the time of additional services contracting. The exclusions are described below but are not limited to the following:

General

- All plan submittal, review, or permitting fees;
- Any work previously provided in other agreements;
- Any other services not specifically listed within the Scope of Services.

Stormwater Services

- Stormwater Master Plan;

- Development of Stormwater Improvements.

Project Management

- Additional Meetings/Site Visits;
- Adjacent property owner discussions;
- Neighborhood meetings;
- Attendance at formal regulatory meetings unless noted above;

The above list is not all inclusive, and the Scope of Services defines the services to be provided by Consultant for this project.

E. Client Responsibilities

The following are responsibilities of the Client and Consultant will rely upon the accuracy and completeness of this information:

1. General:

- a. Provide representative for communications and decisions;
- b. Coordination and designation of a primary contact for architect, contractor, and other consultants engaged by the Client;
- c. Preferred media platforms for communications with the Client;
- d. Provide in writing, any information as to Client's requirements for design;
- e. Provide any information needed to complete the Project not specifically addressed in the Scope of Services;
- f. Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data relative to the Project;
- g. Examine all agreements, reports, sketches, estimates and other documents presented by the Consultant and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the Consultant;
- h. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project or the services of Consultant;
- i. Attend Town meetings as required/needed;
- j. Provide access to property for Consultant and subconsultants;
- k. Discussions/negotiations with adjacent landowners;
- l. Acquire all off-site utility and/or construction easements required for this Project;
- m. Manage and coordinate the work of any subconsultants/subcontractors that are not directly subcontracted through the Consultant;
- n. All submittal, review, or permitting fees associated with the Project;
- o. Any legal representation requiring an attorney at law.

F. Compensation for Services

Consultant proposes to provide the Basic Services outlined in the Scope of Services on a lump sum basis with budgets as shown below plus reimbursable expenses in accordance with Exhibit II. The amounts set forth below have been determined based on the nature, scope, and complexity of the Project as represented in the information provided to Consultant by Client prior to submittal of this agreement; subsequent changes thereto may result in additional fees.

Task No.	Task Name	Fee
1	Board Presentation - Stormwater	\$19,500
TOTAL		\$19,500

(Hourly) Denotes hourly tasks. The fee budgets represented with hourly tasks are good faith estimates of what can be reasonably expected during the performance of this contract.

1. Invoices will be issued monthly, based on the percentage of completion for each lump sum task and the hourly rate for Consultant personnel in accordance with Exhibit II for hourly tasks, as accomplished during the billing period. Payment is due upon receipt of invoice.
2. The above fees are based on the estimated timelines noted in the Timeline for Services. Any adjustments to those timelines may result in additional fees.
3. Consultant may alter the distribution of compensation between individual Tasks noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.
4. The attached Exhibit II, Fee & Expense Schedule, is based on Consultant's rates as of the date of this agreement and may be subject to change for hourly tasks and any Additional Services that occur after any adjustments to such rates go into effect.

Payment

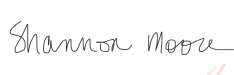
The Client will pay Consultant for services and expenses in accordance with periodic invoices to Client and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to Client. Invoices are past due after 30 days. If the Project is reliant on State and/or Federal Funds, then the Client will pay Consultant for all invoices within three (3) banking days of receipt of those State or Federal Funds. The Client is ultimately responsible for payment of all invoices with or without receipt of State or Federal Funds.

G. Acceptance

This agreement is valid 60 days from the date it is transmitted to Client. Receipt of an executed copy of this agreement will serve as the written Agreement between WithersRavenel and Town of Beech Mountain. All Exhibits identified after the signature blocks below, including the Standard Terms and Conditions (Exhibit I) and Fee & Expense Schedule (Exhibit II), are incorporated herein and are integral parts of the Agreement.

OFFERED BY:

WITHERSRAVENEL

 Digitally signed by Shannon Moore
Date: 2025.02.27 09:16:21 -05'00'

Signature _____ Date _____

Shannon Moore
Name _____

Director of Finance Services
Funding & Asset Management
Title _____

ACCEPTED BY:

TOWN OF BEECH MOUNTAIN

Signature _____ Date _____

Name _____

Title _____

PREAUDIT STATEMENT: This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (NC G.S. 159-28(a)).

Signature of Finance Officer: _____

Printed Name: _____

Date: _____

Attachment:

Exhibit I – Standard Terms & Conditions

Exhibit II – Fee & Expense Schedule

EXHIBIT I

Standard Terms and Conditions

WithersRavenel, Inc.

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions, which form an integral part of the Agreement. By accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment:

- a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement. If Consultant initiates legal proceedings to collect the fees owed, Consultant shall also be entitled to recover the reasonable expenses of collection including attorney's fees.

2. Notification of Breach or Default: The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission, or inconsistency arising out of CONSULTANT's services or any other alleged breach of contract or negligence by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

3. Standard of Care: CONSULTANT shall perform its services in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the Project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

4. Waiver of Consequential Damages/Limitation of Liability: CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

5. Representations of CLIENT: CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

6. Ownership of Instruments of Service: All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT,

CONSULTANT shall make available to CLIENT copies of all plans and specifications.

7. Change Orders: CONSULTANT will treat as a proposed change order any written or oral order (including directions, instructions, interpretations, or determinations) from CLIENT which requests changes in the Agreement or CONSULTANT's Scope of Services. If CONSULTANT accepts the proposed change order, CONSULTANT will give CLIENT written notice within ten (10) days of acceptance of any resulting increase in CONSULTANT's fees.

8. Opinion of Cost/Cost Estimates: Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of CONSULTANT'S experience and qualifications and represent its reasonable judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes assurances as to the amount of any costs, CLIENT shall employ an independent cost estimator to make such determination.

9. Assignment and Third Parties: Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other, which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

10. Project Site: Should CLIENT not be owner of the Project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend, and hold harmless CONSULTANT against any claims by the CLIENT, the owner of the site, or persons having possession of the site which are related to such alteration or damage.

11. Access to Site: CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out its services.

12. Survival: All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations of liability, and CONSULTANT's rights and remedies with respect thereto, shall survive completion, expiration or termination of this Agreement.

13. Termination: Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

14. Severability: If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

15. No Waiver: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

16. Merger, Amendment: This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all negotiations, written and oral understandings between the parties are integrated and merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

17. Unforeseen Occurrences: If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. Force Majeure: Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, pandemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. Safety: CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents, or employees.

20. Dispute Resolution/Arbitration: Any claim or other dispute arising out of or related to this Agreement shall first be subject to non-binding mediation in accordance with the then-current Construction Industry Mediation Procedures of the American Arbitration Association ("AAA"). If mediation is unsuccessful, such claim or other dispute shall be subject to arbitration in accordance with the AAA's then-current Construction Industry Arbitration Rules. Any demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. CLIENT agrees to the inclusion in such arbitration (whether by initial filing, by joinder or by consolidation) of any other parties and of any other claims arising out of or relating to the Project or to the transaction or occurrence giving rise to the claim or other dispute between CLIENT and CONSULTANT.

21. Independent Contractor: In carrying out its obligations, CONSULTANT shall always be acting as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and

CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

22. Hazardous Substances: CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project site or the person in charge of the Project site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the Project site that may present a potential danger to the public, health, safety or environment except where required of CONSULTANT by applicable law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site. Except to the extent that CONSULTANT has negligently caused such pollution or contamination, CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of services under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination if the fault (as defined in N.C.G.S. 22B-1(f)(7)) of CLIENT or its derivative parties (as defined in N.C.G.S. 22B-1(f)(3)) is a proximate cause of such claim or liability.

23. Choice of Law: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

24. Construction Services: If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the applicable plans, specifications, and standards for the Project, and shall not give rise to a claim against CONSULTANT for contractor's failure to perform in accordance with the applicable plans, specifications or standards.

25. Field Representative: If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees, or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26. Submittals: CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques, or procedures of construction, including but not limited to, safety requirements.



WithersRavenel
Our People. Your Success.

EXHIBIT II

2025 Fee & Expense Schedule

Description	Rate	Description	Rate	Description	Rate
Engineering, Landscape Architecture & Planning		Funding & Asset Management		Environmental	
Construction Project Professional	\$ 160	GIS Senior Specialist	\$ 180	Environmental Technician I	\$ 90
Construction Manager I	\$ 165	GIS Specialist	\$ 160	Environmental Technician II	\$ 105
Construction Manager II	\$ 180	GIS Technician	\$ 105	Environmental Technician III	\$ 110
Senior Construction Manager	\$ 205	GIS Analyst I	\$ 130	Environmental Senior Technician	\$ 125
CAD Technician I	\$ 110	GIS Analyst II	\$ 145	Environmental Project Geologist I	\$ 160
CAD Technician II	\$ 125	GIS Project Manager	\$ 180	Environmental Project Geologist II	\$ 175
Senior CAD Technician	\$ 150	F&AM Assistant Project Manager	\$ 175	Environmental Project Geologist III	\$ 200
Designer I	\$ 140	Intern I	\$ 70	Environmental Senior Project Geologist	\$ 220
Designer II	\$ 160	Intern II	\$ 95	Environmental Assistant Project Manager	\$ 175
Senior Designer	\$ 180	F&AM Project Consultant I	\$ 130	Environmental Project Manager	\$ 200
Landscape Architect I	\$ 160	F&AM Project Consultant II	\$ 140	Environmental Senior Project Manager	\$ 220
Landscape Architect II	\$ 185	F&AM Project Consultant III	\$ 145	Environmental Director	\$ 250
Landscape Architect III	\$ 205	F&AM Project Consultant IV	\$ 150	Environmental Project Engineer I	\$ 160
Senior Landscape Architect	\$ 230	F&AM Senior Project Consultant I	\$ 160	Environmental Project Engineer II	\$ 175
Landscape Designer I	\$ 140	F&AM Senior Project Consultant II	\$ 165	Environmental Project Engineer III	\$ 200
Landscape Designer II	\$ 150	F&AM Project Manager	\$ 180	Environmental Senior Project Engineer	\$ 220
Landscape Designer III	\$ 155	F&AM Principal	\$ 280	Environmental Principal	\$ 280
Planning Technician	\$ 125	F&AM Director	\$ 250	Environmental Project Scientist I	\$ 160
Planner I	\$ 135	F&AM Staff Professional I	\$ 75	Environmental Project Scientist II	\$ 175
Planner II	\$ 155	F&AM Staff Professional II	\$ 125	Environmental Project Scientist III	\$ 200
Planner III	\$ 180	F&AM Staff Professional III	\$ 165	Environmental Senior Project Scientist	\$ 220
Senior Planner	\$ 190	F&AM Staff Professional IV	\$ 205	Environmental Scientist I	\$ 115
Project Engineer I	\$ 180	F&AM Senior Project Manager	\$ 230	Environmental Scientist II	\$ 140
Project Engineer II	\$ 190	F&AM Senior Technical Consultant	\$ 265	Environmental Scientist III	\$ 150
Project Engineer III	\$ 210	Geomatics		Environmental Geologist I	\$ 115
Senior Project Engineer	\$ 245	Geomatics CAD I	\$ 110	Environmental Geologist II	\$ 140
Assistant Project Manager	\$ 190	Geomatics CAD II	\$ 130	Environmental Geologist III	\$ 150
Project Manager I	\$ 210	Geomatics CAD III	\$ 145	Environmental Professional I	\$ 115
Senior Project Manager	\$ 230	GIS Survey Technician I	\$ 85	Environmental Professional II	\$ 140
Resident Project Representative I	\$ 110	GIS Survey Technician II	\$ 110	Environmental Professional III	\$ 150
Resident Project Representative II	\$ 130	GIS Survey Technician III	\$ 130	Environmental Senior Technical Consultant	\$ 245
Resident Project Representative III	\$ 145	GIS Survey Lead	\$ 145	Administrative	
Senior Resident Project Representative	\$ 155	Geomatics Project Manager I	\$ 180	Administrative Assistant	\$ 70
Staff Professional I	\$ 95	Geomatics Project Manager II	\$ 190	Administrative Assistant I	\$ 90
Staff Professional II	\$ 150	Geomatics Project Manager III	\$ 220	Administrative Assistant II	\$ 100
Staff Professional III	\$ 165	Geomatics Project Professional I	\$ 160	Administrative Assistant III	\$ 110
Senior Technical Consultant	\$ 270	Geomatics Project Professional II	\$ 185	Marketing Administration I	\$ 100
Client Experience Manager	\$ 245	Geomatics Principal	\$ 260	Marketing Administration II	\$ 130
Director	\$ 265	Geomatics Remote Sensing Crew I	\$ 230	Director of Marketing	\$ 160
Principal	\$ 280	Geomatics Remote Sensing Crew II	\$ 325	Office Administration	\$ 75
Zoning Specialist	\$ 360	Geomatics Survey Crew I	\$ 165	Office Administrator I	\$ 130
Project Coordinators		Geomatics Survey Crew II (2 Man)	\$ 195	Office Administrator II	\$ 135
Project Coordinator I	\$ 100	Geomatics Survey Crew III (3 Man)	\$ 245	Office Administrator III	\$ 140
Project Coordinator II	\$ 120	Geomatics Senior Manager	\$ 230	Expenses	
Project Coordinator III	\$ 130	Geomatics Survey Tech I	\$ 65	Bond Prints (Per Sheet)	\$ 1.75
Senior Project Coordinator	\$ 140	Geomatics Survey Tech II	\$ 100	Mylar Prints (Per Sheet)	\$ 11.00
Lead Project Coordinator	\$ 150	Geomatics Survey Tech III	\$ 130	Mileage	Per IRS
Other		Geomatics Survey Tech IV	\$ 140	Delivery - Project Specific (Distance & Priority)	
Implementation Consultant	\$ 160	Geomatics Sr. Technical Consultant	\$ 235	Subcontractor Fees (Markup)	
Senior Implementation Consultant	\$ 170	Geomatics SUE Crew 1	\$ 195	Expenses / Reprod. / Permits (Markup)	
		Geomatics SUE Crew 2	\$ 275		



COUNCIL ACTION ITEM

TO: Mayor and Town Council
FROM: Bob Pudney
DATE: March 11, 2025
SUBJECT: Contract for Engineering and Design Services

FOR THE PURPOSE OF:

Permission is requested to enter into a contract for Professional Engineering and Design services with West Consultants, PLLC for three (3) Utility Projects relating to Hurricane Helene damages. Sewer Main Improvements, Sewer Collection Repairs and repairs to the Pond Creek Wastewater Plant. The purpose of these projects is: 1. Improve a major portion of the sewer collection system tributary to the Pond Creek Wastewater Treatment Plant (WWTP), to reduce the frequency and volume of sanitary sewer overflows and excessive flow at the WWTP. 2. Restore the sewer collection system and the Pond Creek WWTP assets that were damaged by Hurricane Helene. The costs for the Helene-related damages are expected to be reimbursed by FEMA along with temporary funds provided by the NCDEQ. Costs for improvements unrelated to Hurricane Helene damages are expected to be reimbursed by a Clean Water State Revolving Fund (CWSRF) loan. West Consultants, PLLC was selected by the Town Council based upon a properly advertised Request for Qualifications.

SIGNATURES:

Town Manager

Town Clerk

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between the **Town of Beech Mountain** (Owner) and **West Consultants, PLLC** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, consists of three parts which are generally identified as the **2023 Sewer Main Improvements (CS370812-02)**, the **Hurricane Helene Sewer Collection Network Repairs (#804735 & #HEL-0002)**, and the **Hurricane Helene Pond Creek WWTP Repairs (#804089 & #HEL-0002)** (collectively, "the Project").

The purpose of the Owner's Project is to improve a major portion of its sewer collection system tributary to the Pond Creek wastewater treatment plant (WWTP), to reduce the frequency and volume of sanitary sewer overflows and excessive flow at the WWTP. Another purpose is to restore the sewer collection system and the Pond Creek Wastewater Treatment Plant (WWTP) assets that were damaged by Hurricane Helene. The restoration costs for the Helene-related damages are expected to be reimbursed by the Federal Emergency Management Agency (FEMA) under disaster relief DR-4827-NC (via the NC Department of Public Safety, Emergency Management – NCEM), along with temporary funds provided by the North Carolina Department of Environmental Quality, Division of Water Infrastructure (NCDEQ-DWI). Costs for improvements unrelated to Hurricane Helene damages are expected to be reimbursed by a Clean Water State Revolving Fund (CWSRF) loan from NCDEQ-DWI (Project #CS370812-02).

The Project area includes parts of the following roads: Upper Grouse Ridge Road, Lower Grouse Ridge Road, Charter Hills Road, Tiger Lilly Lane, Locust Ridge Road, Honeysuckle Lane, Pond Creek Lane, and Dogwood Lane. It also includes sewers adjacent to West Fork Pond Creek, East Fork Pond Creek, and Grassy Gap Creek, and includes a few other segments where the Owner has observed system failures. Proposed construction work will involve repair, rehabilitation, and/or replacement as needed to restore original system function and reliability. Where feasible, restoration will bring the failing assets into compliance with existing standards (rules and codes). In some cases, the Owner and FEMA may agree that Mitigation of assets will be warranted, i.e., damaged assets, and upstream assets that directly affect the reliability of the damaged assets, will be replaced with more resilient assets. Potential Mitigation work is not included in the scope of work described below.

The Project scope of work will consist of:

A. 2023 Sewer Main Improvements (CS370812-02):

1. Assessment Phase. The following investigations to determine asset conditions, from which rehabilitation and repair recommendations can be made:
 - locate and raise approximately 40 buried manhole frames, to provide access for inspections
 - smoke test inspections of approximately 12,620 linear feet (LF) of collection pipes
 - review record photographs of the interior of approximately 400 manholes that have been buried
 - manhole inspections - outfall and follow ups (up to 150 manholes)
 - 8" pipe closed-circuit television (CCTV) inspections and cleaning (approximately 23,100 LF)
 - 12" pipe CCTV inspections and cleaning (approximately 3,800 LF)
2. Construction Phase. Implementation of rehabilitation and repair recommendations as determined from the assessment phase:

- rehabilitation of an estimated 6,000 LF of 8" and 800 LF of 12" gravity sewer pipe using cured-in-place-pipe (CIPP)
- replacement of an estimated 1,000 LF of 8" and 12" gravity pipe
- approximately 50 gravity sewer pipe spot repairs
- approximately 60 tap replacements
- rehabilitation or repair of approximately 150 manholes
- approximately 40 smoke defect repairs, e.g. exposed 4" service line or broken cleanout

B. Hurricane Helene Sewer Collection Network Repairs (#804735 & #HEL-0002):

1. Assessment Phase. The following investigations to determine asset conditions, from which rehabilitation and repair recommendations can be made, where the initial assessments immediately after the disaster could not be completed:
 - 8" and 12" CCTV assessments (approximately 2,000 LF)
 - Manhole and ground surface assessments (approximately 12,000 LF)
2. Construction Phase. Implementation of rehabilitation and repair recommendations as determined from the assessment phase (excludes potential Mitigation replacements not yet determined):
 - Replace Existing Gravity Sewer (3,986 LF)
 - Replace 8" Aerial (108 LF)
 - Replace Manhole (3)
 - 50' Spot Repairs (3)
 - 10' Spot Repairs (1)
 - 5' Spot Repairs (1)
 - 4" Service Line Repair (6)
 - Soil Restoration due to flooding and erosion (13,179 LF)

C. Hurricane Helene Pond Creek WWTP Repairs (#804089 & #HEL-0002):

- Replace double culverts where Locust Ridge Road crosses Pond Creek
- Replace power meter box
- Replace eroded ground/soil within the WWTP site, remove debris, grade smooth, and reconstruct drainage swales (approximately 400 LF)
- Excavate loose material and fill with flowable concrete where soil eroded under the sludge building door
- Repair flooded aeration blower if feasible; replace if not
- Aeration Basins: drain, remove debris, repair damaged pipe and/or diffusers
- Replace damaged/missing panels, trim, and gutter on UV Disinfection Building
- Replace damaged sections of chain link fence

Engineer's services under this Agreement (Services) are generally identified as the following tasks that will be provided as needed for each of the three parts of the Project (Design of Mitigation improvements, as defined by FEMA, is not included in Engineer's Services; such services, if requested by Owner, will need to be provided by others or added by amendment to this Agreement):

Land Surveying Phase:

1. Make engineering field surveys as necessary to provide final design, computations, and construction drawings. This includes locating existing and planned utilities in the project area that

are apparent (deed and title research is not included).

2. Verify any existing public rights-of-way or easements in the project area and prepare the necessary plats for securing any additional easements, if needed.

Design Phase:

1. Provide preliminary engineering, including but not limited to, meetings with Owner and other organizations to further determine the goals, requirements, and constraints of the Project. Preliminary engineering will include coordination of geotechnical investigations by others, if any. Engineer will not provide geotechnical engineering services such as soil borings, soil evaluations, and foundation recommendations. However, Engineer will coordinate with any geotechnical engineering company that Owner may engage on the Project, such as the drafting of Project specifications based on recommendations by the geotechnical engineering firm.
2. Prepare final design drawings, specifications, Engineer's quantity and cost estimate, and construction drawings in accordance with applicable regulations.
3. Coordinate and secure all necessary written approvals or permits from all affected local, State and Federal agencies and all affected utility companies that are apparent (deed and title research is not included). The expected State agencies include NCDEQ Division of Water Resources for sewer system permitting; NCDEQ Division of Energy, Mineral, and Land Resources for erosion control permitting; and NCDOT Division of Highways for right-of-way encroachment approval. Any stream disturbance related to this Project is assumed to be limited to the footprint of the existing assets and therefore it is assumed that no individual Clean Water Act 401/404 permitting will be required. Nationwide Permits #58 (Utility) and #3 (Maintenance) are assumed to apply to the Project. Engineer will communicate with the US Army Corps of Engineers (USCOE) and NCDEQ regarding the temporary impacts to streams. If required, Engineer will prepare a Preconstruction Notification (PCN) for Owner to submit to USACE and NCDEQ. However, professional services associated with the PCN that may be required, including without limitation Endangered Species Act consultation and evaluation, are excluded from Engineer's Services. Such services, if required, will need to be provided by others or added by amendment to this Agreement.
4. Meet with Owner to discuss any needed changes.
5. Prepare bidding documents in coordination with Owner's purchasing department and policies. Prepare the bidding documents in accordance with the local, State, and Federal requirements including conformance with the Federal Uniform Guidance (reference 2 CFR Part 200). The documents will include relevant provisions such as requirements for sealed bids, open competition, public advertising, fixed pricing, and bonds.

Bidding Phase:

1. Coordinate with Owner representatives and participate in pre-bid meeting.
2. Act for and on behalf of the Owner in advertising for bids in the local media, in communicating with bidders during the bidding interval and bid openings, in analyzing and comparing bids with the bidding documents and Engineer's estimates, and in recommending the successful bidder or the rejection of all bids. (Advertising fees charged by media outlets shall be paid by Owner).

Construction Phase:

1. Conduct a preconstruction conference.
2. Review shop drawings and material submittals.
3. Review all applications for payment submitted by Contractor and recommend to Owner appropriate payment amount based on observation of the Work.

4. Attend periodic status meetings with Owner to report progress and discuss any issues.
5. Periodically visit the Project site during the construction phase and prepare observation reports of such visits.
6. Review requests for change orders and prepare and issue any change orders upon approval of Owner.
7. Conduct final inspection with Owner and Contractor.
8. If observations are that all materials provided and workmanship performed by Contractor is in apparent accordance with the Contract Documents, provide engineering certification to the NCDEQ Division of Water Resources.
9. Prepare Record ("as-built") Drawings, based on data or drawings maintained by Contractor.

Construction Observation:

1. Engineer shall employ a qualified, competent construction observer on the project site during the construction phase of the project implementation. The observation duties shall include, but not be limited to, the following:
 - a. Prepare observation reports containing all pertinent data as the Owner may require.
 - b. Verify to the Owner that all materials provided, and workmanship performed is in apparent accordance with the Contract Documents.
 - c. Advise the Owner as to anything that happens outside of the normal construction procedures.

In addition to the general tasks listed above, which are applicable to all three parts of the Project, Engineer's Services will also include the following tasks that are only applicable to certain parts of the Project, as noted:

2023 Sewer Main Improvements (CS370812-02):

1. An engineering report (ER), as required by the NCDEQ Division of Water Infrastructure for its funded projects, will be provided.
2. Smoke Testing: Where manholes are accessible, smoke testing will be performed to identify sources of inflow, such as direct or indirect storm drain connections and leaks through pipes where the ground is shallow enough to allow smoke to emerge. Engineer will complete approximately 12,620 linear feet of smoke test inspections of the gravity sewers. During smoke testing, observations will be made and recorded for any smoke that emerges from the ground, storm drain systems, roof guttering systems, or any abnormal location. Photographs will be made of such smoke occurrences. GPS coordinates of defects will also be provided and will be shown on Project report maps.
3. Review of Historical Manhole Inspection Photographs (approximately 400 manholes): As part of the 2001 Hobbs, Upchurch, & Associates study, photographs of the manholes in the Pond Creek WWTP sewershed were taken, but that study's report did not assign condition ratings to each manhole. Engineer will review certain historical photographs of manholes in the Pond Creek WWTP sewershed and will use that information to assign a condition rating to those manholes. Only manholes not otherwise investigated, under the Manhole Inspections task described below, will be reviewed and assessed in this manner.

4. Manhole Inspections: Inspect up to 150 manholes for any apparent defects such as loose or missing mortar, missing frame to riser seal, active leaks, dislocated frame, damaged frame or cover, damaged or missing bench, corrosion, roots, and general susceptibility to inflow due to location. Take photographs of inside and outside of each manhole. Any buried manholes will be made accessible by Owner or Owner's contractor(s). Engineer will not provide excavation services.
5. Review Camera-Inspection Recordings: Select up to 27,000 linear feet of gravity lines for cleaning and closed-circuit television (CCTV) inspections (by others). Act for and on behalf of the Owner to procure pricing and coordinate with CCTV contractor to complete work. Review CCTV video recordings and note significant defects. A tabulation of all observations will be made such that a condition rating may be assigned to each pipe segment that was camera-inspected.
6. Owner's personnel shall assist Engineer with tasks such as providing traffic control when inspecting manholes in busy streets, printing and distributing door hangers or fliers ahead of smoke testing and helping to find hidden manholes. Owner will also keep easements clear enough for Engineer to access manholes by vehicle without having to remove vegetation. It is acknowledged that some easements may not be cleared in this manner, due to steep terrain or interfering structures.
7. Project Funding Administration:
 - a. Prepare documents and correspond with funding agency representatives as may be required by funding agreements (excluding legal or accountancy services).
 - b. Complete and submit periodic reimbursement forms.

Hurricane Helene Sewer Collection Network Repairs (#804735 & #HEL-0002):

1. Assessment Phase. The following investigations to determine asset conditions, from which rehabilitation and repair recommendations can be made, where the initial assessments immediately after the disaster could not be completed:
 - a. Outfall Inspections: Inspect manholes and ground surfaces along gravity sewers adjacent to streams where the disaster caused erosion (approximately 12,000 LF). Inspect manholes for any apparent defects such as loose or missing mortar, missing frame to riser seal, active leaks, dislocated frame, damaged frame or cover, damaged or missing bench. Take photographs of inside and outside of each manhole. Any buried manholes will be made accessible by Owner or Owner's contractor(s). Engineer will not provide excavation services. Inspect ground over and immediately adjacent to gravity sewers and note any apparent loss of soil that needs to be replaced for proper cover over sewer mains and/or to provide access for maintenance.
 - b. Review Camera-Inspection Recordings: Select approximately 2,000 linear feet of gravity lines for cleaning and closed-circuit television (CCTV) inspections (by others). Act for and on behalf of the Owner to procure pricing and coordinate with CCTV contractor to complete work. Review CCTV video recordings and note any damages apparently caused by the disaster. A tabulation of all observations will be made.

Hurricane Helene Pond Creek WWTP Repairs (#804089 & #HEL-0002):

1. Hydrologic and hydraulics (H&H) analysis to determine the proper size of the replacement culverts where Locust Ridge Road crosses Pond Creek, if Owner elects to increase the size of the original culverts that were damaged. If the results of the analysis are that a proper replacement would be to use much larger culverts, or headwalls, or a bridge, or some other substantial improvement above what existed prior to the disaster, then the additional engineering needed to design such improvements will be provided, if authorized by Owner, as Additional Services.

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services in a reasonable period of time, and as required to be in compliance with funding agency schedules.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

- B. **Payment:** As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. **Failure to Pay:** If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. **Reimbursable Expenses:** Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 1.10.
- E. **Basis of Payment—Lump Sum and Hourly Rates Plus Reimbursable Expenses**
1. **Planning, Surveying, Design, and Administration:**
For all Services except for Construction Observation, Owner shall pay Engineer as follows:
 - a. A Lump Sum amount of \$273,000.00, for the **2023 Sewer Main Improvements (CS370812-02)** part of the Project, divided into phases as follows:

Engineering Report	\$10,000.00
Land Surveying	\$25,000.00
Smoke Testing	\$22,000.00
Review of Historical Manhole Inspection Photographs	\$12,000.00
Manhole Inspections	\$24,000.00
Coordinate & Review Video Inspections	\$30,000.00
Engineering Design	\$90,000.00
Bidding Process	\$5,000.00
Construction Administration	\$35,000.00
Loan Administration	\$20,000.00
 - b. A Lump Sum amount of \$318,000.00, for the **Hurricane Helene Sewer Collection Network Repairs (#804735 & #HEL-0002)** part of the Project, divided into phases as follows:

Outfall Inspections	\$30,000
Review Camera-Inspection Recordings	\$4,000
Land Surveying	\$40,000
Engineering Design	\$166,000
Bidding Process	\$8,000
Construction Administration	\$70,000

- c. A Lump Sum amount of \$65,000.00, for the **Hurricane Helene Pond Creek WWTP Repairs (#804089 & #HEL-0002)** part of the Project, divided into phases as follows:

Land Surveying	\$5,000
Engineering Design (excludes bridge or larger culvert design)	\$24,000
Hydrologic and hydraulics (H&H) analysis to determine the proper size of the replacement culverts where Locust Ridge Road crosses Pond Creek, if requested by Owner	\$25,000
Bidding Process	\$3,000
Construction Administration	\$8,000

- d. In addition to the Lump Sum amounts, reimbursement of the following expenses:
None.
- e. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2. Construction Observation (Hourly):

For Construction Observation Services only, for each part of the Project, Owner shall pay Engineer as follows:

- a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.
- b. Engineer's Standard Hourly Rates are attached as Appendix 1.
- c. The total compensation for Construction Observation Services and reimbursement of expenses, for each part of the Project, is estimated to be
 - 1) **2023 Sewer Main Improvements (CS370812-02): \$40,000**
 - 2) **Hurricane Helene Sewer Collection Network Repairs (#804735 & #HEL-0002): \$60,000**
 - 3) **Hurricane Helene Pond Creek WWTP Repairs (#804089 & #HEL-0002): \$8,000**

- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. ~~Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.~~
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state in which the Project is located.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice

with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

- 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

This Agreement's Effective Date is _____.

Owner:

Town of Beech Mountain

(name of organization)

By:

(authorized individual's signature)

Date:

(date signed)

Name: Robert Pudney

(typed or printed)

Title: Town Manager

(typed or printed)

By:

(authorized individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Address for giving notices:

Town of Beech Mountain

403 Beech Mountain Parkway

Beech Mountain, NC 28604

Designated Representative:

Name: Robert Pudney

(typed or printed)

Title: Town Manager

(typed or printed)

Address:

Town of Beech Mountain

403 Beech Mountain Parkway

Beech Mountain, NC 28604

Phone: (828) 387-4236

Email: rpudney@townofbeechmountain.com

Engineer:

West Consultants, PLLC

(name of organization)

By:

(authorized individual's signature)

Date:

(date signed)

Name: Benjamin B. Thomas

(typed or printed)

Title: Principal

(typed or printed)

Address for giving notices:

405 S. Sterling Street

Morganton, NC 28655

Designated Representative:

Name: Benjamin B. Thomas, PE

(typed or printed)

Title: Principal

(typed or printed)

Address:

405 S. Sterling Street

Morganton, NC 28655

Phone: (828) 522-4728

Email: bthomas@west-consultants.com

With Copy to:

Stacy C. Eggers, IV, Attorney for the Town of Beech Mountain

Eggers, Eggers, Eggers, & Eggers, PLLC

PO Box 248

Boone, NC 28607

Telephone: (828) 264-3601

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated _____.

ENGINEER'S STANDARD HOURLY RATES

A. Standard Hourly Rates:

- Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
- The Standard Hourly Rates apply only as specified in Paragraph 4.01 and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

Billing Class	Billing Rate
Professional Engineer	\$140.00
Professional Engineer Construction Inspector	\$115.00
Staff Engineer	\$105.00
Survey Coordinator	\$120.00
Survey: 1-Man Fieldcrew	\$80.00
Survey: 2-Man Fieldcrew	\$130.00
Survey: 3-Man Fieldcrew	\$180.00
Survey Technician	\$65.00
Construction Administrator	\$90.00
Construction Observer	\$65.00
CAD Technician/Drafter	\$60.00
Engineer Technician	\$75.00
Clerical	\$50.00

C. Reimbursable Expenses:

- Mileage – per current IRS allowable limits
- Reproduction costs, postage, overnight lodging, meals, and other incidental expenses shall be a direct invoice charge per receipts (no mark-up).



RESOLUTION

TO: Town Council
FROM: Preston Yates
DATE: March 11, 2025
SUBJECT: Resolution of Intent to Annex Town Property near Cherry Gap Rd (ANX 2025-1335)

FOR THE PURPOSE OF:

This resolution states the intent of the Town of Beech Mountain to annex into its corporate limits, certain town-owned property. Pursuant to § 160A-31(g), The governing board may initiate annexation of contiguous property owned by the municipality by adopting a resolution stating its intent to annex the property.

SIGNATURES:

Town Manager

Town Clerk



Resolution

Town of Beech Mountain
North Carolina

Date: 3/11/2025

TOWN OF BEECH MOUNTAIN

Resolution No. 2025-02

A RESOLUTION STATING THE INTENT OF THE TOWN OF BEECH MOUNTAIN, NORTH CAROLINA TO ANNEX CERTAIN REAL PROPERTY OWNED BY THE TOWN OF BEECH MOUNTAIN, WHICH IS CONTIGUOUS TO THE EXISTING MUNICIPAL BOUNDARIES AND FIXING A DATE OF PUBLIC HEARING TO BE HELD TUESDAY, APRIL 8, 2025, ON THE QUESTION OF ANNEXATION, PURSUANT TO § 160A-31 FOR A TOWN-OWNED PROPERTY LOCATED NEAR CHERRY GAP ROAD IN WATAUGA COUNTY

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

WHEREAS, N.C. General Statutes § 160A-31 authorizes a municipality to annex by ordinance property owned by the municipality; and

WHEREAS, the Town of Beech Mountain owns certain real property located near Cherry Gap Road in Watauga County, said property being further described herein; and

WHEREAS, it is the intent of the Town Council, pursuant to N.C. General Statutes § 160A-31(g), to annex the property described in Section II, which is owned by the Town of Beech Mountain.

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

SECTION I. A public hearing on the question of annexation of the area described herein shall be held at the Town Hall Council Chambers located at 403 Beech Mountain Pkwy, Beech Mountain, NC 28604, at 4:00 PM on Tuesday, April 8, 2025.

SECTION II. The property proposed for annexation identified in title as a Town-Owned property located near Cherry Gap Road is herewith depicted on

the attached map labeled "Exhibit A" and the property is hereby further defined by the following description:

BEING all of Tract Nos. 132 and 133 of the property of RIL, INC., as the same is shown on a map thereof prepared by Michael M. Lacey, NCRLS, and recorded in Plat Book 9 at Page 11 in the office of the Register of Deeds of Watauga County, NC.

SECTION III. Notice of the public hearing shall be published in *The Avery Journal Times* and the *Watauga Democrat*, newspapers having general circulation in the Town of Beech Mountain, at least ten days prior to the date of the public hearing, in accordance with N.C. General Statutes § 160A-31 *et seq.*

READ, CONSIDERED, PASSED, AND APPROVED at a regular meeting of the Town Council for the Town of Beech Mountain, North Carolina, at which a quorum was present and which was held on the _____ day of _____, 2025.

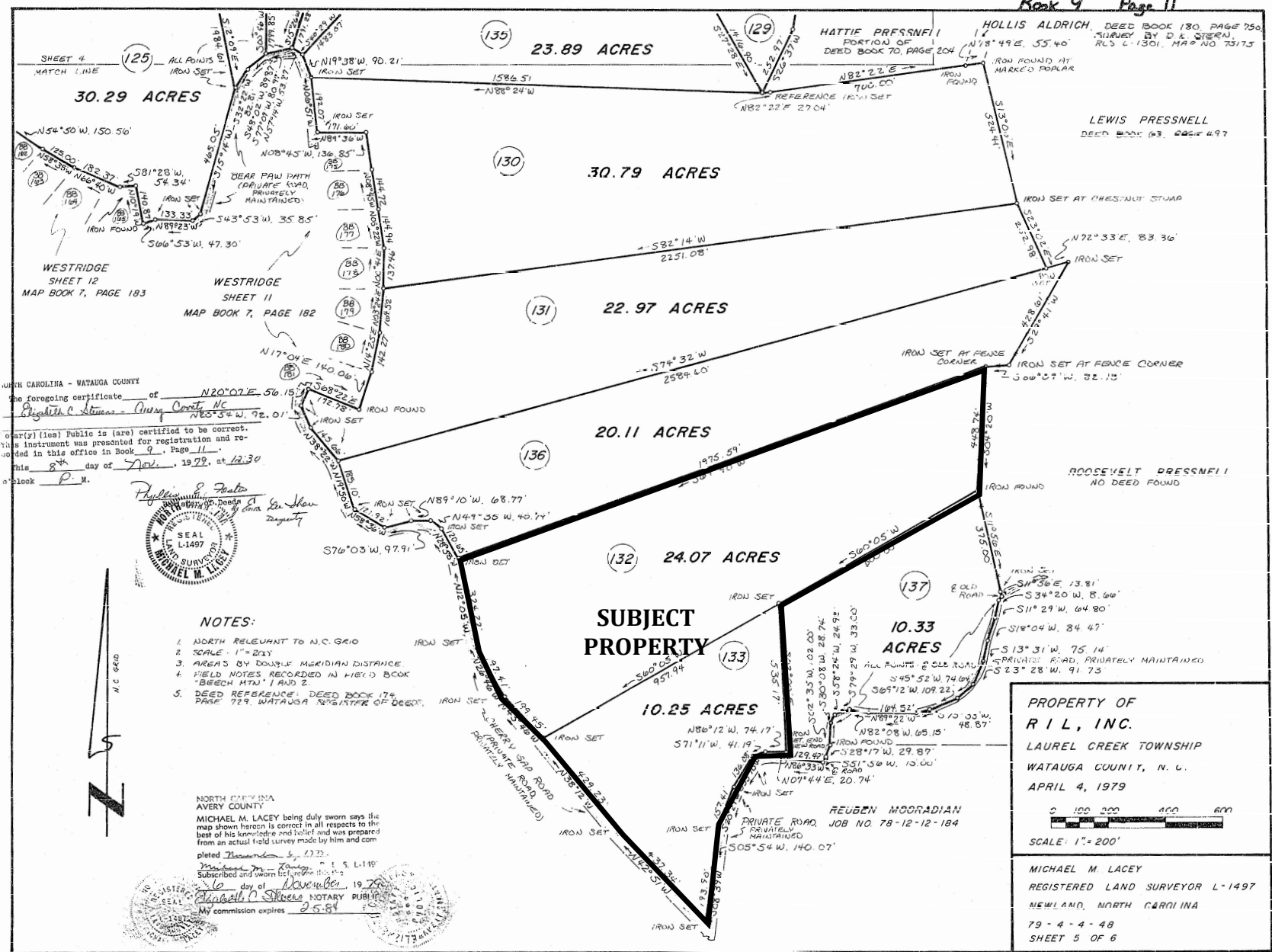
ADOPTED this the _____ day of _____, 2025.

Weidner Abernethy, Mayor

ATTEST:

_____(SEAL)
Emily Haynes, Town Clerk

EXHIBIT A





TO: Beech Mountain Town Council
FROM: Steve Smith
DATE: March 11, 2025
SUBJECT: Capital Budget Ordinance #2025-01

FOR THE PURPOSE OF:

Capital Budget Ordinance #2025-01 is created for the purposes of tracking revenue and expenditures of NCDEQ Project #Hel-0002 and compliance with NCDEQ Bridge Loan Acceptance. Total funds available to the Capital Project \$3,200,000.

ATTACHED FOR YOUR CONSIDERATION:

Capital Budget Ordinance #2025-01

STAFF RECOMMENDATION:

Approve

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

**CAPITAL BUDGET ORDINANCE # 2025-01
TOWN OF BEECH MOUNTAIN**

**A CAPITAL BUDGET ORDINANCE OF THE TOWN COUNCIL OF THE
TOWN OF BEECH MOUNTAIN, NORTH CAROLINA**

**2024 Tropical Storm Helene Mitigation and Reconstruction
Capital Project Budget Ordinance
Project # Hel-0002**

BE IT ORDAINED by the Town Council of the Town of Beech Mountain, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1. The project authorized is the mitigation and reconstruction of the Town of Beech Mountain's water and wastewater infrastructure damaged during Tropical Storm Helene.

Section 2. The officers of the Town are hereby directed to proceed with the capital project within the terms of the loan and grant documents and the budget contained herein.

Section 3. The following amounts are appropriated for the project:

Surveying & Engineering Design	\$320,000
Construction Administration/Observation	96,000
Construction	2,688,000
Contingency	64,000
Legal, Permits, & Advertising Fees	32,000

Total	\$3,200,000
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Section 4. The following revenues are anticipated to be available to complete this project:

NC Dept. of Environmental Quality Water Infrastructure Bridge Loan	\$3,000,000
NC Dept. of Environmental Quality Water Infrastructure Grant	200,000

Total	\$3,200,000
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Section 5. The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the financing agencies, the financing agreements, and state and federal regulations as applicable.

Section 6. Funds may be advanced from the Utility Fund for the purpose of making payments as due. Reimbursement requests should be made to the financing agency in an orderly and timely manner.

Section 7. The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and on the total revenues received or claimed.

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

Section 8. The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Council.

Section 9. Copies of this capital project ordinance shall be furnished to the Town Clerk, and to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this 11th day of March, 2025 at Beech Mountain, North Carolina.

Weidner Abernethy, Mayor

ATTEST:

Emily Haynes, Town Clerk

(Seal)



COUNCIL ACTION ITEM

TO: Town Council
FROM: Preston Yates
DATE: March 11, 2025
Call for a Public Hearing on a Proposed Commercial Rezoning (REZ
SUBJECT: 2025-1329)

FOR THE PURPOSE OF:

To call for a public hearing to gather public input on a proposed rezoning of vacant land located adjacent to and north of the Town of Beech Mountain Public Works facility, northwest of Pinnacle Inn, and east of Beech Mountain Parkway.

STAFF RECOMMENDATION:

Staff recommends that Town Council call for a public hearing to gather public input for Tuesday, April 8, 2025, at 4:00 PM.

SIGNATURES:

Town Manager

Town Clerk

Town of Beech Mountain

Planning Staff Report



REZ 2025-1329 WCE COMMERCIAL REZONING REQUEST			
Project Number:	REZ 2025-1329	Report Date:	February 18, 2025
Meeting Date(s):	Planning Board:	February 25, 2025	
	Call for Public Hearing:	March 11, 2025 (tentative)	
	Council Public Hearing:	April 8, 2025 (tentative)	
Prepared By:	Preston Yates, Director of Planning & Inspections		
Applicant(s):	Walter C Elder & Mary M Burnette (Property Owner's)		
Applicant's Request:	The applicant is requesting to rezone approximately 7.58 acres of undeveloped land from Town of Beech Mountain CS-2 Commercial Services (1.06 acres) and R-3A High-Density Multi-Family Residential (6.52 acres) to Town of Beech Mountain CS-1 Commercial Services		
PROPERTY INFORMATION			
Property Address:	Unaddressed vacant land located east of Beech Mountain Parkway and north of Bark Park Way		
Parcel ID #:	1950-00-20-6285 & 1859-06-29-8401	County:	Avery
City:	Beech Mountain	State, Zip	NC, 28604
Current Zoning:	CS-2 Commercial Services & R-3A High-Density Multi-Family Residential		
Proposed Zoning:	CS-1 Commercial Services		
Overlay(s):	Pond Creek WS-II & Pond Creek WS-III		
Acreage:	±7.58 Acres	Condition:	Undeveloped Acreage
CURRENT (CS-2 & R-3A)		PROPOSED (CS-1)	
Current Use:	Vacant Commercial & Vacant High-Density Residential	Proposed Use:	Commercial
Current Density CS-2:	N/A	Proposed Density:	N/A
Current Density R-3A:	8 SFR Cluster; 8 SFR PUD; or 16 bedrooms/acre		
Current Minimum Lot Size CS-2:	10,980 Sq Ft	Proposed Minimum Lot Size:	21,780 Sq Ft
Current Minimum Lot Size R-3A:	15,000 for SFR except in Cluster or PUD		
Current Minimum Lot Width CS-2:	No Minimum	Proposed Minimum Lot Width:	No Minimum

Current Minimum Lot Width R-3A:	100 feet		
OWNER INFORMATION			
Owner:	ELDER, WALTER C-TRUSTEE 50% & BURNETTE, MARY MARGARET 50%		
Authorized Agent:	N/A		
Address:	WCE: 897 Dobbins Road & MMB: 2011 Front Street		
City:	Banner Elk & Durham	State, Zip:	NC, 28604 & 27705
SURROUNDING PROPERTY INFORMATION			
DIRECTION	EXISTING USE	LAND USE	ZONING
North/Northeast	Vacant Unincorporated Acreage	Unincorporated Avery County	NONE
East/Southeast	Existing Multi-Family Residential Condominiums (Pinnacle Inn)	High-Density Multi-Family Residential	R-3A
South/Southwest	Existing Town of Beech Mountain Public Works Facility	Public/Private Service	PS
West	Existing Single-Family Residential	Commercial Service	CS-1
Northwest	Existing Commercial Hotel/Motel (Top of the Beech Inn)	Commercial Service	CS-1
NOTE: See Figure 1 Zoning and Land Use Map and Figure 2 Aerial Map on next page			
PROPERTY LOCATION MAP			
The subject property is located east of Beech Mountain Parkway and north of the Town of Beech Mountain Public Works facility and Recycling Center. The northern property line is coincident with the Town of Beech Mountain corporate limits. The southeasterly property line abuts Pinnacle Inn Condominiums property, and the westerly line abuts two existing single-family residential uses that are along Beech Mountain Parkway.			



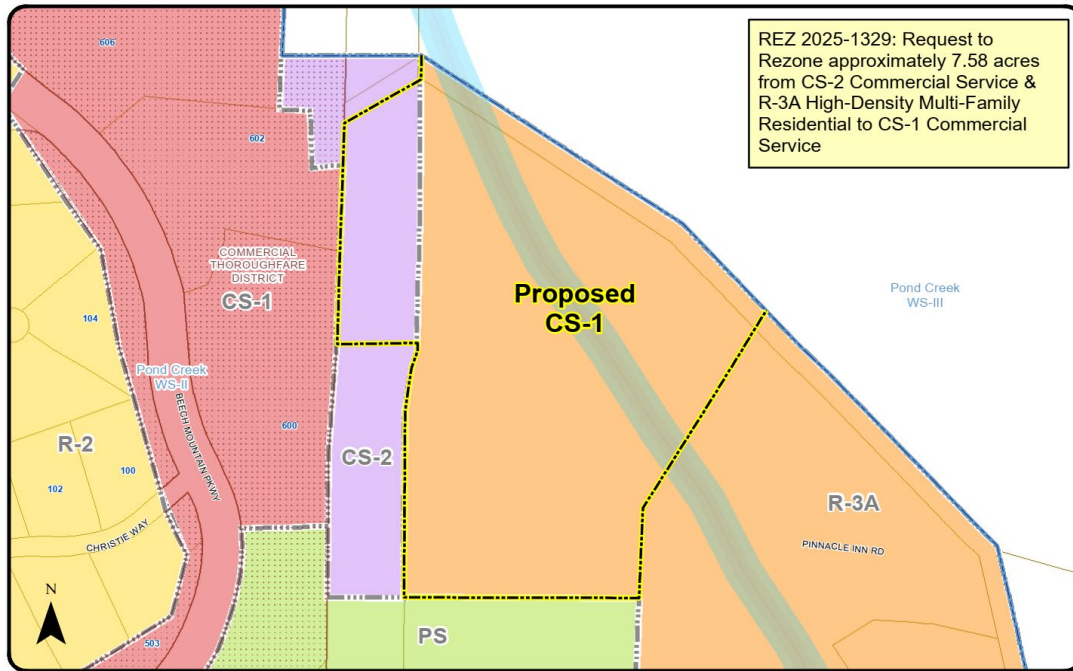


Figure 1: Zoning and Land Use Map showing the proposed rezoning and adjacent properties



Figure 2: Aerial Map showing the proposed rezoning and adjacent properties



BACKGROUND INFORMATION

The applicant is requesting to amend the Official Zoning Map of the Town of Beech Mountain, North Carolina to rezone approximately 7.58 acres of undeveloped property from CS-2 Commercial Service and R-3A High-Density Multi-Family Residential to CS-1 Commercial Service.

The properties are recorded in the Avery County Public Registry in Plat Book 20 at Page 111 platted on June 14, 1984, as *Division Survey for Resort Investment Corp. and The First National Bank of Chicago* (see Exhibit G: Recorded Plat Map). The subject property is composed of two parcels identified as W.T. Elder (Bk 48, Pg 98) and Walter C Elder 11.962 acres (Bk 68, Pg 128 & Bk 127, Pg 465) on the plat. The 11.962 acre property has been subsequently split with the southerly portion becoming the Town of Beech Mountain Public Works Facility and Recycling Center (Deed Bk 455 Pg 62).

The property owner submitted a duly completed Town of Beech Mountain Rezoning Application on Wednesday, February 12, 2025, by electronic mail, as directed by Town Staff.

SIZE, PHYSICAL CONDITIONS, & OTHER ATTRIBUTES

The westerly parcel (1950-00-20-6285) is an undeveloped and wooded tract of approximately 1.06 acres, zoned as CS-2 Commercial Service and completely within the Pond Creek WS-II Water Supply Watershed Overlay District. The easterly parcel (1859-06-29-8401) is an undeveloped and predominantly wooded lot of approximately 6.52 acres, zoned as R-3A High-Density Multi-Family Residential and split between the Pond Creek WS-II and Pond Creek WS-III Water Supply Watershed Overlay Districts (see Exhibit B: Existing Zoning & Land Use Map). Both properties abut a 30-foot Right of Way for Road and Utility Easement along the northerly property boundary (see Exhibit G: Recorded Plat Map).

The properties are moderately sloping and sit between elevations 5040 feet along the westerly most property boundary to approximately 5086 feet at the highest elevation in the easterly most (ENE) corner of the property (see Exhibit E: Terrain and Topo Map). There appears to be a natural drainage channel that flows from east to west across the southerly third of the property that continues across Beech Mountain Parkway, into "Snow Lake" and ultimately into Pond Creek/Lake Santis/Lake Coffey surface waters.

Soil Survey data obtained from the Natural Resources Conservation Service of the U.S. Department of Agriculture shows predominantly Burton-Wayah complex soils, windswept and stony with 8 to 30 percent slopes (see Exhibit F: NRCS Soils Survey Map). According to NRCS:

Burton Series soils consist of moderately deep, well drained soils on ridges and side slopes at high elevations in the Southern Blue Ridge mountains; Runoff class is medium on strongly sloping or moderately steep slopes, and high on steeper slopes and permeability is moderate. Typical vegetation in areas below about 5400 feet is northern red oak, chestnut oak, American beech, yellow birch, black cherry, sugar maple, eastern hemlock, and yellow buckeye are common trees. In many areas, the trees are stunted due to wind and ice damage and a "windswept" phase is recognized.

Wayah Series soils consist of very deep, well drained soils on ridges and side slopes at high elevations in the Southern Blue Ridge mountains; Well drained, moderate permeability in the subsoil and moderately rapid permeability in the underlying material. Runoff class is low on gentle slopes, medium on strongly sloping or moderately steep slopes, and high on steeper slopes. Typical vegetation in areas below about 5400 feet is northern red oak, chestnut oak, American beech, yellow birch, black cherry, sugar maple,



eastern hemlock, and yellow buckeye are common trees. In many areas, the trees are stunted due to wind and ice damage and a "windswept" phase is recognized.

The property has access from Bark Park Way below the Recycle Center, where a dirt road runs along the westerly property boundary and connects to the 30-foot right-of-way road and utility easement along the northerly and easterly property boundary. The 30-foot right-of-way continues along the easterly side of the property, then along the easterly side of Pinnacle Inn Condominiums property and connects to Pinnacle Inn Road/Elderberry Ridge Road southeast of the subject property.

ZONING AND LAND USE

EXISTING LAND USE AND ZONING

The subject properties are vacant, predominantly undisturbed, tracts of land that abut the commercial corridor of Beech Mountain Parkway. The larger tract (6.52 acres) has a few small clearings, and an access road has been cut through the property. The current zoning on the westerly property is CS-2 Commercial Service (see Exhibit C: Existing Zoning & Land Use Map) and was identified as "Inns" on the Beech Mountain Plan developed by Carolina Caribbean Corporation (CCC) and Willard C. Byrd & Associates (see Exhibit H: Beech Mountain Plan). The current zoning on the easterly property is R-3A High-Density Multi-Family Residential (see Exhibit C: Existing Zoning & Land Use Map) and was not identified on the CCC Beech Mountain Plan.

The westerly property abuts the Commercial Thoroughfare Overlay District along the property's westerly boundary and is completely within the Pond Creek WS-II Water Supply Watershed Protection Overlay District. The easterly property is split with approximately two-thirds of the site being within the Pond Creek WS-II overlay and about a third of the site being within the Pond Creek WS-III overlay (see Exhibit C: Existing Zoning & Land Use Map).

SURROUNDING LAND USE AND ZONING

The existing zoning to the west of the subject property is CS-1 Commercial Service and includes two single-family residential uses and a commercial hotel/motel use to the northwest of the property. To the south and southwest of the property, the commercial zoning along Beech Mountain Parkway is broken with PS Public/Private Service, which consists of the Town of Beech Mountain Public Works Facility and Recycle Center. To the east and southeast of the property, the zoning is R-3A High-Density Multi-Family Residential, which consists of the Pinnacle Inn Condominiums. North and northeast of the property is vacant undeveloped land, which is outside the Town's corporate limits in Avery County and is not within a zoning district.

WEST & NORTHWEST

Of the two commercially zoned single-family residential uses, the southerly parcel is listed as 2.19 acres and is within the Commercial Thoroughfare Overlay District and the Pond Creek WS-II Water Supply Watershed Protection Overlay District. The residential structure is listed in the tax records as wood-frame construction of approximately 3,846 square feet, originally constructed around 1969.

The northerly commercially zoned single-family residential use is listed as a 2.74 acres parcel and is also within the Commercial Thoroughfare Overlay District and the Pond Creek WS-II Water Supply Watershed Protection Overlay District. The residential structure on this property is listed as wood-frame construction of approximately 2,738 square feet, originally constructed around 1970.



To the northwest of the subject property is Top of the Beech Inn, which sits on an approximate 2.53 acre parcel of land and is within the CS-1 Commercial Service zoning district, the Commercial Thoroughfare Overlay District, and the Pond Creek WS-II Water Supply Watershed Protection Overlay District. Tax records indicate that the commercial structure is a wood-frame structure of approximately 17,839 square feet, originally constructed in 1971.

SOUTH & SOUTHWEST

To the south and southwest of the subject property, the commercial zoning along Beech Mountain Parkway is interrupted by a section of publicly owned land zoned as PS Public/Private Service. These properties consist of the recently constructed Town of Beech Mountain Public Works Facility and Recycle Center, the former Public Works Facility and Recycle Center, and a public parking lot. A commercially zoned (CS-2) private storage facility sits between the new Public Works Facility and the former Public Works Facility.

The recently constructed Public Works Facility is a metal structure with wood and stone finishes of approximately 12,871 square feet, constructed in 2021, and sits on approximately 6.16 acres. The former Public Works Facility, consisting of two metal structures of approximately 4,800 and 4,000 square feet, is listed as being constructed in 1980, and sits on approximately 1.55 acres of land.

EAST & SOUTHEAST

To the east and southeast of the subject property are the Pinnacle Inn Condominiums on an approximately 8.33 acre parcel of land. A search of public records indicates that the residential condominiums were constructed around 1983 of modular wood-frame and concrete construction. The condominiums are comprised of several three-story, multi-unit, structures, an office, and an all-season center with associated parking and other amenities.

NORTH & NORTHEAST

North and northeast of the subject property are vacant undeveloped tracts of land of approximately 36.36 acres in Avery County and 29.95 acres in Watauga County. This area is moderately sloping and predominantly undisturbed wooded land.

RECENT LAND USE, ZONING, & DEVELOPMENT

In addition to the Town of Beech Mountain Public Works Facility that was constructed in 2021, southwest of the subject property, a public parking lot facility was constructed in 2021, as well. In February of 2022, the Town of Beech Mountain Board of Adjustment granted a Special Use Permit (SUP 2021-0407) for Light Manufacturing and Processing to Good Racks, LLC, at 500 Beech Mountain Parkway, Unit 2B, which sits about 800 feet southwest of the subject property. In 2023, the property at 606 Beech Mountain Parkway (Top of the Beech), which sits about 250 feet northwest of the subject property, constructed a 3,584 square foot commercial addition and added additional parking.

STAFF ANALYSIS

OVERVIEW

The applicant has requested to amend the Town's Official Zoning Map to rezone approximately 7.58 acres of undeveloped predominantly wooded property from **CS-2 Commercial Service and R-3A High-Density Multi-Family Residential** to **CS-1 Commercial Service** (see Exhibit A for the full application). The Town's Zoning Ordinance (§ 154.070) defines **CS-2 and CS-1 Commercial Service** as:



The Commercial Service Districts (CS-1) (CS-2) are primarily intended to provide suitable locations for clustered commercial development, to encourage the concentration of commercial activity in those specified areas with access to major traffic arteries, and to discourage strip commercial development. These districts will usually be applied to existing commercial developments on sites within areas designated on the Land Use Plan as Commercial Service Centers. These districts may also be applied to suitable areas adjacent to existing commercial concentrations to allow for their expansion. CS-2 shall be contiguous to other commercial zones.

Additionally, the Zoning Ordinance defines **R-3A High-Density Multi-Family Residential** as:

These districts are intended for a variety of residential uses, including single-family houses, duplexes and multi-family buildings and developments, depending upon the availability of public water and sewer services. Some areas within these districts may not have adequate water and sewer services available for the higher densities and will thus be suitable for single-family residential units. Other areas within these districts will have adequate public water and sewer service available and will thus be suitable for higher density uses such as multi-family residential units and Planned Unit Developments. These districts also provide for various recreational and community service uses that will complement the residential development. These districts will be applied within those areas designated on the Land Use Plan as Multi-Family Residential, R-3A and R-3B.

The tables below, excerpted from § 154.105 of the zoning ordinance, summarize the Dimensional Requirements of the three zoning districts:

District	Min. Lot Area in Sq. Ft.	Density			
		Min. Land Area Per Dwelling Unit in Sq. Ft.	Max. No. Dwelling Units Per Acre		
CS-2 Commercial Service	10,980	N/A	N/A		
CS-1 Commercial Service	21,780	N/A	N/A		
R-3A Multi-Family High Density Residential	15,000 for SFR except when located in cluster or PUD	15,000 for SFR except when located in cluster or PUD	8 S-F cluster 8 S-F PUD or 16 bedrooms/acre		
District	Minimum Average Lot Width	Minimum Setback Requirements in Feet (Measured to wall of structure)			Maximum Height in Feet
		Front Yard from the Front Property Line Adjacent to Road	Side Yard	Rear Yard	
CS-2 Commercial Service	No Minimum	20 from the lot line or 32 feet from the center line of the road, whichever is greater	10	10	35 Feet; Refer to § 154.140
CS-1 Commercial Service	No Minimum	20 from the lot line or 32 feet from the center line of the road, whichever is greater	10	10	
R-3A Multi-Family High Density Residential	100 ft.	20 from the lot line or 32 feet from the center line of the road, whichever is greater	15	15	



CURRENT & PERMISSIBLE DEVELOPMENT

Below is an excerpt of the permitted use table from § 154.091 of the Town's Zoning Ordinance. The table below can be used to compare the various permitted and special uses for each of the three zoning districts involved. For each of the defined uses in the lefthand column, there is an associated column for each zoning district R-3A, CS-1, and CS-2. A "P" in the respective column represents a Permitted Use in that zoning district and "S" represents a Special Use in that zoning district, subject to specific conditions outlined in the Codes.

§ 154.091 PERMITTED USE TABLE	R-3A	CS-1	CS-2
Single-family residential	P	P	P
Multi-family residential R-3A	P		
Multi-family residential R-3B	P		
Planned Unit Developments	S		
Accessory buildings	P	P	P
Hotels and motels		S	
Type I group homes	P	P	P
Churches, public and private schools		P	P
Public or private non-profit recreational facilities (parks, playgrounds and the like)	P	P	P
Commercial outdoor amusement (miniature golf courses, par-3 golf courses, gem mining, batting cages, and the like)		S	
Commercial indoor amusement (arcades, billiard rooms, ax-throwing, bowling alleys, and the like)		P	
Commercial outdoor active recreation (golf courses, tennis courts, ropes courses, climbing walls, and the like)		P	
Commercial indoor active recreation (gymnasiums, skating rinks, swimming pools, fitness centers, and the like)		P	
Commercial large-scale entertainment (theaters, music venues, playhouses, arenas, and the like)		S	
Commercial outdoor entertainment (open-air theaters, music venues, amphitheaters, and the like)		S	
Commercial indoor entertainment (theaters, music venues, playhouses, and the like)		P	
Government protective services	P	P	P
Public utilities and pumping stations	P	P	P
Water and sewer plants; water storage tanks	S	S	S
Banks and other financial institutions		P	P
Restaurants		P	



§ 154.091 PERMITTED USE TABLE	R-3A	CS-1	CS-2
Hospitals, health clinics and doctors' offices		P	P
Fraternal clubs or lodges		P	P
Motor vehicle service stations		S	S
Self-service laundry and dry cleaning services		P	P
Libraries		P	P
Mechanical car washes		S	
Professional and business offices and services		P	P
Retail, commercial services, sales and rentals of goods		P	P
Noncommercial radio and television towers; satellite dishes	S	S	S
Mixed Use Residential/ Commercial		P	
Wind Energy System - Accessory		S	S
Manufacturing/Processing, Light		S	
Residential Vacation Rental	P	P	P
Sexually Oriented Businesses		S	

COMPREHENSIVE & OTHER PLANS

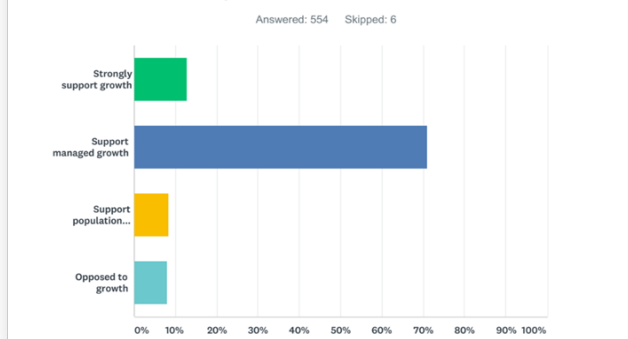
GOAL LU.G3: FOCUS DEVELOPMENT TOWARD EXISTING COMMERCIAL AND RESIDENTIAL AREAS

As Beech Mountain's population grows, it will become increasingly important to focus growth toward existing commercial and residential neighborhoods. By focusing development, the town can reduce the town's infrastructure and utility costs. A town center surrounded by dense residential neighborhoods can help to develop a stronger sense of community and support local business. Furthermore, focusing growth that occurs in central locations preserves the rural and untouched land on the fringes of Beech Mountain.

POLICY LU.G3.P1: REDEVELOPMENT AND INFILL DEVELOPMENT WILL OCCUR IN APPROPRIATE AREAS

Support increased density of land uses in appropriate neighborhoods and commercial areas. Prime redevelopment examples are vacant or dilapidated lots within existing neighborhoods and commercial areas, especially along Beech Mountain Parkway.

Q8 What is your overall perspective towards residential growth and development on Beech Mountain?



LIST OF EXHIBITS

- Exhibit A: Application Requesting Rezoning
- Exhibit B: Existing Zoning & Land Use Map
- Exhibit C: Aerial Map
- Exhibit D: Existing Utilities Map
- Exhibit E: Terrain and Topo Map
- Exhibit F: NRCS Soils Survey Map
- Exhibit G: Recorded Division Survey for Resort Investment Corp.
- Exhibit H: Carolina Caribbean Corporation Beech Mountain Plan



REZONING APPLICATION

Town of Beech Mountain



Property Information			
Property Address(es):	Pinnacle Inn Road & Pinnacle Inn Road		
Parcel ID #(s): PID:	195000206285 & 185906298401		
Owner Information			
Name of Owner(s):	ELDER, WALTER C-TRUSTEE 50% & BURNETTE, MARY MARGARET 50%		
Owner Address:	Cliff: 897 Dobbins Rd & Mary Margaret: 2011 Front Street		
Owner City/State/Zip	C: Banner Elk & MM: Durham	NC & NC	C: 28604 & MM: 27705
Owner Telephone:	C: (828) 260-0923 & MM: (828) 260-0080		
Owner Email:	C: cliffelder@gmail.com & MM: m2burn@gmail.com		
Applicant Information (if different from owner)			
Name of Applicant:			
Applicant Address:			
Applicant City/State/Zip			
Applicant Telephone:			
Applicant Email:			

According to North Carolina General Statutes §160A-384 and Town of Beech Mountain Code of Ordinances §154.180, an application for Rezoning shall be heard at a public meeting of the Planning Board, which will make a recommendation to the Town Council. The Town Council will hold a public hearing on the requested rezoning and will make a decision on the rezoning within 60 days of the conclusion of the public hearing. A complete application package must be received by the Zoning Administrator at least 10 days prior to a Planning Board meeting. Incomplete applications and those submitted after the deadline will be placed on the next available Planning Board meeting agenda.

Subject Property Information (use multiple lines as needed for multiple zonings):

	PID or Address	Property Use	Zoning
Existing	195000206285	Vacant	CS2
	185906298401	Vacant	R3A
Proposed	195000206285	Vacant	CS1
	185906298401	Vacant	CS1

Surrounding Property Information:

	PID or Address	Existing Use	Zoning
North	195000206682 & 195000304418	Vacant & Vacant	Outside of Town Limit
South	185905294829 & 185906298372	Single family resort & Other municipal	Commercial Services & Private Public Services
East	185906298401 & 185906391450	Vacant & Condominium	R3A & R3A
West	195000203276	Single Family Resort	Commercial Services

Applicant Narrative of requested rezoning (list any additional exhibits):

Additional narrative pages attached: ☐ YES ☒ NO

CERTIFICATION	
By submitting this application, I hereby certify that I am the owner and/or legal representative* of the owner of the property that is the subject of this application. I hereby certify that the information provided herein or attached hereto is true and correct, to the best of my knowledge.	
Print Name:	Cliff Elder
Signature:	<u>w.cliff Elder</u> w.cliff Elder (Feb 14, 2025 07:45 EST)
*NOTE: Legal Representative(s) must also complete and submit Owner's Authorization Form	

STATE OF NORTH CAROLINA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____.

Notary Public: _____

My commission expires: _____ (Official Seal)

OFFICIAL USE ONLY			
AFFIX LABEL		I hereby certify this application is complete and accepted.	
		_____ Staff Signature _____ Date	
Date Fee Paid:	Amount Paid: \$	Staff Initials:	Transaction Number:
Date Application Received:		Planning Board Meeting Date(s):	
		Council Call Public Hearing Date:	
		Council Public Hearing Date(s):	
Date Notices Mailed:	Date of Legal Ad:	Date Property Posted:	
Due:	Due:	Due:	

REZONING APPLICATION

Town of Beech Mountain



Property Information			
Property Address(es):	Pinnacle Inn Road & Pinnacle Inn Road		
Parcel ID #(s): PID:	195000206285 & 185906298401		
Owner Information			
Name of Owner(s):	ELDER, WALTER C-TRUSTEE 50% & BURNETTE, MARY MARGARET 50%		
Owner Address:	Cliff: 897 Dobbins Rd & Mary Margaret: 2011 Front Street		
Owner City/State/Zip	C: Banner Elk & MM: Durham	NC & NC	C: 28604 & MM: 27705
Owner Telephone:	C: (828) 260-0923 & MM: (828) 260-0080		
Owner Email:	C: cliffelder@gmail.com & MM: m2burn@gmail.com		
Applicant Information (if different from owner)			
Name of Applicant:			
Applicant Address:			
Applicant City/State/Zip			
Applicant Telephone:			
Applicant Email:			

According to North Carolina General Statutes §160A-384 and Town of Beech Mountain Code of Ordinances §154.180, an application for Rezoning shall be heard at a public meeting of the Planning Board, which will make a recommendation to the Town Council. The Town Council will hold a public hearing on the requested rezoning and will make a decision on the rezoning within 60 days of the conclusion of the public hearing. A complete application package must be received by the Zoning Administrator at least 10 days prior to a Planning Board meeting. Incomplete applications and those submitted after the deadline will be placed on the next available Planning Board meeting agenda.

Subject Property Information (use multiple lines as needed for multiple zonings):

	PID or Address	Property Use	Zoning
Existing	195000206285	Vacant	CS2
	185906298401	Vacant	R3A
Proposed	195000206285	Vacant	CS1
	185906298401	Vacant	CS1

Surrounding Property Information:

	PID or Address	Existing Use	Zoning
North	195000206682 & 195000304418	Vacant & Vacant	Outside of Town Limit
South	185905294829 & 185906298372	Single family resort & Other municipal	Commercial Services & Private Public Services
East	185906298401 & 185906391450	Vacant & Condominium	R3A & R3A
West	195000203276	Single Family Resort	Commercial Services

Applicant Narrative of requested rezoning (list any additional exhibits):

Additional narrative pages attached: ☐ YES ☒ NO

CERTIFICATION	
By submitting this application, I hereby certify that I am the owner and/or legal representative* of the owner of the property that is the subject of this application. I hereby certify that the information provided herein or attached hereto is true and correct, to the best of my knowledge.	
Print Name:	Mary Margaret Burnette
Signature:	<i>Mary Margaret Burnette</i>
*NOTE: Legal Representative(s) must also complete and submit Owner's Authorization Form	

STATE OF NORTH CAROLINA

COUNTY OF _____

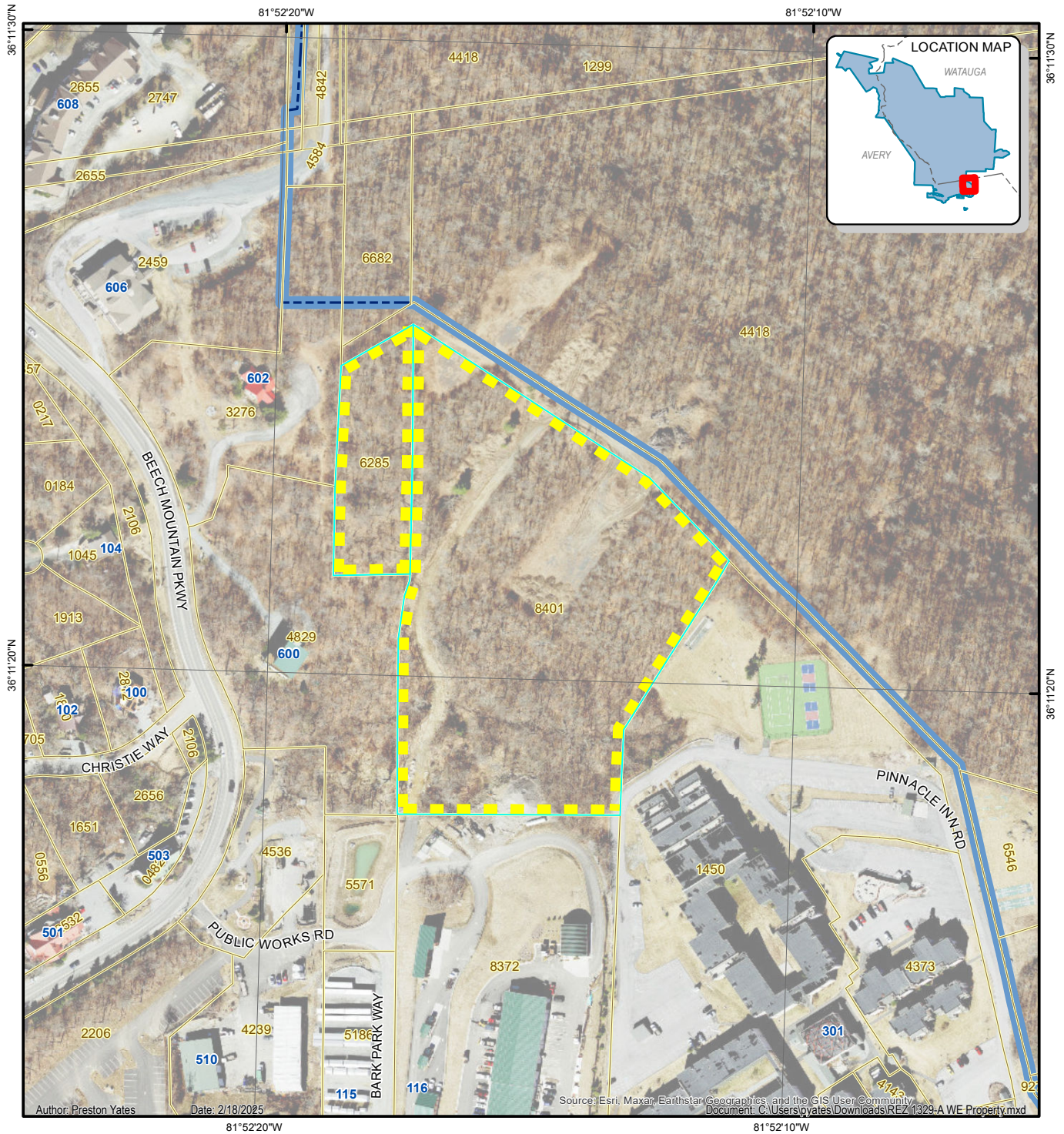
The foregoing instrument was acknowledged before me this ____ day of _____, 20____.

Notary Public: _____

My commission expires: _____

(Official Seal)

OFFICIAL USE ONLY			
AFFIX LABEL		I hereby certify this application is complete and accepted.	
		Staff Signature	Date
Date Fee Paid:	Amount Paid: \$	Staff Initials:	Transaction Number:
Date Application Received:		Planning Board Meeting Date(s):	
		Council Call Public Hearing Date:	
		Council Public Hearing Date(s):	
Date Notices Mailed:	Date of Legal Ad:	Date Property Posted:	
Due:	Due:	Due:	

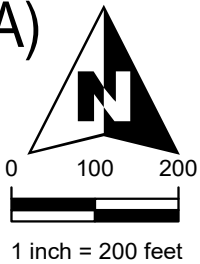


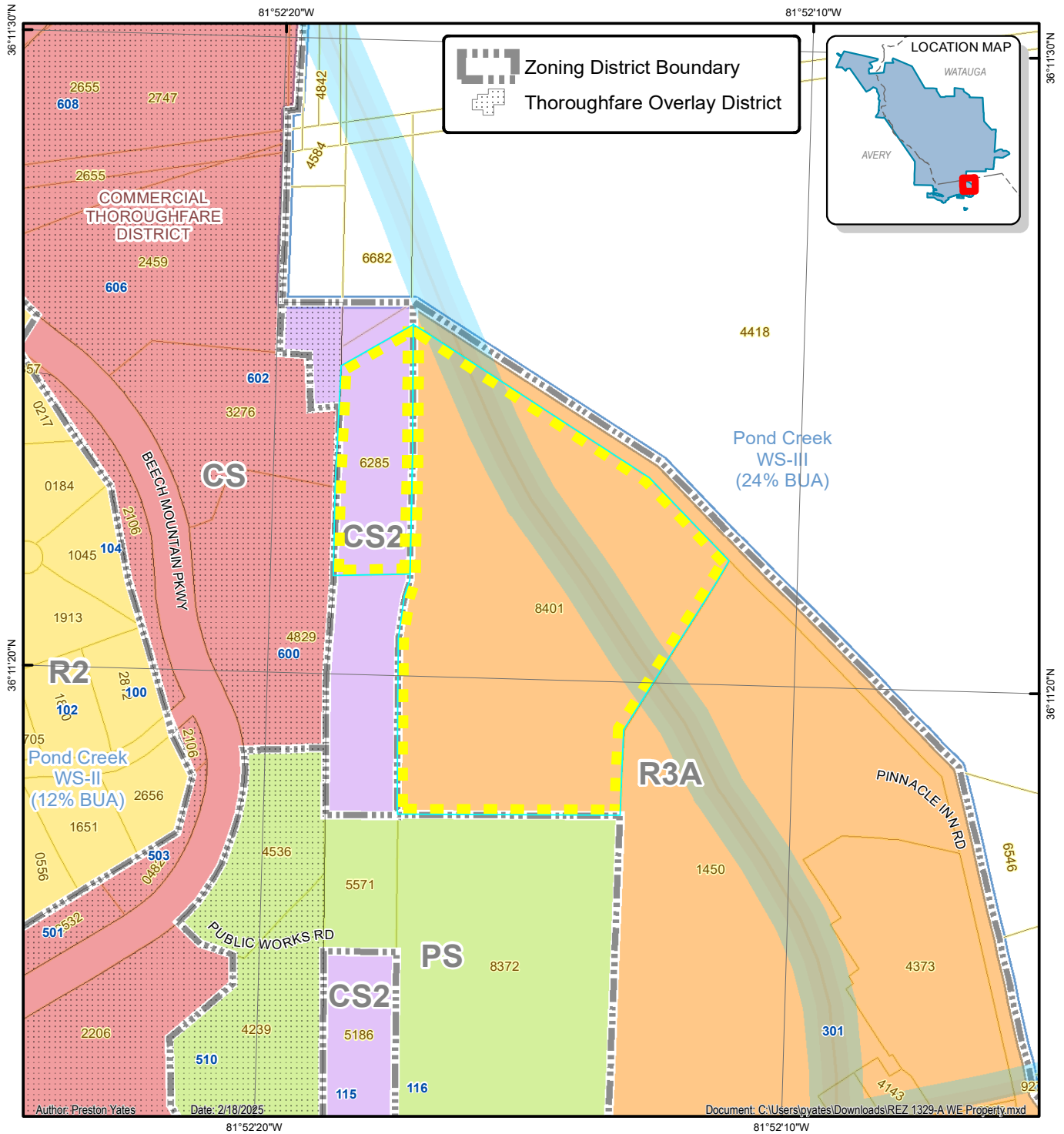
REZONING REQUEST (CASE#: 1329-A) AERIAL MAP

Source: Beech Mountain GIS



This product is for informational purposes and is not suitable for legal, engineering, or surveying purposes. Users of this map and the contents therein are solely responsible for interpretations made from these products. Town of Beech Mountain cannot accept any responsibility for errors, omissions, or positional accuracy. There are no warranties, expressed or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product.

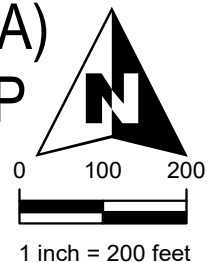


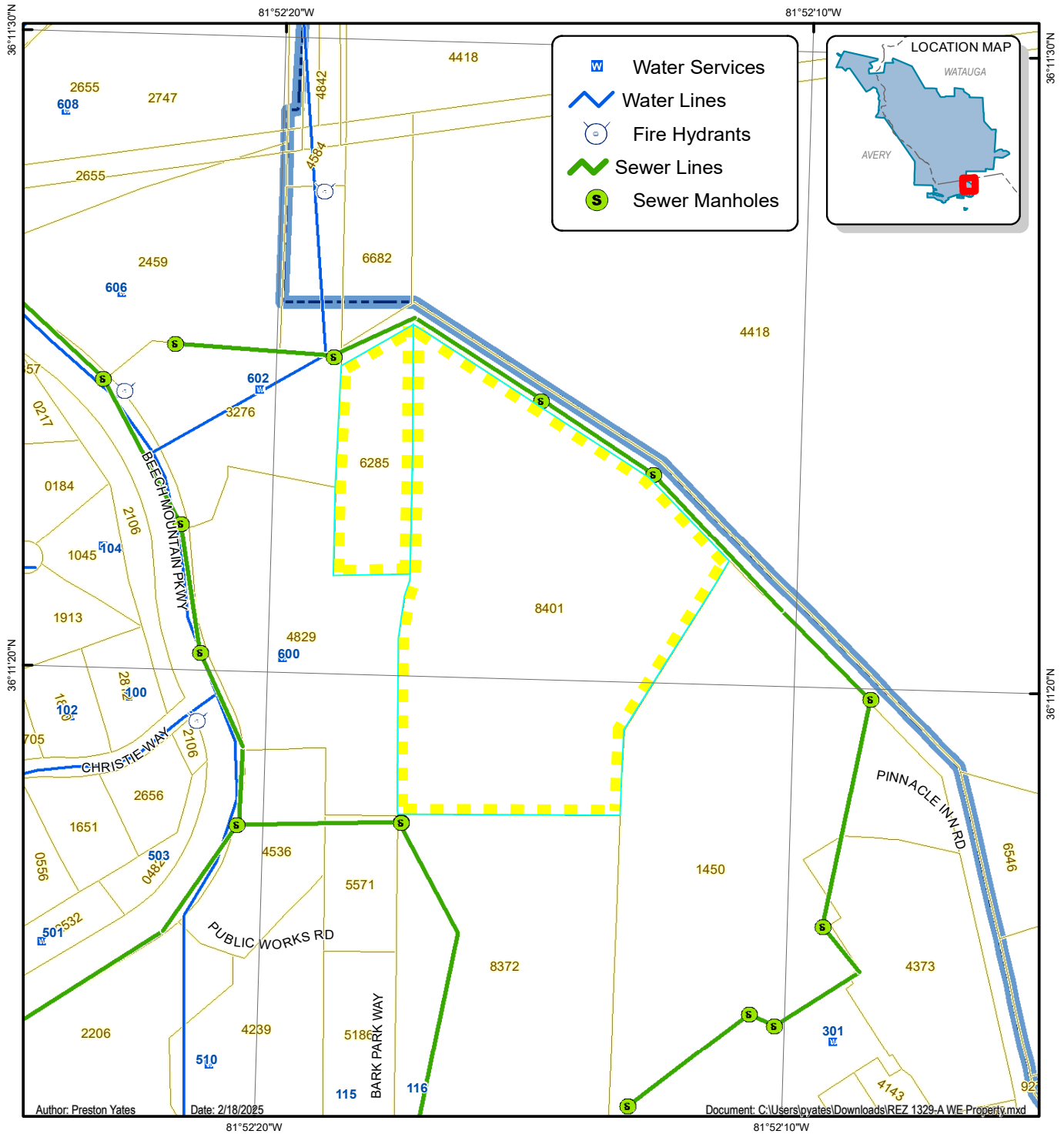


REZONING REQUEST (CASE#: 1329-A) **EXISTING ZONING & LAND USE MAP**

Source: Beech Mountain GIS

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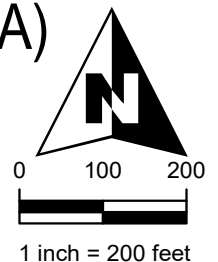
REZONING REQUEST (CASE#: 1329-A)

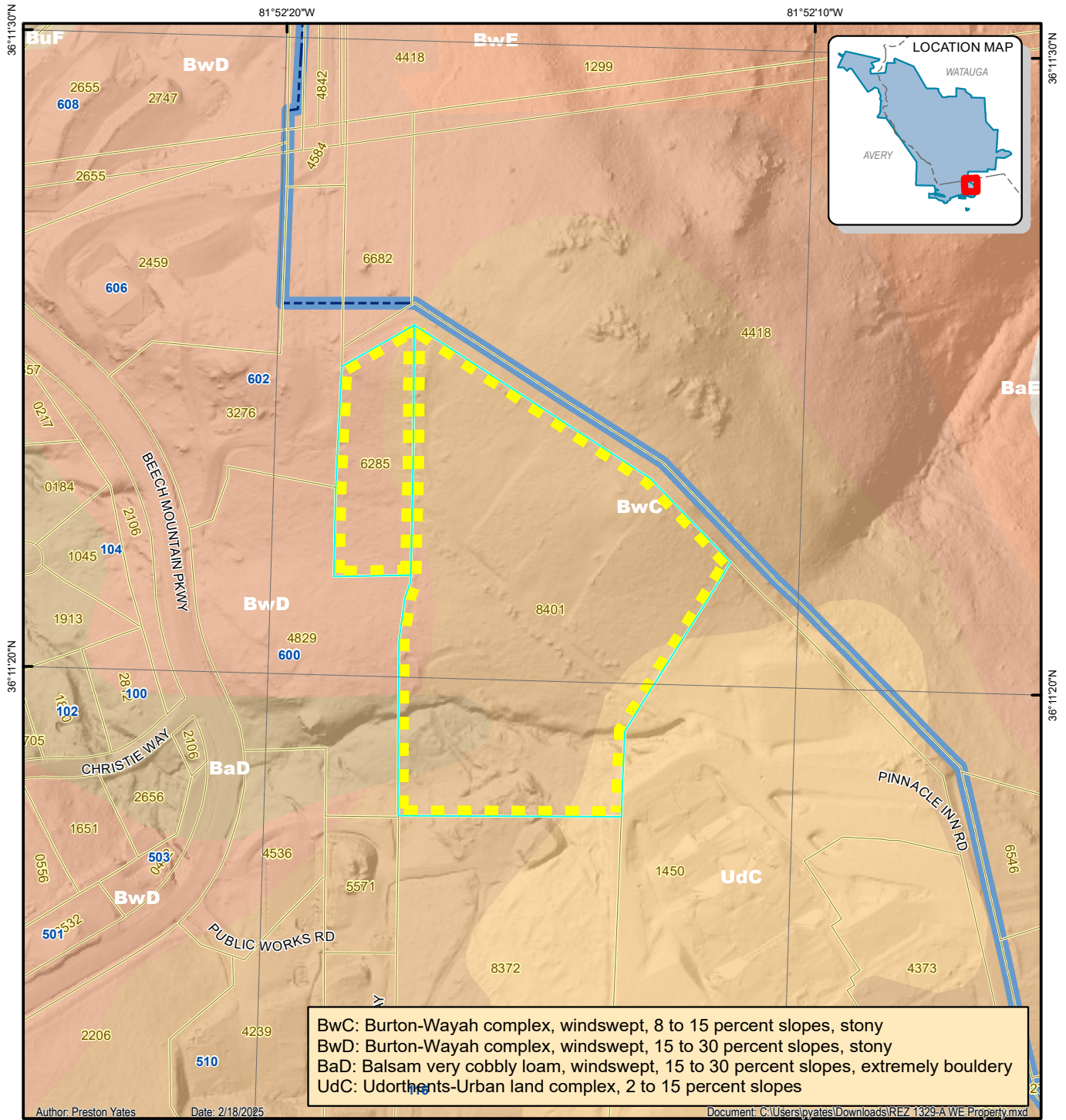
EXISTING UTILITIES MAP

Source: Beech Mountain GIS



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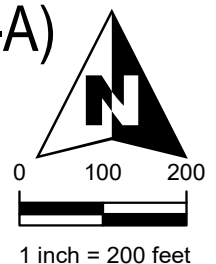


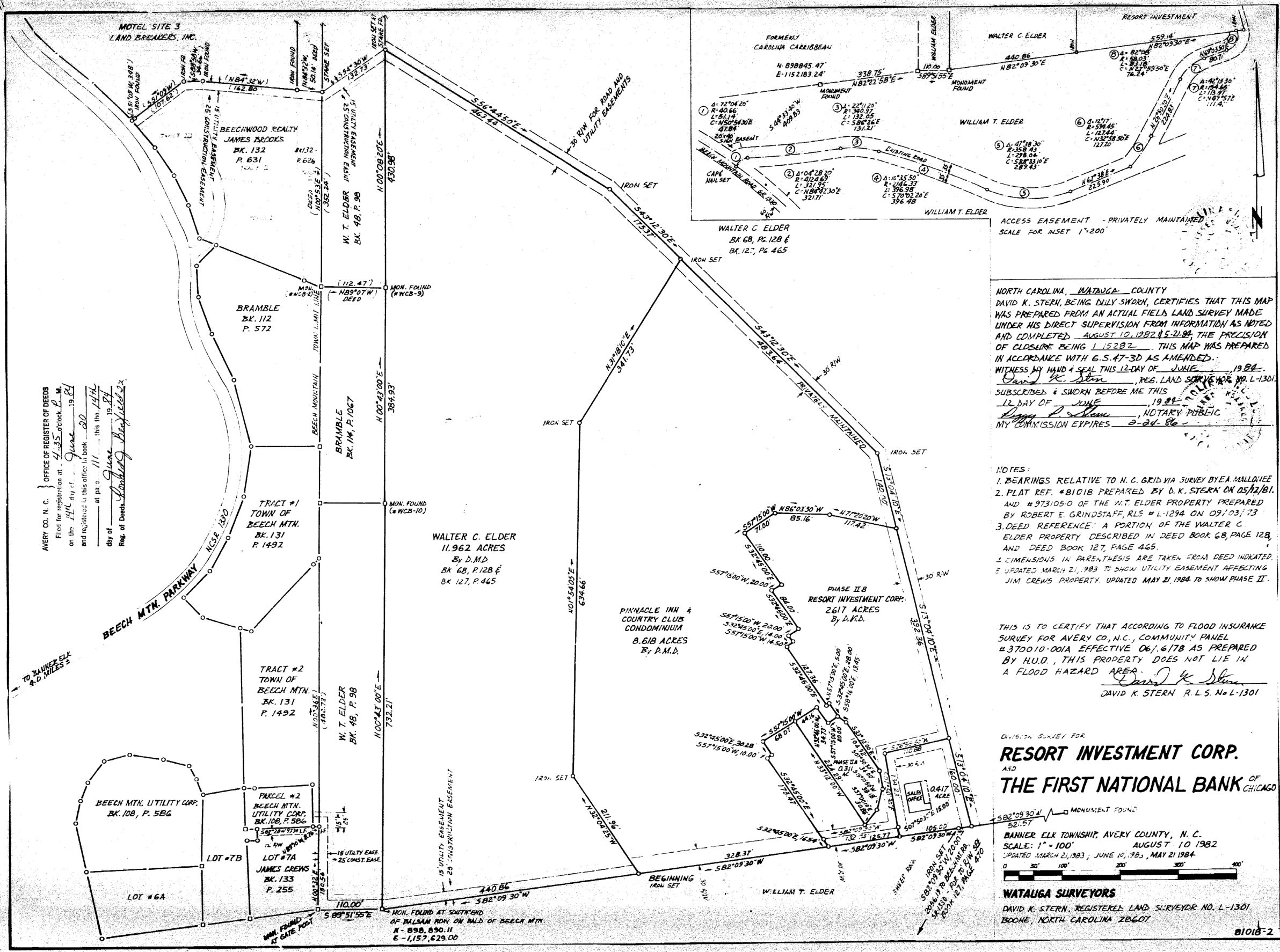


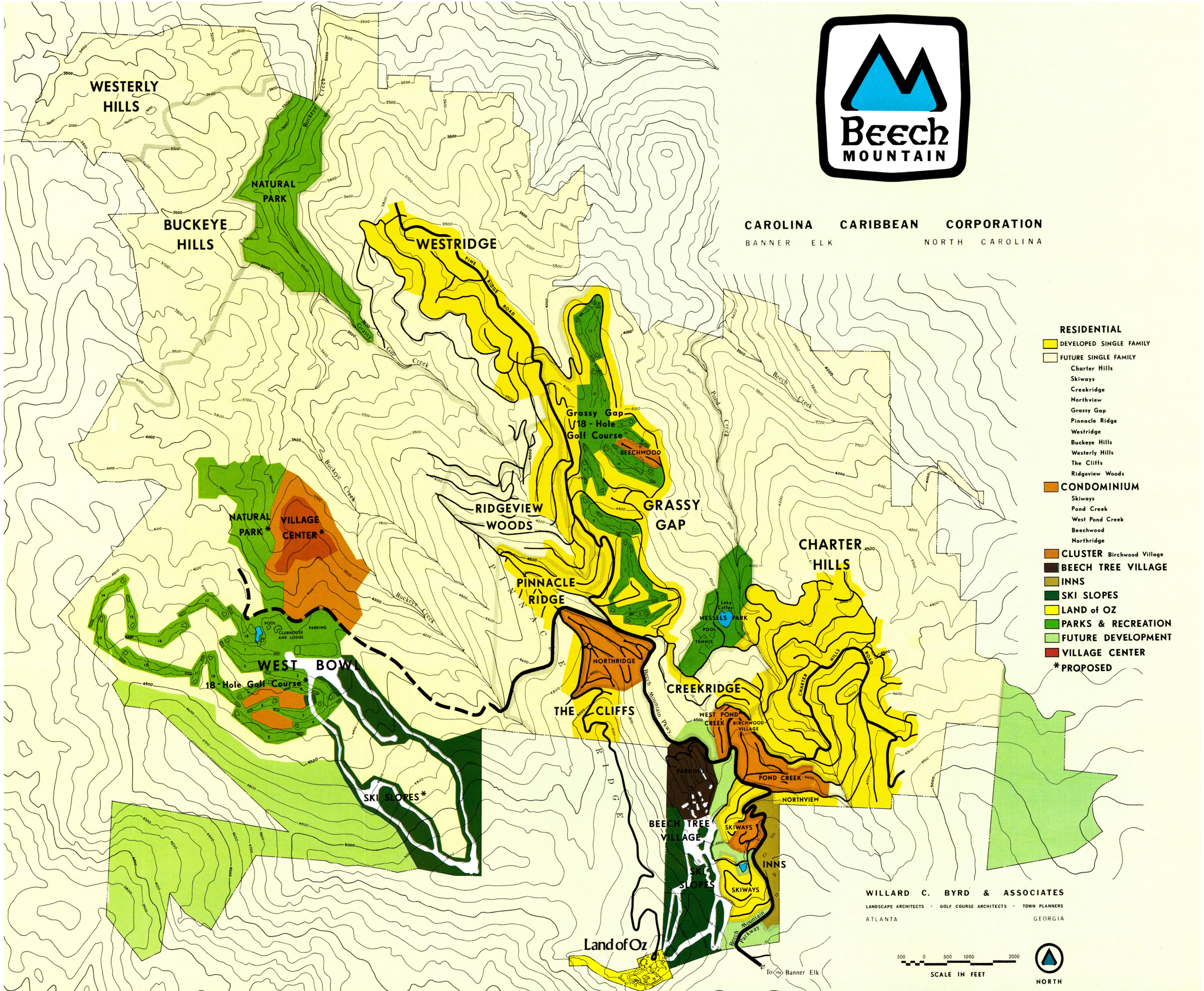
REZONING REQUEST (CASE#: 1329-A) NRCS SOILS SURVEY MAP

Source: Beech Mountain GIS

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REPORT

TO: Beech Mountain Town Council
FROM: Steve Smith
DATE: March 11, 2025
SUBJECT: January 2025 Budget and Finance Report

FOR THE PURPOSE OF:

Budget and Finance Report presented for Town Council's purview.

ATTACHED FOR YOUR CONSIDERATION:

January 2025 Budget Report
January 2025 Finance Report

STAFF RECOMMENDATION:

Review

SIGNATURES:

Town Manager

Town Clerk

TOWN OF BEECH MOUNTAIN
REVENUE & EXPENDITURE REPORT
AS OF JANUARY 31st, 2025

General Fund					%Year Completed	59%
	Budget	Current Period	YTD Actual	Budget Balance	% YTD Budget	
<u>Revenue Summary</u>						
Tax Revenue	7,864,364	1,193,901	6,454,893	1,409,471	82%	
Investment Revenue	47,000	43,680	218,900	(171,900)	466%	
Miscellaneous Revenue	652,000	53,905	366,170	285,830	56%	
State Shared Revenue	2,866,704	234,429	1,439,939	1,426,765	50%	
Fees	81,000	4,262	45,353	35,647	56%	
Gains and Losses	50,000	-		50,000	0%	
Other Revenues	567,000	-		567,000	0%	
Other Sources	530,490	-		530,490	0%	
Total Revenue	12,658,558	1,530,177	8,525,255	4,133,303	67%	
<u>Expenditure Summary</u>						
Administration	3,542,788	299,666	1,475,713	2,067,075	42%	
Tax Collection	67,687	3,506	42,578	25,109	63%	
Visitors Center	343,169	16,294	177,716	165,453	52%	
Police	1,758,854	84,993	1,123,972	634,882	64%	
Fire	1,036,991	27,083	656,357	380,634	63%	
Building Inspections	318,824	8,640	144,570	174,254	45%	
Planning	192,724	3,573	87,884	104,840	46%	
Vehicle Maintenance	264,799	16,606	117,529	147,270	44%	
Road Maintenance	3,863,824	412,697	2,109,837	1,753,987	55%	
Recreation	1,268,898	43,728	911,122	357,776	72%	
Total Expenditures	12,658,558	916,785	6,847,278	5,811,280	54%	
Rev Over/(Under) Expenditures	0	613,392	1,677,977			

TOWN OF BEECH MOUNTAIN
REVENUE & EXPENDITURE REPORT
AS OF JANUARY 31st, 2025

Utility Fund				%Year Completed	59%
		Current	YTD		
	<u>Budget</u>	<u>Period</u>	<u>Actual</u>	<u>Budget</u>	<u>% YTD</u>
<u>Revenue Summary</u>				<u>Balance</u>	<u>Budget</u>
Investment Revenue	10,000	4,938	37,865	(27,865)	379%
Miscellaneous Revenue	27,500	120	3,287	24,213	12%
Metered Sales & Fees	3,159,600	364,145	2,104,055	1,055,545	67%
Availability Fees	243,600	18,536	132,440	111,160	54%
Tap Fees	80,000	8,000	46,000	34,000	58%
Source Water Development Fee	122,880	12,670	87,839	35,041	71%
Other Sources	149,633	-	-	149,633	0%
Total Revenue	3,793,213	408,409	2,411,486	1,381,727	64%
<u>Expenditure Summary</u>					
Administration	2,196,490	69,165	579,595	1,616,895	26%
Water Treatment	1,094,656	63,418	777,243	317,413	71%
Waste Water Treatment	383,292	18,701	211,042	172,250	55%
Taps & System	118,775	3,489	252,717	(133,942)	213%
Total Expenditures	3,793,213	154,773	1,820,597	1,972,616	48%
Rev Over/(Under) Expenditures	0	253636	590889		

TOWN OF BEECH MOUNTAIN
REVENUE & EXPENDITURE REPORT
AS OF JANUARY 31st, 2025

Sanitation Fund %Year Completed 59%

	<u>Budget</u>	<u>Current Period</u>	<u>YTD Actual</u>	<u>Budget Balance</u>	<u>% YTD Budget</u>
<u>Revenue Summary</u>					
Investment Revenue	500	897	6,877	(6,377)	1375%
Miscellaneous Revenue	40,811	-	14,418	26,393	35%
State Revenue	370	-	-	370	0%
Fees	927,200	70,428	486,414	440,786	52%
Other Sources	305,000	-	-	305,000	0%
Total Revenue	1,273,881	71,325	507,709	766,172	40%
<u>Expenditure Summary</u>					
Sanitation	1,273,881	31,941	439,463	834,418	34%
Total Expenditures	1,273,881	31,941	439,463	834,418	34%
Rev Over/(Under) Expenditures	-	39,384	68,246	-	

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

General Fund

														Through the reported month	59.00%	% of
	<u>Budget</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>YTD</u>		<u>Budget</u>
Total Revenue	11,546,558	129,109	77,958	1,166,793	1,284,311	4,113,555	2,037,520	1,530,177						10,339,423	89.55%	
Total Expenditures	11,546,558	831,184	806,742	858,772	1,668,661	1,851,016	1,687,008	916,785						8,620,168	74.66%	
Unaudited General Fund fund balance as of July 1st	8,113,814	8,113,814	7,411,740	6,682,956	6,990,977	6,606,627	8,869,166	9,219,678						8,113,814		
Revenues Less Expenditures		(702,074)	(728,784)	308,021	(384,350)	2,262,539	350,512	613,392	-	-	-	-	-	1,719,256		
Estimated change to Fund Balance		7,411,740	6,682,956	6,990,977	6,606,627	8,869,166	9,219,678	9,833,070	-	-	-	-	-	9,833,070		

Water/Sewer Enterprise Fund

Total Revenue	3,793,213	356,830	364,484	312,665	321,762	324,903	335,751	408,409						2,424,804	63.92%	
Total Expenses	3,793,213	282,964	239,498	182,353	430,692	289,767	256,604	154,773						1,836,651	48.42%	
Unaudited Unrestricted Cash Reserves as July 1st	2,516,554	2,516,554	2,590,420	2,715,406	2,845,718	2,736,788	2,771,924	2,851,071						2,516,554		
Revenues Less Expenses		73,866	124,986	130,312	(108,930)	35,136	79,147	253,636	-	-	-	-	-	588,153		
Estimated Change in Cash Reserves		2,590,420	2,715,406	2,845,718	2,736,788	2,771,924	2,851,071	3,104,707	-	-	-	-	-	3,104,707		

Sanitation Enterprise Fund

Total Revenue	1,273,881	78,761	72,506	71,104	70,500	71,746	71,768	71,325						507,710	39.86%	
Total Expenses	1,273,881	116,113	52,333	51,735	53,275	80,372	58,195	31,941						443,964	34.85%	
Unaudited Unrestricted Cash Reserves as July 1st	595,585	595,585	558,233	578,406	597,775	615,000	606,374	619,947						595,585		
Revenues Less Expenses		(37,352)	20,173	19,369	17,225	(8,626)	13,573	39,384	-	-	-	-	-	63,746		
Estimated Change in Cash Reserves		558,233	578,406	597,775	615,000	606,374	619,947	659,331	-	-	-	-	-	659,331		

Book Value - Cash & Investments All FUNDS

	<u>Fund</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>		
1. Trust Bank (Pooled)	Pooled	1,143,152	1,181,346	910,320	1,922,785	4,250,569	667,667	847,285							
2. North Carolina Capital Management Trust	General Fund	6,227,287	6,736,647	6,286,669	5,599,541	5,908,185	10,393,566	11,866,988							
3. Mountain Community - Certificates of Deposit	General Fund	103,500	103,500	103,500	103,500	103,500	103,500	103,500							
4. North Carolina Capital Management Trust	Utility Fund	1,327,814	1,333,702	1,339,259	1,349,753	1,349,753	1,354,875	1,359,813							
5. North Carolina Capital Management Trust	Sanitation Fund	241,161	242,230	243,239	245,145	245,145	246,075	246,972							
6. North Carolina Capital Management Trust	E911 Fund	80,275	80,631	80,967	81,601	81,601	81,911	82,209							
Total Cash & Investments		9,123,189	9,678,056	8,963,954	9,302,325	11,938,753	12,847,594	14,506,767	-	-	-	-	-		
<i>All accounts reconciled through reporting month</i>															
<u>Transfers for the reported month</u>															



REPORT

TO: Mayor and Town Council
FROM: Bob Pudney
DATE: March 11, 2025
SUBJECT: Fire Department Monthly Report

SIGNATURES:

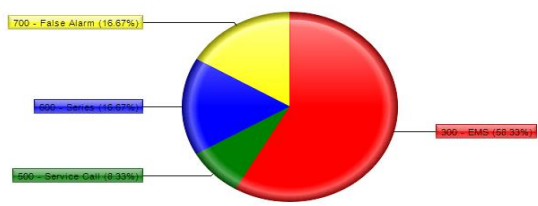
Town Manager

Town Clerk

BEECH MOUNTAIN FIRE DEPARTMENT Monthly Report February 28, 2025			
EVENT	THIS PERIOD	SAME PERIOD LAST YEAR	FISCAL YTD
FIRE CALLS	6	11	84
MEDICAL CALLS	24	32	214
FIRE SAFETY INSPECTIONS	1	1	25
PUBLIC EDUCATION	0	0	0
FIRE HYDRANT INSPECTIONS	0	0	0
TRAINING HOURS	216	192	1660
MEETINGS	5	6	46

COMMENTS:

Membership Recruitment Program.
Disaster Recovery
Budget Preparation





REPORT

TO: Town Manager and Town Council
FROM: Sean Royall
DATE: March 11, 2025
SUBJECT: February 2025 Recreation Report

FOR THE PURPOSE OF:

For review by town manager and town council

ATTACHED FOR YOUR CONSIDERATION:

February 2025 Recreation Report

SIGNATURES:

Town Manager

Town Clerk



February 2025 Recreation Report

Facility Report

Finance Report

Total Monthly Revenue	\$4,980.00
Parking Lot Monthly Revenue	\$7,148.47
Total Recreation Revenue	\$12,128.47

Detailed Revenue Totals

Binoculars \$30.75
 Memberships \$1,640.00
 Day Pass \$1,110.00
 Summer Camp \$3,975.00
 Rental \$0
 Personal Training \$0
 Program \$100.00

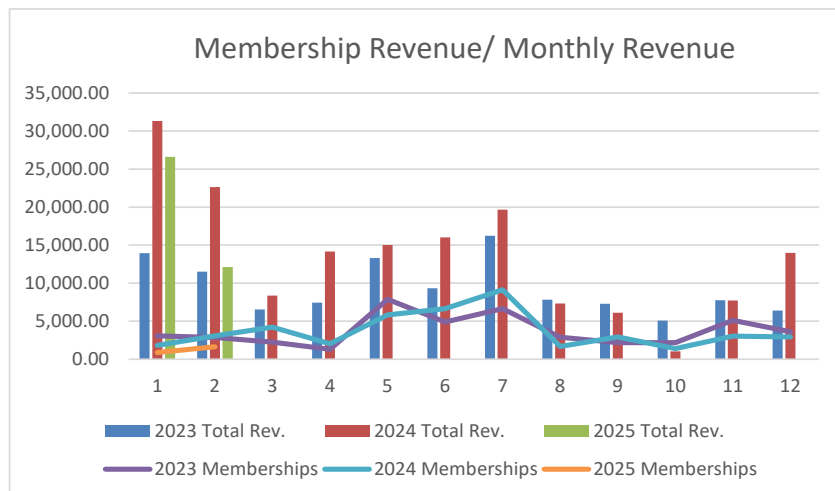
Check-In Report

Member Visits	334
Non-Member Visits	111

Membership Report

Total Memberships \$1,640.00

Family Annual \$1,200.00	Individual Annual \$0	Week Passes \$440.00
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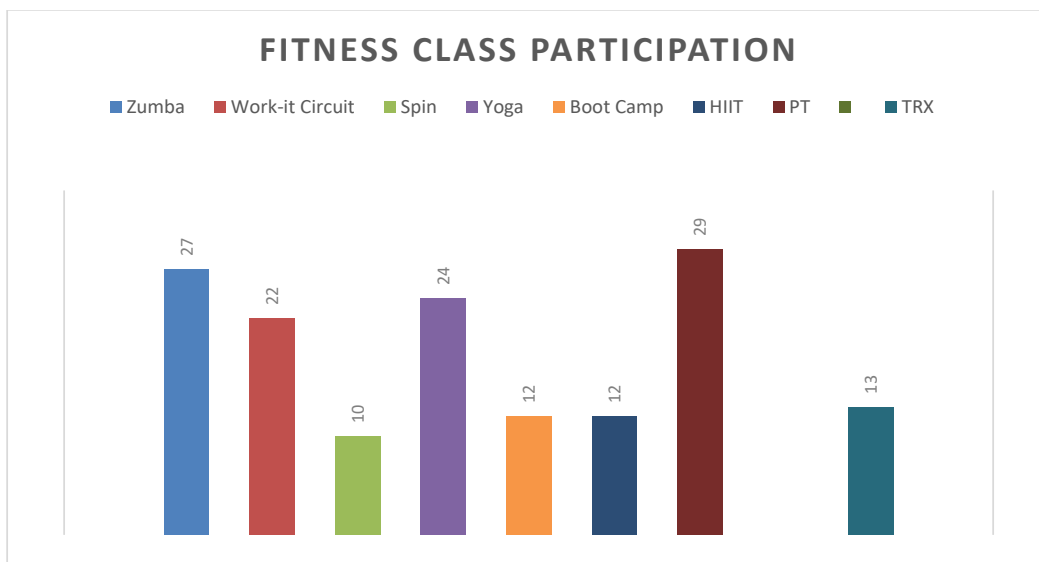


Fitness Report

Participants:

Number of classes offered in the month/ Participants.

Zumba	7	27
Work-it Circuit	7	22
Spin	8	10
Yoga	7	24
Boot Camp	7	12
HIIT	4	12
TRX	4	5
Personal Training		29



Director's Notes:

- Chocolate Art craft night

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



REPORT

TO: Town Council
FROM: Daniel Davis
DATE: March 11, 2025
SUBJECT: DOI Monthly Report

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

SIGNATURES:

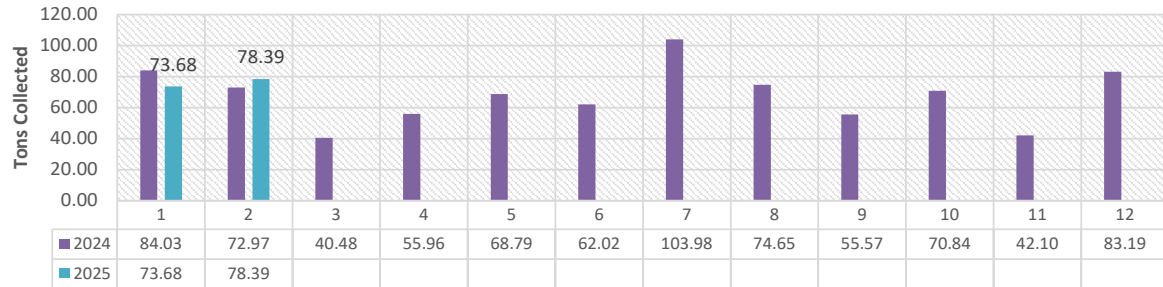
Town Manager

Town Clerk

Sanitation Department
Monthly Report

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	0.00	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	55.57	Res. Const. Day	3.17	1.47	2.50	0.60	5.74	8	0	0	9	0	0
OCT	70.84	Res. Const. Day	2.92	0.67	0.00	0.00	0.00	63	5	0	1	0	0
NOV	42.10	Res. Const. Day	0.00	0.51	1.08	0.19	4.37	64	12	0	4	0	0
DEC	83.19	Res. Const. Day	0.00	1.03	0.86	0.44	4.75	0	5	0	0	0	0
YTD TOTALS	814.58	Res. Const. Day	29.66	11.42	17.22	4.40	34.32	422.00	56.00	14.00	23.00	14.00	147
2025	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	73.68	Res. Const. Day	0.00	1.01	1.25	0.58	4.78	0.00	0.00	0.00	0.00	0.00	0
FEB	78.39	Res. Const. Day	7.86	0.26	0.97	0.24	0.00	0	0	0	0	0	0
MAR													
APR													
MAY													
JUN													
JUL													
AUG													
SEPT													
OCT													
NOV													
DEC													
YTD TOTALS	152.07	Res. Const. Day	7.86	1.27	2.22	0.82	4.78	0.00	0.00	0.00	0.00	0.00	0

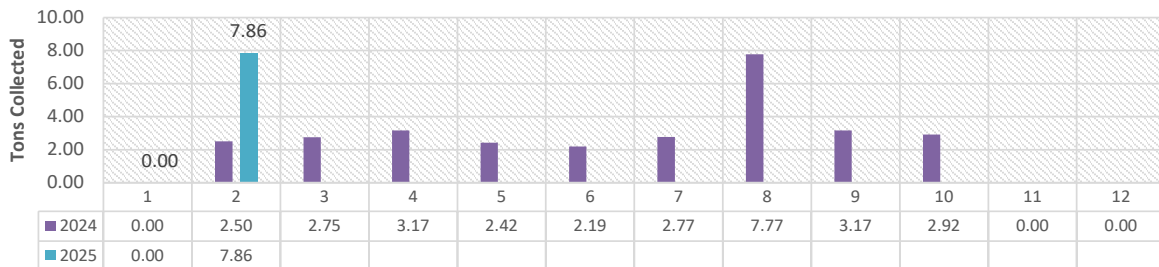
Solid Waste



Recycled Paper and Plastic

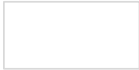
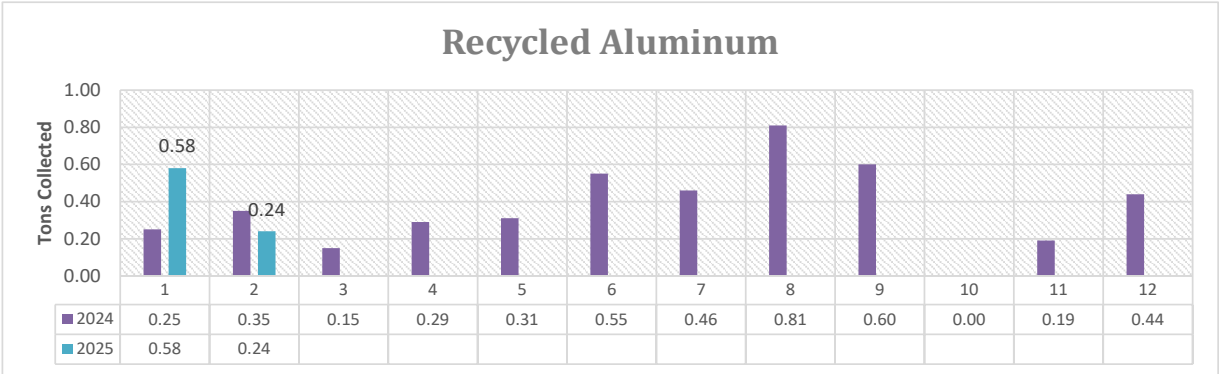
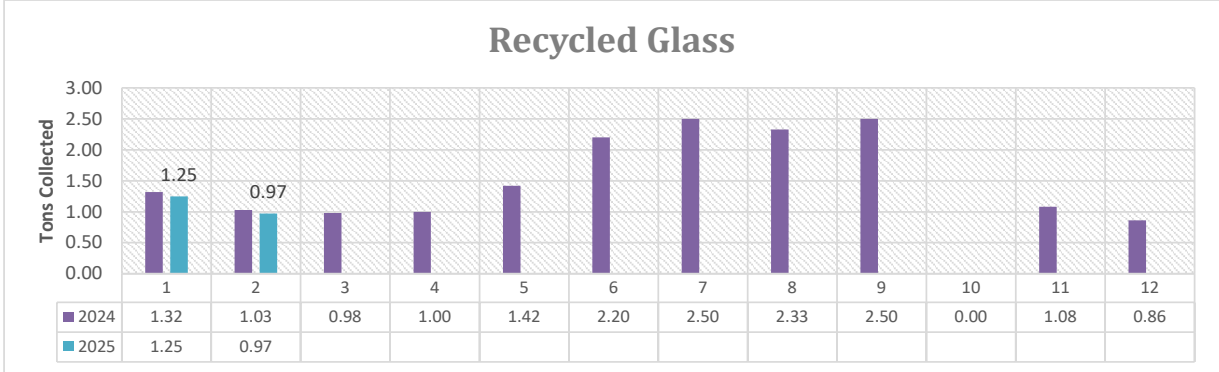


Recycled Metal



Recycled Cardboard





Monthly Water and Wastewater Treatment Flow Report

Buckeye Water Treatment Plant

	Current Data February-25	Comparison to Previous year February-24
Source Water Withdrawn:	16.887 MG Total	20.048 MG Total
	0.603 MGD AVG	0.691 MGD AVG
	0.736 MGD MAX	1.031 MGD MAX
	0.455 MGD MIN	0.423 MGD MIN
Finished Water Produced:	16.374 MG Total	19.527 MG Total
	0.585 MGD AVG	0.673 MGD AVG
	0.729 MGD Max	1.031 MGD Max
	0.445 MGD Min	0.408 MGD Min

Pinnacle Well

	Current Data February-25	Comparison to Previous year February-24
Well Water Withdrawn:	0.606 MG Total	N/A MG Total
	0.022 MGD AVG	N/A MGD AVG
	0.029 MGD MAX	N/A MGD MAX
	0.018 MGD MIN	N/A MGD MIN

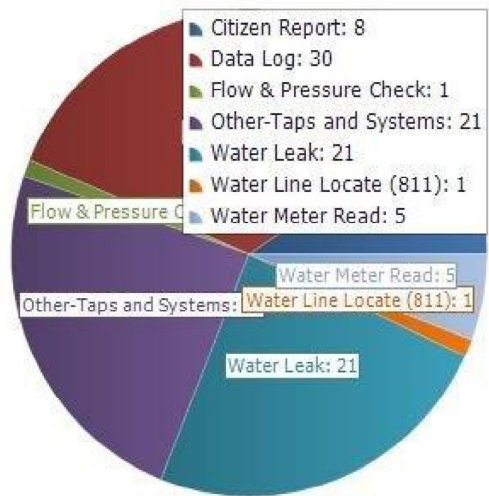
Note: Surface and Well water treatments in full compliance.

Wastewater Treatment

	Current Data January-25	Comparison to Previous year January-25
Pond Creek WWTP	4.990 MG Total	11.842 MG Total
Effluent Flow	0.161 MGD AVG	0.382 MGD AVG
	0.090 MGD MIN	0.170 MGD MIN
	0.405 MGD MAX	1.090 MGD MAX
	0.400 Permitted Daily Max	0.400 Permitted Daily Max
Grassy Gap WWTP	1.740 MG Total	2.682 MG Total
Effluent Flow	0.056 MGD AVG	0.086 MGD AVG
	0.028 MGD MIN	0.024 MGD MIN
	1.740 MGD MAX	0.027 MGD MAX
	0.080 Permitted Daily Max	0.080 Permitted Daily Max
Buckeye Water Treatment	N/A MG Total	0.697 MG Total
Waste Process	N/A MGD AVG	0.048 MGD AVG
	N/A MGD MIN	0.000 MGD MIN
	N/A MGD MAX	0.066 MGD MAX

Note: Buckeye WWTP was in non-compliance due to effluent flow meter PLC failure.

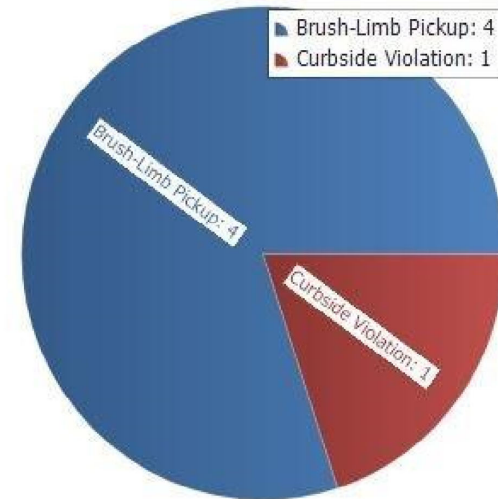
Town Services Work Orders Last 3 ...



Right Of Way Work Orders Last 31 ...



Sanitation Work Orders Last 31 D ...





REPORT

TO: Town Council
FROM: Preston Yates
DATE: March 11, 2025
SUBJECT: Planning & Inspections Monthly Report 2025-02

FOR THE PURPOSE OF:

Report of monthly activities for the Planning and Inspection Department for February, 2025.

SIGNATURES:

Town Manager

Town Clerk

TOWN OF BEECH MOUNTAIN
PLANNING AND INSPECTIONS MONTHLY REPORT
February-2025

Summary and Highlights

Building:

Permits and Inspections lower than Feb 24, but approximately average
Harsh February weather may have slowed construction

Planning Board (PB):

Planning Board reviewed proposed text amendments for Council consideration
Planning Board reviewed proposed commercial rezoning for Council consideration

Board of Adjustment (BOA):

BOA did not meet in February; there were no items for Board consideration at that time

GIS/Mapping:

Orthoimagery tiles compile into single mosaic aerial image
Compiling GIS data for delivery to Hill Studio for study

Regional and Transportation:

Traffic count data collection is underway on major entrance corridors

Training:

Inspection staff are in the process of completing continuing education training

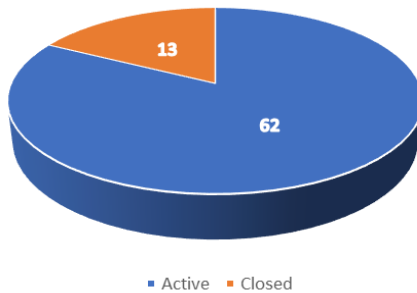
Other:

Helene Recovery efforts continue

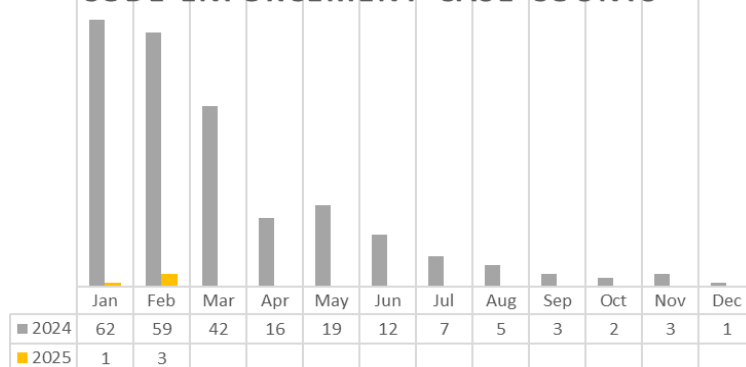
CODE ENFORCEMENT

Monthly and Quarterly Case Counts

Active and Closed Code Cases
Dec 2024 - Feb 2025



CODE ENFORCEMENT CASE COUNTS



Code Enforcement:

No Trash Enclosure Violations issued for Dec 24 - Feb 25 quarter
5 Other code violations issued during this same time period
13 Code cases closed out during this same time period

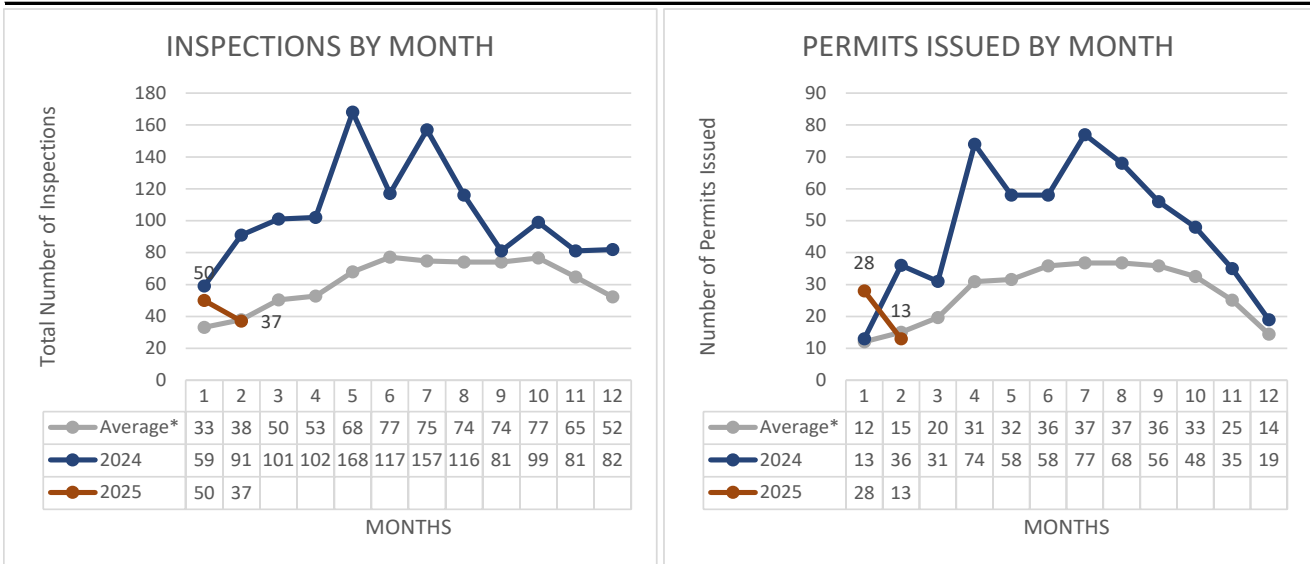
TOWN OF BEECH MOUNTAIN
Monthly Report
Planning and Inspections Department
February-2025

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	14	17	23	264	282	31
Electrical	11	9	20	165	161	20
Plumbing	7	9	17	105	107	16
Htg/Air & Misc.	5	15	31	169	236	20

2. Permits Issued

No. Issued	13	28	36	344	367	41
Value	\$ 525,000	\$ 683,874	\$ 1,016,352	\$ 7,595,305	\$ 10,788,991	\$ 1,208,874
Permit Fees	\$ 34,240.00	\$ 17,991.00	\$ 53,088.00	\$ 233,245.46	\$ 310,854.00	\$ 52,231.00



*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		\$ 33,640.00	\$ 450,000	12	19
	New Multi-Family				0	0
	New Commercial				1	0
11	Other	Various	\$ 600.00	\$ 75,000		
13			\$ 34,240.00	\$ 525,000		



REPORT

TO: Mayor and Town Council
FROM: Tim Barnett
DATE: March 11, 2025
SUBJECT: Police Department Monthly Report

SIGNATURES:

Town Manager

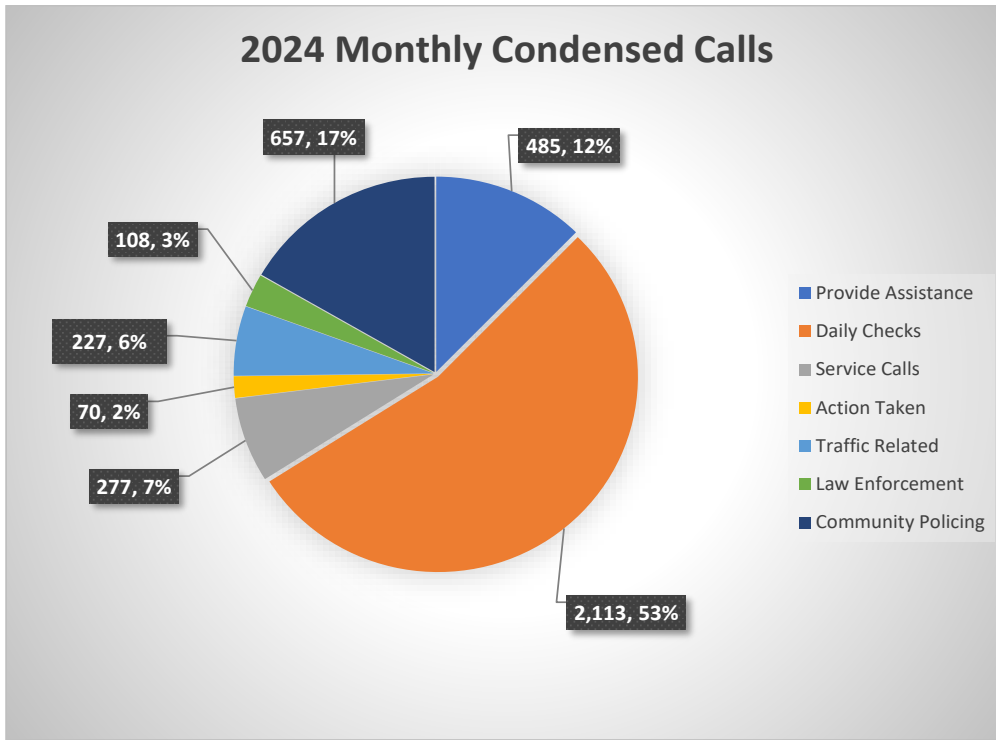
Town Clerk



Activity Log Yearly Summary Totals
Beech Mountain Police Department
January 1, 2025 through February 28, 2025

<i>Call Type</i>	<i>2024</i>	<i>2025</i>	<i>Call Type</i>	<i>2024</i>	<i>2025</i>
Provide Assistance			Traffic Related		
Assist Fire Department	7	2	Driving While Impaired	1	5
Assist Investigation	0	1	Improper Parking	74	59
Assist Other Agency	13	15	Stationary/Directed Patrol	70	40
Assist Town Dept/Business	2	1	Traffic Control	9	7
Assist Homeowner	6	3	Vehicle Accidents	36	34
Assist Motorist	254	197	Vehicle Stops	72	82
Assist Other Officer	89	90			
Escort	110	162	Law Enforcement Calls		
Assist Medical Calls	16	14	911 Hang Ups	14	12
			Alarms	21	14
Daily Checks			Breaking & Entering	2	5
Business Checks	1,717	1,941	Domestic Complaints	2	7
Care Track Test	0	0	Assault / Fights	3	4
Security Checks	93	87	Fire Works Violations	0	1
Residence Checks	113	83	Fraud	0	2
Welfare Check	9	2	Hit & Run	0	4
			Intoxicated/Drunk & Disruptive	2	2
Service Calls			Investigation	8	5
Animal Control Domestic/Wildlife	8	4	Larceny	7	4
Calls for Service	228	260	Mental Subject	0	0
Deliver Letter/Message	6	5	Missing Person	2	1
Found Property	4	3	Noise Disturbance/Loud Music	13	8
Golf Cart / UTV Inspections	0	0	Open Door/Open Window	5	7
ATV/Golf Cart Complaints	0	0	Prowler	3	0
Recreation/Town Deposit	9	5	Shots Fired/Sound of Shots Fired	0	3
COVID/mask	0	0	Subject with Gun/Weapon	0	0
			Suspicious Vehicle/Person/Pack.	11	22
Action Taken			Trespassing	8	4
Court	2	2	Vandalism	0	0
Felony Arrest	0	2	Continuing Investigation	8	3
Misdemeanor Arrest	6	4			
State Citations	9	9	Community Policing		
Town Ordinance Violations	8	3	Community Policing Contacts	1,016	657
Verbal Warning	63	45	Community Events	15	0
Warning Citations	1	1			
Warrant Service	3	4			
2024 Event Totals: 4,334			2025 Event Totals: 4,086		

2024 Monthly Condensed Calls





REPORT

TO: Mayor and Town Council

FROM: Armando Garcia

DATE: March 11, 2025

SUBJECT: TDA Report March 2025

FOR THE PURPOSE OF:

Report provides and overview of marketing, publicity and results

SIGNATURES:

Town Manager

Town Clerk

**Beech Mountain TDA Report
To Town Council
March 2025**

During the month of February, the TDA's marketing efforts continued to promote overnight stays during winter season. Messaging focused on not missing out on the last few weeks of winter sports. Affordable family vacations, skiing, sledding and snowboarding were promoted through print ads, digital and social media efforts. Other communication initiatives continued to encourage visitors to stay and shop locally. Mid-February, the Visitor Center staff was able to move back into the newly renovated facility. In the coming weeks the staff will work hard on putting the finishing touches to the Visitor Center to ensure a welcoming and pleasant space for visitors and residents alike.

Examples of recent media coverage received:

The Travel – This Underrated NC Ski Resort Town is the Lake Tahoe of the Blue Ridge Mtns.

<https://www.thetravel.com/underrated-beech-mountain-north-carolina-lake-tahoe-of-blue-ridge-mountains/>

USA Today – 10 Best Small-Town Museums Across the US

<https://10best.usatoday.com/awards/travel/best-small-town-museum-2025/>

Cardinal & Pine – Last Chance to Hit the Slopes: Where to Go Skiing in North Carolina

<https://cardinalpine.com/2025/02/04/last-chance-to-hit-the-slopes-where-to-go-skiing-in-north-carolina/>

Avery Journal – Fifth Grade Slope Seekers Enjoy Ski Season at Beech

https://www.averyjournal.com/news/community/fifth-grade-slope-seekers-enjoy-ski-season-at-beech/article_746b8852-eda2-11ef-b467-338d51e75d28.html

HCPress – Runs for Buns Fundraiser for Conquering Colon Cancer at Beech Mountain

<https://www.hcpres.com/announcements/runs-for-buns-fundraiser-for-conquering-colon-cancer-at-beech-mountain-march-7-and-8.html>

Watauga Democrat – Rising Teenage Country Star Putting on a Show on Beech Mountain

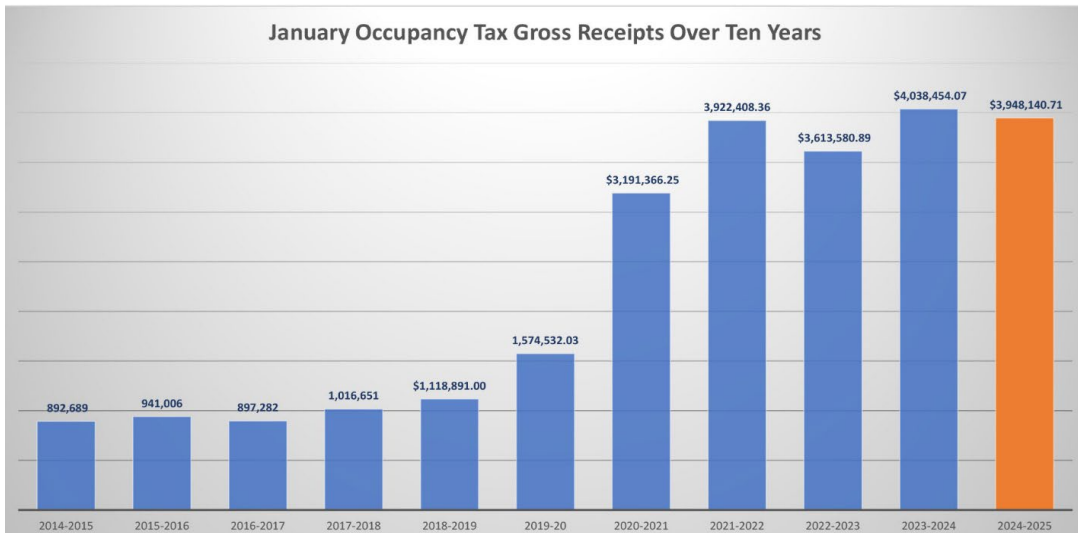
https://www.wataugademocrat.com/mountaintimes/rising-teenage-country-music-singer-putting-on-show-at-beech-mountain-brewing-co-on-feb/article_48b876ca-df4c-11ef-8d8c-dfe39903e505.html

Results: There were 360 visitors at the Visitor Center in February, which was lower than the 885 visitors received during February 2024. Occupancy tax of \$236,807 was collected in the month of February (for January overnight stays). This was .46% less than the \$237,900 collected in February of 2024. 13,957 room nights were reported to the tax office for January overnight stays.

Revenues for Lodging on Beech Mountain for January 2025

\$3,948,141

January Occupancy Tax Gross Receipts Over Ten Years



FY 23-25 Occupancy Tax Collected YoY

