



AGENDA
Regular Town Council
Tuesday, June 13, 2023
Council Chambers 4:00 PM

| | Page |
|---|---------|
| 1. CALL TO ORDER | |
| 2. ADOPTION OF AGENDA | |
| 3. INVOCATION- DEWEY CYCLONE BRETT | |
| 4. PLEDGE OF ALLEGIANCE | |
| 5. FISCAL YEAR 2023-24 ANNUAL BUDGET PUBLIC HEARING 2ND READING | |
| 5.1. Public Hearing Annual Budget FY: 2023-24 | 5 |
| Output Document (Staff Report - 0818) - Pdf | |
| 6. PUBLIC COMMENT | |
| 7. CONSENT AGENDA | |
| 7.1. Adoption of Minutes | 7 - 21 |
| Town Council FY: 2023-2024 Budget Retreat - 18 Apr 2023 - Minutes - Pdf | |
| Regular Town Council - 09 May 2023 - Minutes - Pdf | |
| Town Council FY: 2023-2024 Budget Retreat - 17 May 2023 - Minutes - Pdf | |
| 7.2. Board meeting calendar schedule TDA change request | 23 - 25 |
| Output Document (Staff Report - 0820) - Pdf | |
| 7.3. Resolution of Acceptance of Grant Funding | 27 - 29 |
| Approve | |
| Output Document (Staff Report - 0821) - Pdf | |
| 7.4. Approve creation of Capital Grant Project Budget Ordinance | 31 - 34 |
| Approve | |
| Output Document (Staff Report - 0823) - Pdf | |
| 7.5. Budget Amendment #2023-05 | 35 - 38 |
| Approve | |
| Output Document (Staff Report - 0831) - Pdf | |
| 7.6. Wynn Park Addition | 39 - 47 |
| Staff recommends approval. | |

[Output Document \(Staff Report - 0834\) - Pdf](#)

8. OLD BUSINESS
- 8.1. Introduction of the Bond Order 49 - 52
- Motion to approve the introduction of the Bond Order entitled BOND ORDER AUTHORIZING THE ISSUANCE OF \$15,000,000 GENERAL OBLIGATION WATER SYSTEM BONDS OF THE TOWN OF BEECH MOUNTAIN, NORTH CAROLINA.
- [Output Document \(Staff Report - 0824\) - Pdf](#)
- 8.2. Resolution setting out date for Public Hearing on a General Obligation Bond Order and Related Matters 53 - 56
- Approve
- [Output Document \(Staff Report - 0825\) - Pdf](#)
9. NEW BUSINESS
- 9.1. 2024 Annual Budget 57 - 62
- Approve
- [Output Document \(Staff Report - 0819\) - Pdf](#)
- 9.2. Land Lease Agreement with Beech Mountain Resort 63 - 84
- Staff recommends approval and execution of the agreement.
- [Output Document \(Staff Report - 0833\) - Pdf](#)
10. TOWN MANAGER AND STAFF REPORTS
- 10.1. Monthly Finance Officer's Report 85 - 89
- Review
- [Output Document \(Staff Report - 0822\) - Pdf](#)
- 10.2. TDA Report June 2023 91 - 93
- [Output Document \(Staff Report - 0827\) - Pdf](#)
- 10.3. Police Department Monthly Report 95 - 97
- [Output Document \(Staff Report - 0826\) - Pdf](#)
- 10.4. May 2023 Recreation Report 99 - 102
- [Output Document \(Staff Report - 0829\) - Pdf](#)
- 10.5. DOI Report May 103 - 111
- [Output Document \(Staff Report - 0828\) - Pdf](#)
- 10.6. Planning and Inspection Monthly Report 2023-05 113 - 115
- [Output Document \(Staff Report - 0830\) - Pdf](#)
- 10.7. Fire Department Monthly Report 117 - 118
- [Output Document \(Staff Report - 0832\) - Pdf](#)
11. TOWN COUNCIL COMMENTS
12. CLOSED SESSION - PURSUANT TO NC GS 143-318.11 (A)(6) PERSONNEL MATTERS

13. ADJOURNMENT



COUNCIL ACTION ITEM

TO: Mayor and Town Council
FROM: Tamara Mercer
DATE: June 13, 2023
SUBJECT: Public Hearing Annual Budget FY: 2023-24

FOR THE PURPOSE OF:

FY: 2023-2024 Annual Budget Public Hearing for citizens to comment on the proposed annual budget for fiscal year 2023-2024, second reading.

ATTACHED FOR YOUR CONSIDERATION:

FY: 2023-2024 Annual Budget adoption

SIGNATURES:

Town Manager

Town Clerk



MINUTES

Town Council FY: 2023-2024 Budget Retreat Meeting

10:00 AM - Tuesday, April 18, 2023
Council Chambers

The Town Council FY: 2023-2024 Budget Retreat of the Town of Beech Mountain was called to order on Tuesday, April 18, 2023, at 10:00 AM, in the Council Chambers, with the following members present:

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

**COUNCIL
EXCUSED:**

**STAFF
PRESENT:** Town Manager Bob Pudney
Director of Special Projects Riley Hatch
Town Clerk Tamara Mercer

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. WELCOME OPENING STATEMENT MAYOR KAUFMAN

- 3.1. Mayor Kaufman reminded the council members that one penny is approximately \$100,000.00 in the budget. The ad valorem tax rate is proposed in the following budget at .65 cents per the county property tax evaluation. He cautioned that future economic trends may decrease and using reserves depletes the town. Three to four years from now, will the town have to raise taxes again in order to be financially healthy, questioned Mayor Kaufman.

4. TOWN MANAGER BUDGET REPORTS

- 4.1. Mr. Pudney noted that the meeting is live streamed on-air to the public, and he presented the financial report and proposed budget. The proposed balanced budget meets the councils' priorities set at the budget retreat on January 25, 2023:
1. Reduce ad valorem tax rate
 2. Lake Coffey water reservoir project
 3. Infrastructure
- Culverts / stormwater drainage

- Gravel roads
- Paving & reduce roadway costs 30%
 4. Storage building / shop at Lake Coffey
 5. Landscaping improvements possible full-time employee
 6. Town Hall / Visitor Center expansion project is ongoing

As per NC State Law, the budget is balanced and meets the Town Council priority for reducing the tax rate from .68/per \$100 value to .65/per \$100 value, a three-cent reduction. The three-cent reduction means there is a \$345,000 reduction in revenue. Mr. Pudney pointed this out on page 12, of the proposed budget. The new tax rate is what is recommended to maintain existing service levels and service the existing debt. General fund annual debt service in 2023-2024 equals \$429,259.00 as noted on page 11. He pointed out on page 4 the taxable value increased less than .24% from \$995,616,249 to \$998,091,487.

Mr. Pudney said the budget for project paving was reduced by approximately 20% per council direction. No new gravel roads are scheduled to be paved. Also eliminated were most capital purchases, unless funding could be found outside the general revenue stream. No new employee positions are proposed. We are in the final year of employee-dependent medical premium cost increases. The increase is to 50% employee-dependent care costs, stated Mr. Pudney. We reduced the administration budget by \$515,895.00. The revenue neutral rate would have been .42 cents, but we added the EMS station so funding that needs an additional 5 cents, and the proposed COLA was added to the budget. It was noted that previously to the county tax re-evaluations, the ad valorem tax rate was 0.73 cents. It was lowered to .68 in 2022, and staff proposes 0.65cents for the next fiscal year.

In response to Councilmember Melang's question, Mr. Pudney replied that the general fund has had increases in other revenues such as permits, fees, and investments, although the estimate is conservative. Revenues could be higher, but we still cut expenditures in capital improvements. The revenue estimates are not from the taxpayers. Staff considers this a maintenance only budget. We will maintain existing service and no growth it is a maintenance budget, so no new gravel roads are to be paved and no new resurfacing projects.

5. NEW BUSINESS- FY:2023-2024 ANNUAL BUDGET

- 5.1.** The financial model was used to demonstrate various projections for short and long-term scenarios. Mr. Pudney provided the annual budget summary of the town debt and debt service on page 11. the summary of general fund, utilities, water and sewer, and sanitation department enterprise fund was reviewed.

Mr. Pudney said some property valuation appeals were granted through Watauga and Avery counties' tax assessor's offices, capital purchases, and Public safety vehicles detailed lists were reviewed. There are no new employee positions reiterated Mr. Pudney. The final year of the three-year employee

health dependent care premiums to be increased to 50%. signing bonuses plus meet and they pay 75% of dependent health care costs,

There was discussion regarding the Consumer Price Index statistics and projections, the State Local Government Commission debt limits requirements, the administrative budget, and capital improvements. The COLA projections, fire department chief, police chief salary, and town manager salary. The MAPS Group recommendations and the revised Personnel Policy. Public Works infrastructure, engineering and design costs of various project and GO bond discussion. Public Works sanitation department and maintenance, roadway maintenance and repairs. input requested tax rates into the model and discussed and reviewed financial model projections.

Council has directed staff to keep the fund balance at 50%. Budget cuts, renovations, hardscaping, and the renovation of the old Public Works facility was discussed. As well as a review of the fee schedule, funding and grants, building and permitting and system development fees were input into the financial model.

Mayor Kaufman called a 30 minutes break and to reconvene discussion at after lunch.

6. TOWN COUNCIL COMMENTS

- 6.1.** There was further question and answer period regarding Public Works renovations, projections for next January 2024. As per Mr. Abernethy's instructions, Mr. Pudney manipulated the financial model and input reductions in the ad valorem tax rate and increased the rate. Costs, investing, frugal spending, sanitation fees and charges were discussed as well as long term investing, council additional project requests, roadways, patchwork maintenance and resurfacing costs were evaluated.

Mayor Kaufman noted they are committed to lower taxes and on May 9th is the first public hearing scheduled giving citizens the opportunity to ask questions. May 17 is the next budget work session at 2:00 to give the public another opportunity to speak on budget. Vice Mayor Accardi is in favor of more opportunities to hear the public before June Annual Budget adoption. Mr. Pudney noted that Staff will post the proposed annual budget on May 4th and it will be available online.

Further discussion ensued regarding the General Obligation bond and the requirements working with the LGC. The public would vote on the GO bond in the election, and it must be submitted to the Board of Elections by August and placed on the ballot as the 15-million-dollar GO bond. This is the process if we don't receive State or Federal grants. Mr. Pudney further explained the Lake Coffey/ Lake Santis reservoir water project and financing details.

Mayor Kaufman called for a consensus on the proposed budget and Ms. Melang said she was in favor of the proposed plan. Mr. Abernethy agreed on projecting the 0.65 cents ad valorem rate into the budget, but he wished to look at cutting costs in Public Works department, to which Mr. Accardi agreed until

council members hears the public input on May 17th. Mr. Pudney stated he would continue preparing the budget with Staff as proposed.

7. ADJOURNMENT

- 7.1. There being no further business, Mayor Kaufman requested a motion to adjourn at 12:18 p.m.

Motion

Jimmie Accardi made a motion to adjourn and Barry Kaufman seconded the motion. CARRIED. unanimously.

Town Clerk

Mayor, Town of Beech Mountain



MINUTES

Regular Town Council Meeting

4:00 PM - Tuesday, May 9, 2023
Council Chambers

The Regular Town Council of the Town of Beech Mountain was called to order on Tuesday, May 9, 2023, at 4:00 PM, in the Council Chambers, with the following members present:

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

COUNCIL EXCUSED:

STAFF PRESENT: Attorney Stacy Eggers, IV
Town Manager Bob Pudney
Town Clerk Tamara Mercer
Director of Special Projects Riley Hatch

1. CALL TO ORDER

2. ADOPTION OF AGENDA

- 2.1. Mr. Pudney requested to amend the agenda to include a Resolution opposing SB 317/ HB 562, the proposed legislation amending control over certain subdivision styled 'workforce housing' and similar bills to eliminate local authority over development, to which Mayor Kaufman requested a motion to amend the agenda.

Motion

Jimmie Accardi made a motion to amend the agenda to include a resolution opposing SB 317 /HB 562 which severely restricts local control over workforce housing and Weidner Abernethy seconded the motion. CARRIED. unanimously.

3. INVOCATION- DEWEY CYCLONE BRETT

4. PLEDGE OF ALLEGIANCE

5. PUBLIC HEARING FY: 2023-24 ANNUAL BUDGET

5.1. Annual Budget Public Hearing 1st reading

Mayor Kaufman requested a motion to open the public hearing on the proposed Annual Budget for fiscal year 2023-24 and Vice Mayor Accardi moved to open the Public Hearing and Mr. Abernethy seconded the motion. Motion carried unanimously.

Mr. Tim Curtis of 1414 Beech Mountain Parkway said critical issues facing the town are water supply and infrastructure. The debt from the bond referendums and infrastructure projects were Mr. Curtis' concerns and he wants the town to quantify the impact to the ad valorem tax rate and taxpayers.

Mr. Bob Rusczak of 132 Wintergreen Way questioned cutting the budget, believing it to be a fallacy as revenues and expenses are increasing. He said the town raised taxes and is not revenue neutral. Mr. Rusczak was concerned the budget contained wants versus needs. He asked about paving Tamarack Road and suggested there be level spending.

Mr. Robert McMichael 7110 Pine Ridge Road recognized the hard work and that the goal of the budget is to lower taxes. He did not believe the tax cuts were enough and he expected at least a million-dollars in tax cuts. Mr. McMichael agreed with funding the EMS Station and salaries should provide a living wage. The user fees have increased so he is trying to understand the budget how five-million dollars is spent. He asked these questions last year and wants clear answers.

Mr. Urs Gsteiger of 124 Raven Road has lived here 35 years and he has reviewed the proposed budget and differentiated between needs from wants. There is confusion with the general fund and sanitation fund. Sanitation and water fund are separate from the property tax, which attributes to the General Fund. But our infrastructure is funded by the water and sewer rates said Mr. Gsteiger. Lake Coffey is to be funded by the GO bond, but we may have other sources of funding that project added Mr. Gsteiger. So spending is too high and Mr. Gsteiger disagreed with raising the property taxes to increase the budget. Salary wages have increased and is out of control and Mr. Gsteiger said we only lost a few employees, so raise only those employees who quit not all the employees' wages. The manager and finance officer should provide guidance and with that Mayor Kaufman called time for Mr. Gsteiger's comments.

Mr. Ben Swadley of 207 North Pinnacle Ridge Road contributed to the budget discussion saying homeowners do not want to pay more in taxes, but we have hyperinflation at 20% and this is a resort area. People are attracted to our mountain elevation and water is critical. Our landscape encourages people to come but this is at a cost. Mr. Swadley urged council to continue to support the recreation department as that is low hanging fruit and gets cut first. He argues because of our outdoor recreation experience, hiking and biking trails, we increase our property values. We should continue to grow our recreation department and provide them funding support to succeed said Mr. Swadley.

Motion

Kelly Melang made a motion to close the public hearing and Weidner Abernethy seconded the motion. CARRIED. unanimously.

6. PUBLIC COMMENT

6.1. Mrs. Sandy Carr of 505 Pine Ridge Road said the first Farmers Market is scheduled for June 2nd. The first 100 people will receive a free market bag and a white pine seedling to plant. In partnership with the North Carolina Forestry Department and Parks and Rec Department , we will supply planting instructions. White pine seedlings are fast growing. Ms. Carr added that Beech Mountain is now included in the farmers market mountain area programs with nine other towns. This is free publicity for town and helps families in the fresh produce farmer's market program. Ms. Carr added a thank you to the TDA for providing the market bags.

Mr. Adam Sellers of 105 Cricket Way, moved here three years ago and was concerned with the town's procedures and impervious water flow. He read an email between property owners regarding a ditch culvert and problem with water flow and undergrounds streams. He was concerned with his treatment by the town and had issues with roadway upgrades. It cost him \$350 to report and file his Board of Adjustment case.

Mr. Nick Wilson of 515 Charter Hills Road was concerned with the yard debris pickup as the ordinance only allows for certain pickups per year. Mr. Wilson requests more than four times per year. He also suggested we have a Founder's Day event. Mr. Wilson added that the town is charged with other people's money.

Ms. Therese Barry of 100 Squirrel was concerned with sky lanterns. She said she found one on April 13th and they are illegal. Sky lanterns are hazardous, cause wildfires, and damage to homes. She reported this to the fire department. She suggested short-term rentals receive rules and regulation as burning sky lanterns is not allowed.

No one else elected to speak, and Mayor Kaufman closed the public comment portion of the meeting.

7. BEECH MOUNTAIN RESORT 2022-2023 SEASON REPORT, RYAN COSTIN GENERAL MANAGER

7.1. Mr. Costin did not attend the meeting due to a conflict.

8. CONSENT AGENDA

8.1. Adoption of Minutes April 11, 2023

8.2. Requesting Council Declare the following town owned lots as surplus

Motion

Approve as surplus with order to dispose.

- 8.3. Advertise Delinquent Property Taxes
- 8.4. Revised Agenda to include Resolution No. 2023-06, a Resolution Opposing Senate Bill 317/ House Bill 562

Motion

Weidner Abernethy made a motion to approve consent agenda to include: Adoption of Minutes April 11, 2023, Declare surplus of town owned lots to be sold on auction: 506 St. Andrews Road, 222 Greenbriar Road, 133 W. Blueberry Lane, 234 Wild Daisy Lane, 222 Dogwood Lane, 159 Wild Daisy Lane, 109 Greenbriar Road, order to advertise 2022 delinquent property taxes, Resolution No. 2023-06 - Resolution Opposing SB 317/ HB 562, and Kelly Melang seconded the motion. CARRIED. unanimously.

9. NEW BUSINESS

- 9.1. General Obligation Bond Resolution, Intent to apply to LGC

In response to Councilmember Abernethy's question regarding the General Obligation Bond addressed last month, Mr. Pudney said that this process allows Staff to publish the advertisement. The published notice states that citizens are allowed to appeal by filing a written objection with Local Government Commission.

Motion

Weidner Abernethy made a motion to approve the Intent to apply to Local Government Commission and posting the notification for citizens who wish to appeal the General Obligation Bond and Kelly Melang seconded the motion. CARRIED. unanimously.

- 9.2. National Police Week Proclamation

Mayor Kaufman read the National Police Week Proclamations which honors our police department and all law enforcement personnel.

- 9.3. TDA board member vacancy

Due to the resignation by Tourism Development board member Kendall Cox, Mayor Kaufman nominated Dr. Donald Carringer to the vacant seat.

Motion

Kelly Melang made a motion to appoint Dr. Donald Carringer to the vacant position on the Tourism Development Authority to a term expiring December 2026 and Jimmie Accardi seconded the motion. CARRIED. unanimously.

10. TOWN MANAGER AND STAFF REPORTS

- 10.1. Town Manager's report and 'hello to John Hoffmann watching on the Town's live stream channel!

Mr. Pudney noted that at the mayors and managers' meeting today, the Town of Blowing Rock, Boone, Seven Devils, and Beech Mountain share the same problems and are working together to address issues in our region.

- Watauga Mayors' and Managers' Luncheon hosted by Beech Mountain
- Town Hall/ Visitor Center expansion and renovation
- Lake Coffey/ Lake Santis reservoir
- Skiloft Road area project
- Wayfinding signage and town beautification
- Genesis site cleanup at Buckeye Lake
- Annual Budget work session FY:2023-2024 May 17th at 2:00 pm

On June 15th at the Beech Mountain Club, we host our regional Economic Development Commission. This is a large group of influential local leaders including Appalachian State's representatives and Watauga county's staff to address workforce housing.

10.2. Budget and Financial Report - March 2023

10.3. Police Department Monthly Report

10.4. Fire Department Monthly Report

10.5. April Parks and Recreation Report 2023

10.6. Planning and Inspections Report for 2023-04

10.7. TDA Report May 2023

10.8. Monthly DOI Report

11. TOWN COUNCIL COMMENTS

11.1. Vice Mayor Accardi said the last seven months have been a culmination of working on the annual budget. Emphasis has been on a 'maintenance' budget. May 17th is the Town Hall meeting where council hears citizens comments and suggestions at the budget workshop, and he encouraged citizens to attend and voice concerns to council.

Councilmember Abernethy was concerned with public comment time limits, favoring allowing more time. The old Public Works facility should be renovated and repaired as assets cost more if we kick the can down the road. The landscaping, new signs and rock walls look good and is an improvement from three years ago. The EMS Station and roadway progress are needs not wants. It is a disservice to not take care of Tamarack Road.

Councilmember Abernethy said due to the labor shortage, employee salaries and wages are up 72% in the corporate workplace. He supports the COLA increase. Over the years there has been a minimal COLA increase and he guesstimates we were lower than the marketplace. The backbone of the community is our employees. We can't cut services like the Police Department, then tell council to also stop infrastructure projects moving forward.

Councilmember Melang approves of this proposed budget. She added that we cannot cut the Parks and Recreation budget. The Rec Center and Beech Mountain events and outdoors programs are needed. She agreed with supporting the Staff and employees and supports the resolution addressing workforce housing. This summer's resort shows have big names such as Cheryl Crow. Mr. Costin could not attend but he would have highlighted this concert series.

In response to Mr. Gsteiger's suggestion, Mayor Kaufman said it was unrealistic to increase the pay of only one employee. We are competing with other towns in salary, healthcare, life-time benefits, so the police vehicle take-home program helps retain employees. Employee benefits costs have increased, and employees now pay 50% of family healthcare. Three years ago we implemented the plan for the cost increases to the employees said Mayor Kaufman.

Mayor Kaufman requested a motion to be recused to close session, and vice Mayor Accardi moved to go into executive session pursuant to NC GS 143-318.11 (a)(3) Attorney Client Matters.

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

- 12.1. Mayor Kaufman reconvened the regular portion of the meeting and Vice Mayor Accardi moved to reconvene and Mr. Abernethy seconded the motion.

Mayor Kaufman requested a motion to proceed to allow Staff to proceed with the Skiloft area project.

Motion

Kelly Melang made a motion to allow Staff to proceed with the Skiloft area project and Jimmie Accardi seconded the motion. CARRIED. unanimously.

13. ADJOURNMENT

- 13.1. There being no further business, Mayor Kaufman requested a motion to adjourn the meeting at 6:30 p.m.

Motion

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

Town Clerk

Mayor, Town of Beech Mountain



MINUTES

Town Council FY: 2023-2024 Budget Retreat Meeting

2:00 PM - Wednesday, May 17, 2023
Council Chambers

The Town Council FY: 2023-2024 Budget Retreat of the Town of Beech Mountain was called to order on Wednesday, May 17, 2023, at 2:00 PM, in the Council Chambers, with the following members present:

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

**COUNCIL
EXCUSED:**

**STAFF
PRESENT:** Town Manager Bob Pudney
Town Clerk Tamara Mercer
Director of Special Projects Riley Hatch

1. CALL TO ORDER

1.1. Mayor Kaufman opened the meeting and reviewed the order of business.

2. ADOPTION OF AGENDA

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

Motion

Jimmie Accardi made a motion to adopt the agenda and Weidner Abernethy seconded the motion. CARRIED. unanimously.

3. PUBLIC COMMENTS

3.1. Mr. Robert McMichael of 710 Pine Ridge Road said he wants an explanation for an extra 5-million dollars spent. Mr. McMichael commented that there was a flip-flop on the budget stance.

Mr. Frank Steele of 107 Christy Way said he has been in management since 2010. He cautioned not to be irresponsible, pay attention to budget matters, and be respectful and serve the people. Watch tax and price increases. Better the overall condition of the community and staff. It is easy to spend other people's money. Mr. Steele did not agree with the five-minute rule

for public comment. The budget impacts all of us and we need to have a better place to live for future generations. Double the manager's salary to keep Bob, said Mr. Steele, but be careful with budgets.

4. FY: 2023-2024 PROPOSED ANNUAL BUDGET

4.1. Mr. Pudney noted that there were no changes to the proposed budget as per Council's instructions at the last Public Hearing and meeting. He reviewed the questions posed by the public now and during the last few meetings, and he provided explanations for the budget calculations.

Mr. Pudney said the administrative budget line item has increased in the last four budget years. Reporting has changed in how we share the capital expenditures. He said the finance statements have moved the capital expenditure line item to the administration budget in order to separate it out and to provide details. In the budget, some department capital expenditures were transferred to administration for transparency. This increased the bottom line in the administrative budget, so it increased to 1.6 million and this inflated those numbers. Councilmember Abernethy agreed that it is more transparent now and easier to read and identified the costs. The explanations from each department are detailed and are now accounted for in the administrative budget and Mr. Pudney stated this is also in the manager's message.

There was further discussion on the police department take-home vehicles, recruitment and retention, and the cost savings benefit to the Police Department, the competitive employment marketplace and vehicle costs. The cost to train new recruits are on average is tens of thousands as we invest in BLET training, etc., said Mr. Pudney.

There was further discussion on employee benefits and healthcare costs, sign-on bonuses (which is offered by other towns), payroll costs, and salary adjustments. Mr. Pudney noted the MAPS salary and position study, and the personnel policy update, and monitoring the employment marketplace. The Public Works Department budget and projects were discussed as well as the EMS Station budget at \$480,000 which was moved from the Administration budget to the Fire Department budget. The costs will continue going forward and it is five cents per ad valorem tax rate.

The CPI multiplier in the financial model was used for budgeting and long-term forecasts. The Recreation Department increased revenue with fees charged and took over landscaping/beautification duties, holiday lights, sled hill and the parking lot operations. The Parks and Recreation Department is the recipient of the TDA monies. That is reflected in the \$800,000 grant from the TDA.

The proposed COLA increase is 5%. The CPI index is 6.7 % according to U.S. Labor Statistics. To compare, noted Mr. Pudney, the State budgeted 10%, Banner Elk 8%, and Watauga County budgeted 10%. To implement that pay plan is \$87,000 increase to the budget.

Mr. Pudney addressed the revenue neutral comments from the public. The reevaluation of properties assessed double values. Revenue neutral would have been at .42 per one hundred value of ad valorem taxes. Our EMS Station cost is .5, the cost for the proposed COLA is .13, Public Works Department costs for paving and gravel is .11, debt on capital purchase .03, becomes .642 it was recommended at .65cents (PLEASE give me these numbers!?)

Mr. Pudney addressed a comment from the last Public Hearing that personnel costs are up 75% stated on May 9th. Over the last 5 years we increased the number of employees and increased salaries. Due to substantial increase in personnel, 50 to 83 employees, and with adding seasonal Public Works employees, camp counselors, and additional full-time staff; the Town's operational costs have increased. To which Councilmember Abernethy asked if we cut services due to the growth of town or lose employees due to the job marketplace? Economic impacts, infrastructure investments, double the full-time residential population, building permit management, Parks and Recreation programs and beautification, all costs money and managing our fiduciary duty is the purview of the Town.

5. TOWN COUNCIL COMMENTS

- 5.1.** There was a general question and answer period about procedures and processes, funding mechanisms and budget projections. The operating budget and grant monies, G.O. Bond and FEMA funding and other options are being pursued. No changes to the proposed budget were suggested by council members.

Councilmember Abernethy suggested the town host softball tournaments in our area for future exposure and marketing. There being no further business, Mayor Kaufman closed the meeting.

6. ADJOURNMENT

Town Clerk

Mayor, Town of Beech Mountain



COUNCIL ACTION ITEM

TO: Town Council
FROM: Tamara Mercer
DATE: June 13, 2023
SUBJECT: Board meeting calendar schedule TDA change request

FOR THE PURPOSE OF:

Tourism Development Authority board members request a meeting date change for their regular scheduled meetings to the 3rd Wednesday of the month at 9:00 a.m. to be held at the Public Works conference room. Please see attached revised Council and Boards Meeting Calendar update for consideration.

Also note Town Council and Board of Adjustment meeting location to remain held at Council Chambers, and all other boards except TDA, to be held at Buckeye Recreation Center.

SIGNATURES:

Town Manager

Town Clerk



Town of Beech Mountain
2023 Town Council Regular Meetings and Retreat/Work Sessions & Town Boards' Meeting Schedule
January - June

| Board | Day of Month* | Time | January | February | March | April | May | June |
|---------------------------------------|-------------------------|---|---------------------|----------|---------|----------------------|--------------------|---------|
| *Town Council- Regular Meeting | 2nd Tuesday | 4:00:00 PM - Public Meeting Closed Session follows if scheduled | 1/10/23 | 2/14/23 | 3/14/23 | 4/11/23 | 5/9/23 | 6/13/23 |
| *Town Council | Retreat/ Worksession | please note date and times may vary | 1/25/23 @ 8:30am | | | 4/18/2023 @ 10:00 | 5/17/2023 @2:00 | |
| Planning Board | Last Tuesday | 9:00 AM | 1/31 | 2/28 | 3/28 | 4/25 | 5/30 | 6/27 |
| Rec Committee @ Buckeye Rec Center | 1st Thursday | 8:30 AM | 1/5 | 2/2 | 3/2 | 4/6 | 5/4 | 6/1 |
| TDA @Public Works conference rm | 3rd Wednesday | 9:00 AM | *1/19/2023 | 2/21 | 3/21 | TBD | 5/16 | 6/21 |
| Board of Adjustment | 1st Tuesday | 4:00 PM | 1/3 | 2/7 | 3/7 | 4/4 | 5/2 | 6/6 |
| Tree Committee | 1st Monday | 10:00 AM | 1/2 | 2/6 | 3/6 | 4/3 | 5/1 | 6/5 |
| Chamber of Commerce | 2nd Monday | 4:00 PM | 1/9 | 2/13 | 3/13 | 4/10 | 5/8 | 6/12 |
| Historical Society | 3rd Tuesday | 1:00 PM | | | | | 5/16 | 6/20 |

July - December

| Board | Day of Month* | Time | July | August | September | October | November | December |
|-------------------------------------|---------------|---|---------|--------|-----------|----------|----------|-------------|
| Town Council-regular | 2nd Tuesday | 4:00:00 PM - Public Meeting Closed Session follows if scheduled | 7/11/23 | 8/8/23 | 9/12/23 | 10/10/23 | 11/14/23 | 12/12/23 |
| *Town Council Town Hall meeting | | *At Buckeye Rec Center | | TBD | | | | |
| Planning Board | Last Tuesday | 9:00 AM | 7/25 | 8/29 | 9/26 | 10/31 | 11/28 | *12/19/2023 |
| Rec Committee @ Buckeye Rec | 1st Thursday | 8:30 AM | 7/6 | 8/3 | 9/7 | 10/5 | 11/2 | 12/7 |
| TDA @ Public Works conference rm | 3rd Wednesday | 9:00 AM | 7/19 | 8/16 | 9/20 | 10/18 | 11/15 | 12/20 |



| | | | | | | | | |
|---|-------------|----------|------------|------|------|-------|-------|-------|
| Board of Adjustment | 1st Tuesday | 4:00 PM | *7/18/2023 | 8/1 | 9/5 | 10/3 | 11/7 | 12/5 |
| Tree Committee | 1st Monday | 10:00 AM | 7/3 | 8/7 | 9/11 | 10/2 | 11/7 | 12/4 |
| Chamber of Commerce | 2nd Monday | 4:00 PM | 7/10 | 8/14 | 9/11 | 10/9 | 11/13 | 12/11 |
| Historical Society | 3rd Tuesday | 1:00 PM | 7/18 | 8/15 | 9/19 | 10/17 | | |
| * Dates highlighted in yellow indicate a change in the regular meeting date due to a scheduling conflict or due to Holidays | | | | | | | | |

Due to construction at Town Hall some locations have changed please see below.

| | | | | | | | | |
|--|--|--|--|--|--|--|--|--|
| Town Council and Board of Adjustment meeting location is Town Hall Council Chambers. | | | | | | | | |
| TDA meeting location is Public Works conference room 116 Bark Park Way. | | | | | | | | |
| All other Boards meet at Buckeye Recreation Center 1330 Pine Ridge Rd. | | | | | | | | |
| Town Council meeting are live streamed via the website and available on the YouTube channel and posted via the Archive section in the Town's website in the Civic Engagement Portal and available at access point: | | | | | | | | |
| https://townofbeechmountain.civicweb.net/Portal/ | | | | | | | | |
| www.townofbeechmountain.com | | | | | | | | |
| Revised & Adopted 6/13/2023 at the regular Council meeting | | | | | | | | |



RESOLUTION

TO: Beech Mountain Town Council
FROM: Bob Pudney
DATE: June 13, 2023
SUBJECT: Resolution of Acceptance of Grant Funding

FOR THE PURPOSE OF:

Resolution of Acceptance of funding and promise to complete NCDEQ approved Project No. AIA-W-ARP-0049 also known as the Grassy Gap WWTP Sewershed Study.

ATTACHED FOR YOUR CONSIDERATION:

Resolution #2023-07

STAFF RECOMMENDATION:

Approve

SIGNATURES:

Town Manager

Town Clerk



Resolution 2023-07

Town of Beech Mountain
North Carolina

Date: 6/13/2023

**RESOLUTION BY THE TOWN COUNCIL
OF THE TOWN OF BEECH MOUNTAIN, NORTH CAROLINA
ACCEPTING THE STATE GRANT FOR
THE GRASSY GAP WWTP SEWERSHED STUDY
(NCDEQ-DWI Project No. E-AIA-W-ARP-0049)**

WHEREAS, the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund was established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of **\$400,000** to perform an Asset Inventory and Assessment study detailed in the submitted application, and

WHEREAS, the Town of Beech Mountain intends to perform said project in accordance with the agreed scope of work,

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

That Town of Beech Mountain does hereby accept the American Rescue Plan (ARP) offer of \$400,000.

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 Robert Pudney, Town Manager, 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; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

TOWN OF BEECH MOUNTAIN

RESOLUTION 2023-07

Adopted this the 13th day of June 2023 at Beech Mountain, North Carolina.

Barry Kaufman, Mayor

ATTEST:

Tamara Mercer, Town Clerk

(Seal)



ORDINANCE

TO: Town Council
FROM: Steve Smith
DATE: June 13, 2023
SUBJECT: Approve creation of Capital Grant Project Budget Ordinance

FOR THE PURPOSE OF:

Capital Grant Project Budget Ordinance to be created for NCDEQ Project #E-AIA-W-ARP-0049 as required by North Carolina General Statutes.

ATTACHED FOR YOUR CONSIDERATION:

Capital Budget Ordinance No. 2023-02

STAFF RECOMMENDATION:

Approve

SIGNATURES:

Town Manager

Town Clerk



Ordinance 2023-02

Town of Beech Mountain
North Carolina

Date: 06/13/2023

**CAPITAL BUDGET ORDINANCE No. 2023-02
TOWN OF BEECH MOUNTAIN**

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

Capital Project Budget Ordinance

**The Grassy Gap WWTP Sewershed Study
American Rescue Plan-Earmarked
NCDEQ Project # E-AIA-W-ARP-0049**

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 Grassy Gap WWTP Swereshed Study to be financed by a State Fiscal Recovery Fund, This project will study the condition of the sewer system in the Grassy Gap WWTP Sewershed in accordance with agreed scope of work.

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

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

| | |
|--|------------------|
| Flow Meter Rental | \$30,000 |
| Sewer Camera Purchase | 40,000 |
| Engineering | 218,000 |
| Contracted Excavation & Miscellaneous Services | 17,000 |
| Contracted Sewer Camera Inspections | 95,000 |
| Total | \$400,000 |

Section 4. The following revenues are anticipated to be available to complete this project:

| | |
|---------------------------------------|------------------|
| State Fiscal Recovery Fund ARPA Grant | \$400,000 |
| Total | \$400,000 |

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.

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 13th day of June 2023 at Beech Mountain, North Carolina.

Barry Kaufman, Mayor

ATTEST:

Tamara Mercer, Town Clerk

(Seal)



COUNCIL ACTION ITEM

TO: Town Council
FROM: Steve Smith
DATE: June 13, 2023
SUBJECT: Budget Amendment #2023-05

FOR THE PURPOSE OF:

To amend the current FY 2023 budget to transfer items to the Town Hall / Visitor Center Capital Project, increase the county sales tax reimbursement, increase the General Fund debt service line items and to bring the tax department into compliance. In the Utility Fund to increase the Transfer to Capital Reserve due to increase in Availability Fees. Also in the Utility Fund an appropriation for the Acorn Ln sewer line installation and appropriation for to cover the remainder of the year mostly as a hedge against being over budget.

ATTACHED FOR YOUR CONSIDERATION:

Amendment #2023-05

STAFF RECOMMENDATION:

Approve

SIGNATURES:

Town Manager

Town Clerk

**TOWN OF BEECH MOUNTAIN, NORTH CAROLINA
 FY2023 BUDGET ORDINANCE
 AMENDMENT # 2023-05**

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

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

A. EXPENDITURES

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

a. General Fund:

| | |
|---|---------------|
| 1. Transfer to Capital Project (Town Hall Renovation) | \$ 275,000 |
| 2. Transfer to Capital Project (Town Hall Renovation) | 89,848 |
| 3. Transfer to Capital Project (Town Hall Renovation) | 160,152 |
| 4. Visitor Center Capital Outlay | (525,000) |
| 5. Sales Tax – County Reimbursement | 200,000 |
| 6. Debt Service | 47,000 |
| 7. Tax Collections | <u>15,500</u> |

TOTAL ADJUSTMENT TO EXPENDITURES \$ 262,500

B. REVENUES

2. To provide for the adjustments to revenues:

b. General Fund:

| | |
|------------------------|-------------------|
| 1. Investment Earnings | \$ <u>262,500</u> |
|------------------------|-------------------|

TOTAL ADJUSTMENT TO REVENUE \$ 262,500

| | |
|---|-----------------------------|
| C. FY 2022-2023 General Fund Original Budget | \$ 10,683,201 |
| FY 2022-2023 Amendment #2 | 126,661 |
| FY 2022-2023 Amendment #3 | 51,076 |
| FY 2022-2023 Amendment #4 | 41,702 |
| FY 2022-2023 Amendment #5 | 262,500 |
| FY 2022-2023 General Fund Current | \$ <u>11,165,140</u> |

| | | |
|----|--|-----------------------|
| D. | EXPENDITURES | |
| | 3. To provide for increases and /or (decreases) in existing Funds: | |
| | c. Water / Wastewater Utility | |
| | 8. Transfer to Capital Reserve | \$ 275,000 |
| | 9. Taps & System Capital Outlay | 150,000 |
| | 10. Transfer to Source Water Development | 5,000 |
| | 11. Utility Administration | 90,000 |
| | TOTAL ADJUSTMENT TO EXPENDITURES | <u>\$ 520,000</u> |
| E. | REVENUES | |
| | 4. To provide for the adjustments to revenues: | |
| | d. Utility Fund: | |
| | 8. Availability Fees | \$ 275,000 |
| | 9. Metered Sales – Sewer | 150,000 |
| | 10. Metered Sales – Water | 95,000 |
| | TOTAL ADJUSTMENT TO REVENUE | <u>\$ 520,000</u> |
| A. | FY 2022-2023 Utility Fund Original Budget | \$ 3,464,925 |
| | FY 2022-2023 Amendment #2 | 17,215 |
| | FY 2022-2023 Amendment #3 | - |
| | FY 2022-2023 Amendment #4 | - |
| | FY 2022-2023 Amendment #5 | <u>520,000</u> |
| | FY 2022-2023 Utility Fund Current | \$ 4,002,140 |
| F. | EXPENDITURES | |
| | 5. To provide for increases and /or (decreases) in existing Funds: | |
| | e. Sanitation Utility Fund | |
| | 12. Debt Service (Public Works Facility) | (47,000) |
| | TOTAL ADJUSTMENT TO EXPENDITURES | <u>\$ (47,000)</u> |

G. REVENUES

6. To provide for the adjustments to revenues:

f. Sanitation Utility Fund:

13. Fund Balance Appropriated (47,000)

TOTAL ADJUSTMENT TO REVENUE \$(47,000)

| | | |
|-----------|---|--------------------------|
| B. | FY 2022-2023 Sanitation Fund Original Budget | \$ 858,802 |
| | FY 2022-2023 Amendment #2 | 3,000 |
| | FY 2022-2023 Amendment #3 | - |
| | FY 2022-2023 Amendment #4 | - |
| | FY 2022-2023 Amendment #5 | - |
| | FY 2022-2023 Utility Fund Current | <u>\$ 861,802</u> |

APPROVED THIS THE 13th Day of June 2023

Tamara Mercer, Clerk

Barry Kaufman, Mayor



COUNCIL ACTION ITEM

TO: Mayor and Town Council Members
FROM: Bob Pudney
DATE: June 13, 2023
SUBJECT: Wynn Park Addition

FOR THE PURPOSE OF:

Permission is requested to accept a grant of up to \$20,000.00 for the construction of a Fire Department memorial at Wynn Park.

The project will be funded at 100% of Construction costs by the Beech Mountain Volunteer Fire Department, Inc. Future maintenance will be handled by the Town. The Beech Mountain Volunteer Fire Department, Inc. Board of Directors formally approved the design and funding at their June 7, 2023 meeting.

STAFF RECOMMENDATION:

Staff recommends approval.

SIGNATURES:

Town Manager

Town Clerk



Wynn Memorial Park

Phase 2 Proposal

Presented to BMVFD Board of Directors

17:30 June 7th, 2022

BACKGROUND

Wynn Memorial Park and the Mooradian Remembrance Gardens were founded in 2021 to revitalize the memorial for Bob Wynn, a former BMVFD firefighter who perished in the line of duty in Wrightsville Beach in 1981, as well as to honor Reub and Barbara Mooradian for their many years of service and dedication to BMVFD and the Town of Beech Mountain. A Maltese Cross landscape path was created around the rebuilt Wynn Monument, and 3 flagpoles were erected in the Mooradian Garden along the Town Greenway.

The Park was dedicated on July 4th, 2021, during the Town's 40th anniversary with many current and past members of the department, family of Bob Wynn, and several community members in attendance. The park has been maintained by the Town Parks and Rec staff since its opening.

The Park is mainly located on the east side of the greenway, between the path and the former recycling center. A large grass area is present between the greenway path and the Beech Mountain Parkway. This area is easily seen from the Parkway and is a prime location for park expansion, as it will allow the park to be located on both sides of the greenway path.

PROPOSAL

2023 is the Department's 50th Anniversary. The Department has been fortunate to have many important members who have dedicated their time and service to make the community a better place. These members deserve to be recognized for their service in a permanent fashion. The Phase 2 proposal achieves this through a permanent monument constructed in a similar fashion to the existing Wynn Park structures.

A two-part "winged" monument will be capped with a quartz slab, on which the Lifetime Members of the department will be displayed on 8"x3" bronze plaques. A bench will be located between the wings, on which the Fire Chiefs of the department will be displayed on the same size bronze plaques. For each display, center plaques will be installed to catch the eye of pedestrians walking by. Behind the monument, a second garden wall will be built that will house a 2-sided sign to denote the park from both directions of the Parkway. Pea gravel paths and landscaped mulch beds will connect the newly constructed monument to the greenway path, and back to the existing parts of the park. The anticipated completion date is September 2023, with a community grand opening.

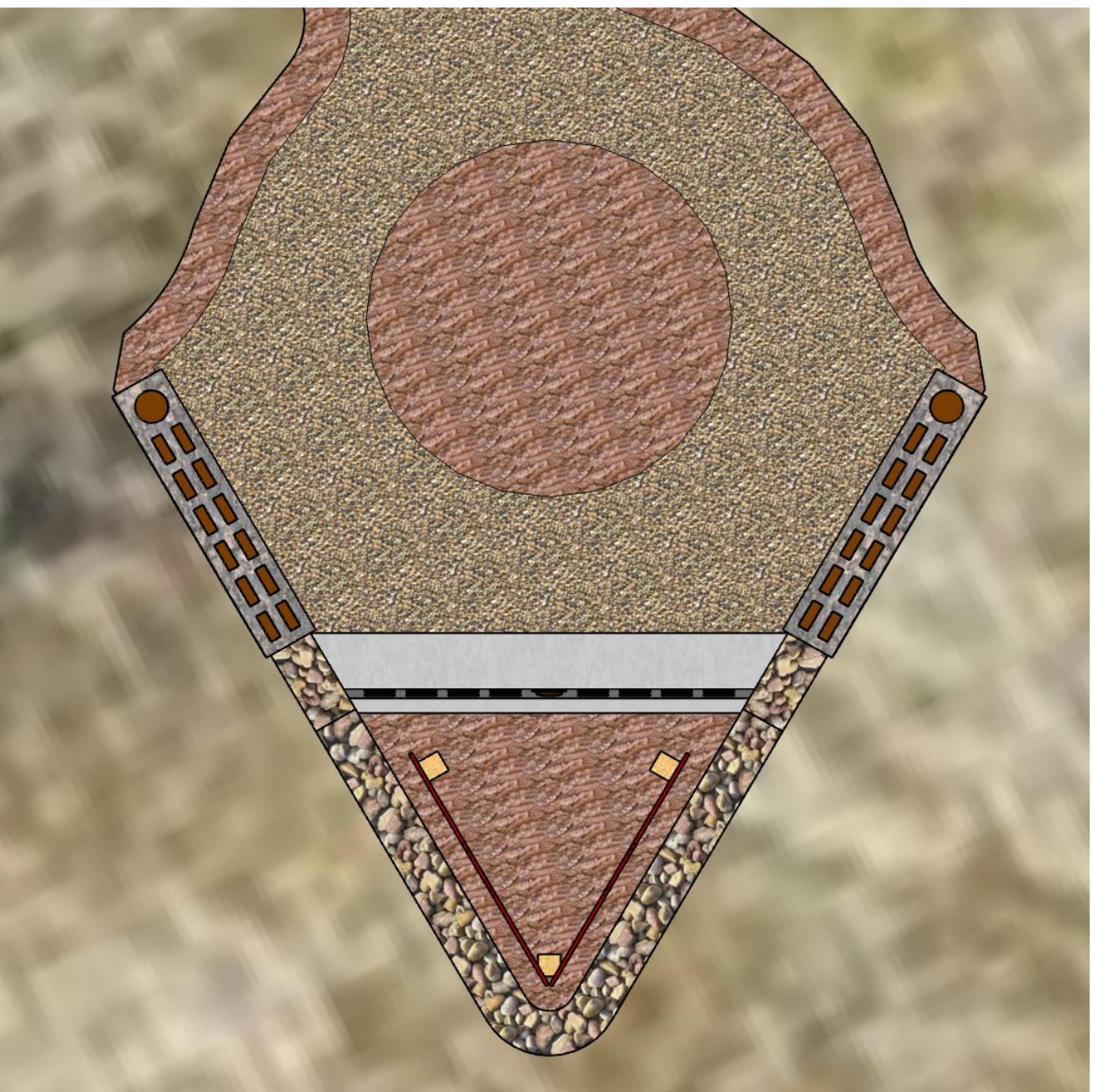
The expansion has been designed with the future in mind. There are several remaining spaces for future Lifetime Members and Fire Chiefs (up to 28 Lifetime Members and 16 Chiefs based on the current design). The simplistic design of the nameplates will allow for easy addition in the future. The pea gravel and plants will be low maintenance, with little need for heavy watering after the first year and the occasional regravelling to fill in compacted pea gravel areas. Should 28 Lifetime Members be exceeded, space is available for future park additions.

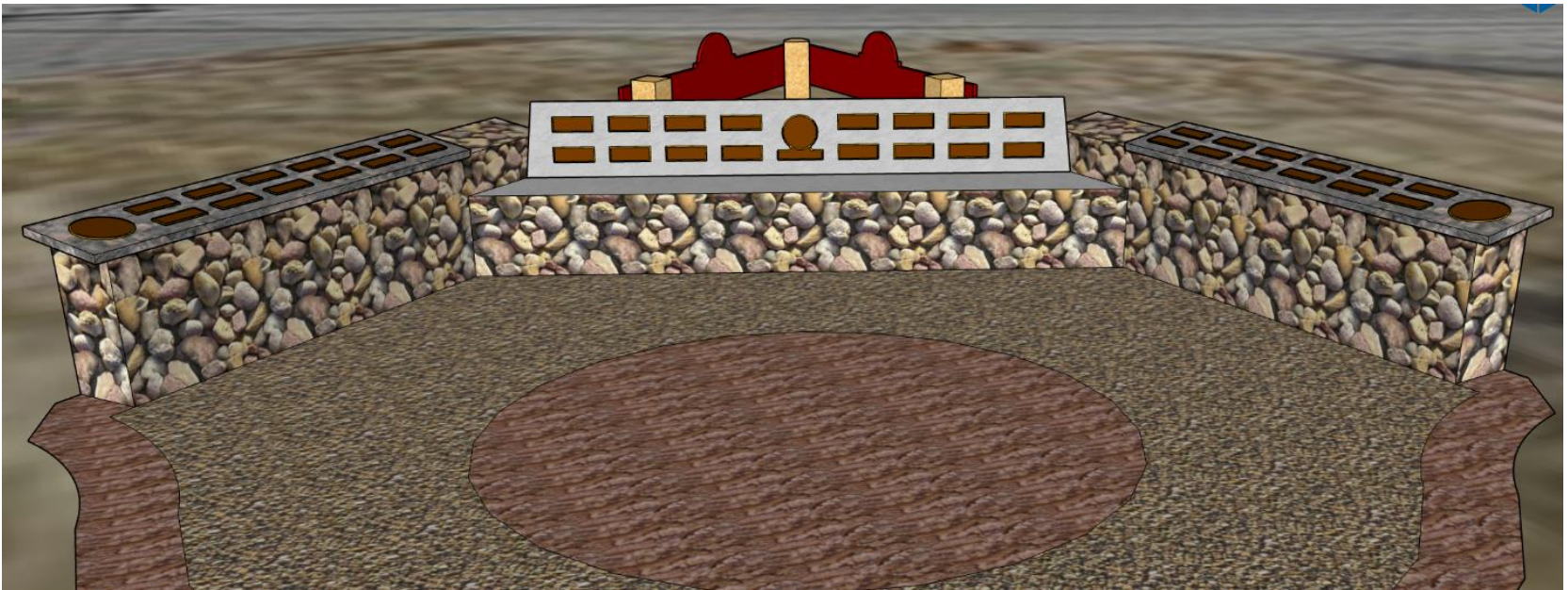
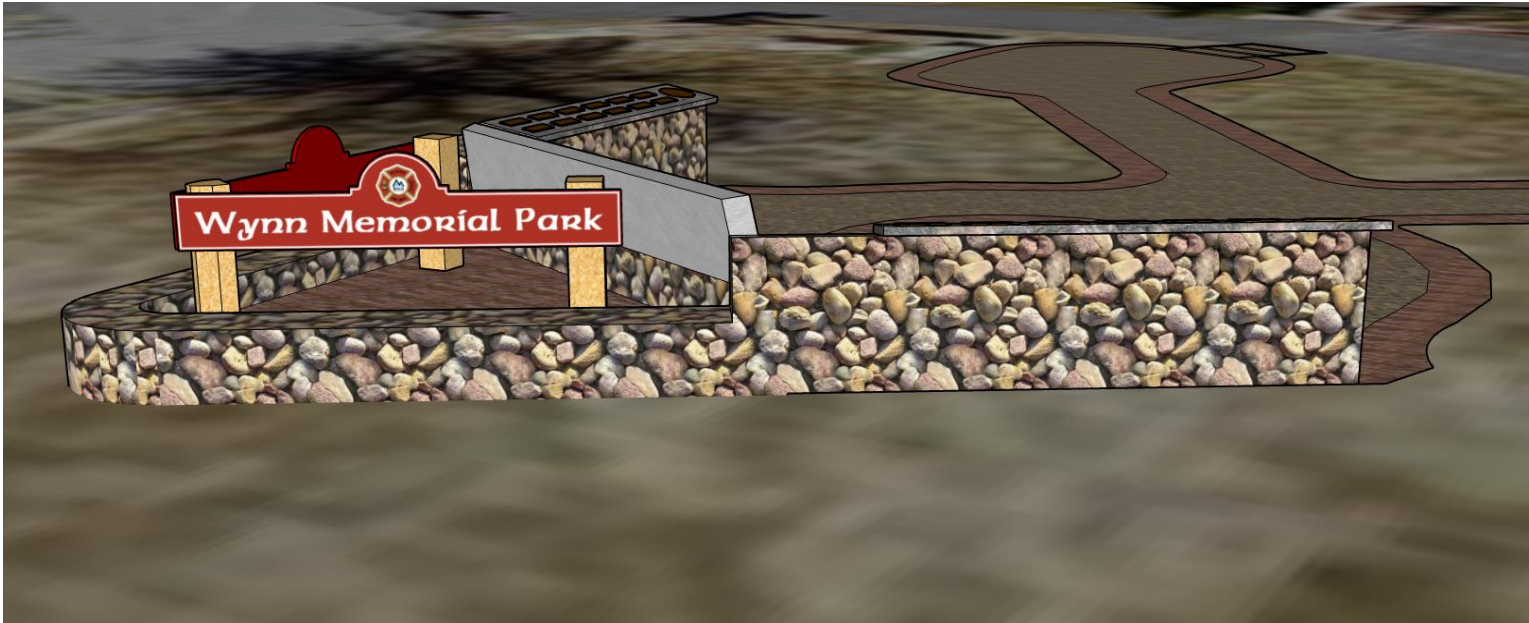
REQUEST

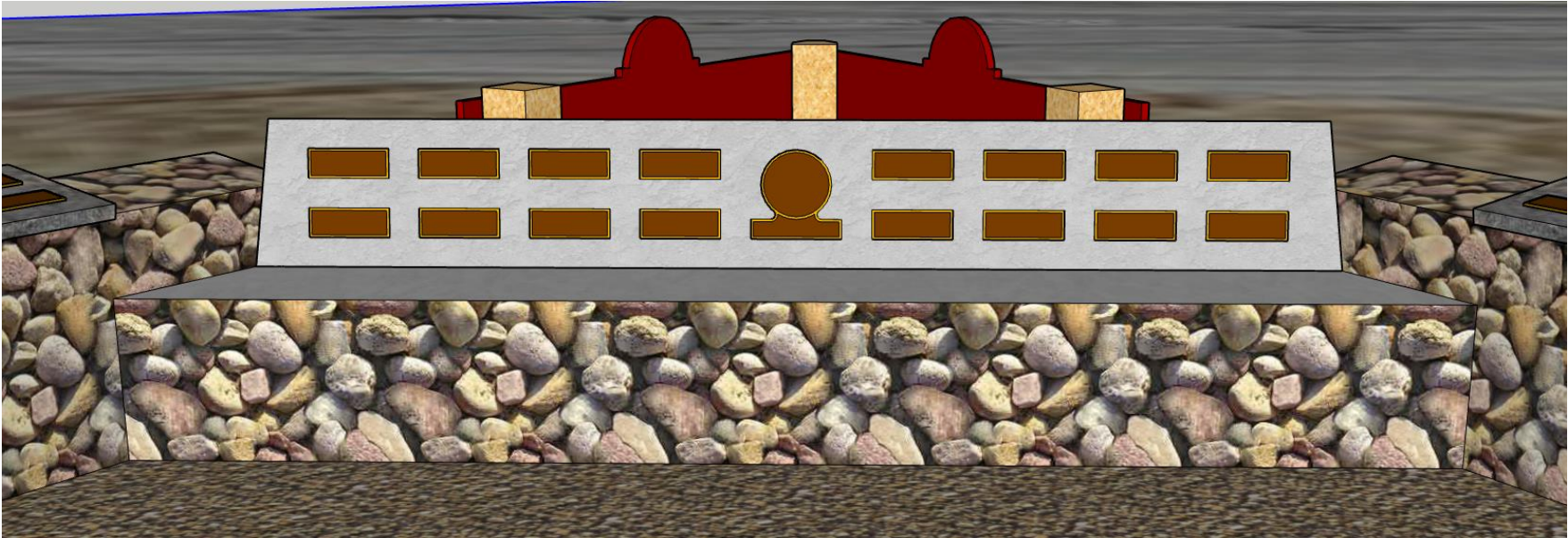
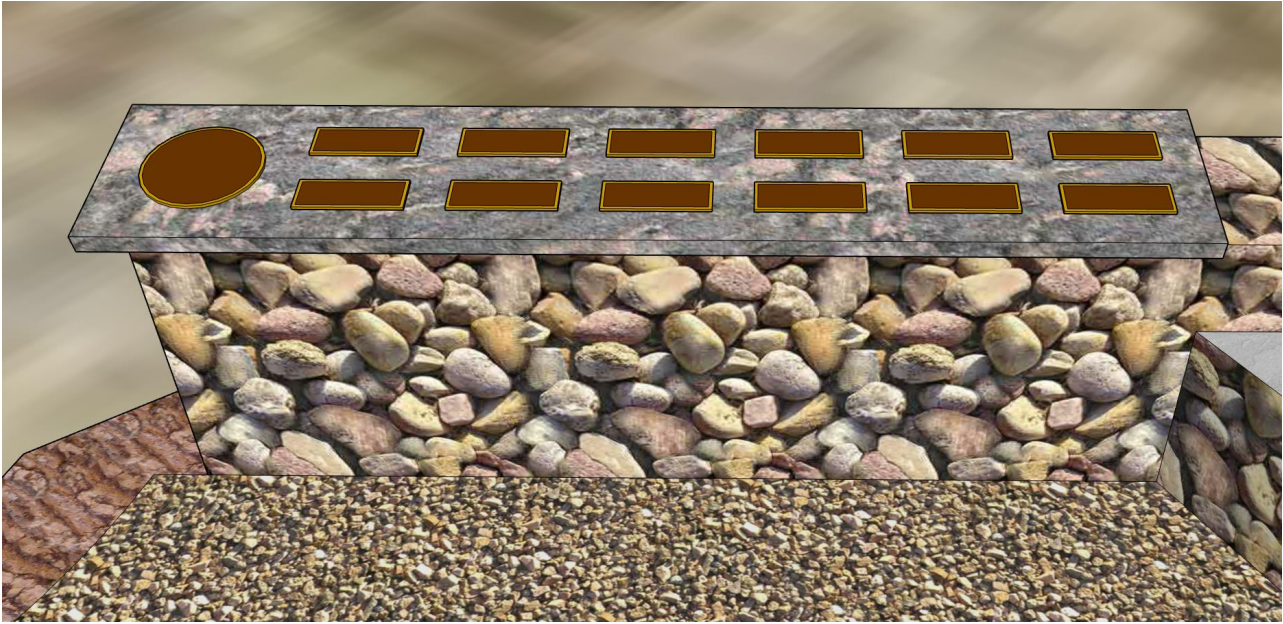
Quotes have been obtained for the components of the park expansion. We are asking the board of directors for \$20,000 to help complete Phase 2 of this park during the 50th Anniversary of BMVFD. These funds will go towards: building the rock wall and bench, purchasing plaques and quartz slabs, and purchasing the sign for the front of the park. The Town has graciously offered to fund and provide the labor for the landscaping portions of the park, which is approximately \$2,000 of materials and would include the pea gravel, mulch, plants, site grading, and other components of the park.

Thank you to the Board for your consideration of this project that will serve as a lasting dedication to our Department and community.









PAST FIRE CHIEFS CENTER PLAQUE

- 9"X9" Bronze Plaque
- Custom cutout around bugles



LIFETIME MEMBERS PLAQUES

- 9”X9” Bronze Plaque
- Custom cutout around cross





RESOLUTION

TO: Beech Mountain Town Council
FROM: Steve Smith
DATE: June 13, 2023
SUBJECT: Introduction of the Bond Order

FOR THE PURPOSE OF:

Introduction of the Bond Order authorizing the issuance of \$15,000,000 General Obligation Water System Bonds of the Town of Beech Mountain, North Carolina

ATTACHED FOR YOUR CONSIDERATION:

Introduction of the Bond Order

STAFF RECOMMENDATION:

Motion to approve the introduction of the Bond Order entitled BOND ORDER AUTHORIZING THE ISSUANCE OF \$15,000,000 GENERAL OBLIGATION WATER SYSTEM BONDS OF THE TOWN OF BEECH MOUNTAIN, NORTH CAROLINA.

SIGNATURES:

Town Manager

Town Clerk



Resolution # 2023-08

**Town of Beech Mountain
North Carolina**

Date: 6/13/2023

**BOND ORDER AUTHORIZING THE ISSUANCE OF \$15,000,000 GENERAL OBLIGATION
WATER SYSTEM BONDS OF THE TOWN OF BEECH MOUNTAIN, NORTH CAROLINA**

WHEREAS, the Town Council of the Town of Beech Mountain, North Carolina has ascertained and hereby determines that it is necessary to pay capital costs of improving the Town of Beech Mountain's water system, including, without limitation, the acquisition, construction and installation of a reservoir and related pumping station, pipes and improvements, and other facilities and equipment for the supply, storage, treatment and distribution of water; and

WHEREAS, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Local Government Commission approval of the General Obligation Water System Bonds hereinafter described as required by the Local Government Bond Act, and the Town Clerk has notified the Town Council that the application has been accepted for submission to the Local Government Commission.

NOW, THEREFORE, BE IT ORDERED by the Town Council of the Town of Beech Mountain, North Carolina, as follows:

Section 1. In order to raise the money required for the purposes described above, in addition to any funds which may be made available for such purpose from any other source, General Obligation Water System Bonds of the Town are hereby authorized and shall be issued pursuant to the Local Government Finance Act of North Carolina. The maximum aggregate principal amount of such General Obligation Water System Bonds authorized by this order shall be \$15,000,000.

Section 2. Taxes will be levied in an amount sufficient to pay the principal and interest on the General Obligation Water System Bonds.

Section 3. A sworn statement of the Town's debt has been filed with the Town Clerk and is open to public inspection.

Section 4. This bond order will take effect when approved by the voters of the Town at a referendum scheduled for November 7, 2023.

The foregoing bond order was read by title and introduced by the Town Council of the Town of Beech Mountain, North Carolina this 13th day of June, 2023.



Resolution # 2023-08

**Town of Beech Mountain
North Carolina**

Barry Kaufman, Mayor
Town of Beech Mountain, North Carolina

ATTEST:

Tamara Mercer, Town Clerk, CMC, NCCMC
Town of Beech Mountain, North Carolina

STATE OF NORTH CAROLINA)
)
TOWN OF BEECH MOUNTAIN) SS:

I, Tamara Mercer, Town Clerk of the Town of Beech Mountain, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of so much of the proceedings of the Town Council as it relates to the introduction of the bond order titled “**BOND ORDER AUTHORIZING THE ISSUANCE OF \$15,000,000 GENERAL OBLIGATION WATER SYSTEM BONDS OF THE TOWN OF BEECH MOUNTAIN, NORTH CAROLINA**” by the Town Council of the Town of Beech Mountain, North Carolina in regular session convened on the 13th day of June, 2023, as recorded in the minutes of the Town Council of the Town of Beech Mountain, North Carolina.

WITNESS my hand and the seal of the Town of Beech Mountain, North Carolina, this the ____ day of _____, 2023.

(SEAL)

Town Clerk
Town of Beech Mountain, North Carolina



RESOLUTION

TO: Beech Mountain Town Council
FROM: Steve Smith
DATE: June 13, 2023
Resolution setting out date for Public Hearing on a General Obligation
SUBJECT: Bond Order and Related Matters

FOR THE PURPOSE OF:

To set date for a Public Hearing on a General Obligation Bond Order and Related Matters.

ATTACHED FOR YOUR CONSIDERATION:

Resolution setting date for Public Hearing

STAFF RECOMMENDATION:

Approve

SIGNATURES:

Town Manager

Town Clerk



Resolution 2023-09

Town of Beech Mountain
North Carolina

Date: 6/13/2023

RESOLUTION OF THE TOWN OF BEECH MOUNTAIN, NORTH CAROLINA SETTING A PUBLIC HEARING ON A GENERAL OBLIGATION BOND ORDER AND RELATED MATTERS

WHEREAS, a bond order entitled:

“BOND ORDER AUTHORIZING THE ISSUANCE OF \$15,000,000 GENERAL OBLIGATION WATER SYSTEM BONDS OF THE TOWN OF BEECH MOUNTAIN, NORTH CAROLINA;”

has been introduced at a meeting of the Town Council (the “*Town Council*”) of the Town of Beech Mountain, North Carolina this 13th day of June, 2023; and

WHEREAS, the Town Council desires to provide for the holding of a public hearing thereon on July 11, 2023 and the submission of a statement of debt and a statement of disclosures in connection therewith as required by The Local Government Bond Act.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BEECH MOUNTAIN, NORTH CAROLINA that the public hearing on said bond order shall be held on the 11th day of July, 2023 at or about 4:00 p.m. in the Town Council Chambers, 403 Beech Mountain Pkwy, Beech Mountain, NC 28604.

BE IT FURTHER RESOLVED that the Town Clerk is hereby directed to cause a copy of said bond order to be published with a notice of such hearing in the form prescribed by law in a newspaper of general circulation in the Town on or before the 3rd day of July, 2023.

BE IT FURTHER RESOLVED that the Town’s finance officer is hereby directed to (1) file a sworn statement of debt with the Local Government Commission and the Town Clerk as prescribed by law and (2) file the Statement of Disclosure with the Local Government Commission and the Town Clerk, which will be maintained by the Town Clerk and posted online on the Town’s website, as prescribed by law.

BE IT FURTHER RESOLVED that this Resolution shall become effective on the date of its adoption.

TOWN OF BEECH MOUNTAIN

RESOLUTION 2023-09



Resolution # 2023-09

**Town of Beech Mountain
North Carolina
Date: 6/13/2023**

Read, approved and adopted this 13th day of June, 2023.

Barry Kaufman, Mayor
Town of Beech Mountain, North Carolina

ATTEST:

Tamara Mercer, Town Clerk, CMC, NCCMC
Town of Beech Mountain, North Carolina

TOWN OF BEECH MOUNTAIN

RESOLUTION 2023-09

STATE OF NORTH CAROLINA)
) SS:
TOWN OF BEECH MOUNTAIN)

I, Tamara Mercer, Town Clerk of the Town of Beech Mountain, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution titled “**RESOLUTION OF THE TOWN OF BEECH MOUNTAIN, NORTH CAROLINA SETTING A PUBLIC HEARING ON A GENERAL OBLIGATION BOND ORDER AND RELATED MATTERS**” adopted by the Town Council of the Town of Beech Mountain, North Carolina in regular session convened on the 13th day of June, 2023, as recorded in the minutes of the Town Council of the Town of Beech Mountain, North Carolina.

WITNESS my hand and the seal of the Town of Beech Mountain, North Carolina, this the ____ day of _____, 2023.

(SEAL)

Town Clerk
Town of Beech Mountain, North Carolina



ORDINANCE

TO: Town Council
FROM: Steve Smith
DATE: June 13, 2023
SUBJECT: 2024 Annual Budget

FOR THE PURPOSE OF:

As required by N.C.G.S 159-8 (a)(b), adoption of the FY 2024 Annual Budget

ATTACHED FOR YOUR CONSIDERATION:

FY 2024 Budget Ordinance

STAFF RECOMMENDATION:

Approve

SIGNATURES:

Town Manager

Town Clerk

**TOWN OF BEECH MOUNTAIN, NORTH CAROLINA
FY 2024 BUDGET ORDINANCE**

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

SECTION 1. GENERAL FUND.

A. REVENUES. It is estimated that the revenues as listed below will be available during the fiscal year beginning July 1, 2023 and ending June 30, 2024, to meet the appropriations as set forth in Subsection C below. All fees, commissions and sums paid to or collected by any Town official, officer or agent for any service performed by such official, officer or agent in his official capacity shall insure to the benefit of the Town and become Town funds.

Local Revenue:

| | |
|-----------------------------------|----------------------------|
| Current Year's Property Taxes | \$ 6,357,843 |
| Prior Year's Property Taxes | 75,000 |
| Vehicle Tax | 79,500 |
| Interest on Taxes | 15,500 |
| Interest on Investments | 10,000 |
| Rent Income | 6,000 |
| Recreation Income | 103,500 |
| Hold Harmless Funds | 285,000 |
| Fire Department Revenue | 100,000 |
| Program Grants | 337,000 |
| State Franchise Tax | 255,000 |
| Cable TV Franchise Tax | 27,000 |
| Beer and Wine Tax | 1,450 |
| Powell Bill | 125,500 |
| Local Sales Tax | 1,750,000 |
| Building Inspection Fees | 60,000 |
| Planning & Zoning Fees | 6,200 |
| Installment Loan Proceeds | 550,000 |
| Other Revenue | 105,500 |
| Fund Balance Appropriated | 1,175,000 |
| Transfer from TDA – Salaries | 125,000 |
| TOTAL GENERAL FUND REVENUE | <u>\$11,549,993</u> |

B. AD VALOREM TAX LEVY. There is hereby levied for the fiscal year 2023-2024 an ad valorem property tax on all property in the Town of Beech Mountain as of January 1, 2023, at a rate of .65¢ on each hundred dollars (\$100.00) assessed value pursuant to and in accordance with the Machinery Act of Chapter 105 of the North Carolina General Statutes and other applicable laws. Property shall be assessed at one hundred percent (100%) of its true value. The estimated revenues from the ad valorem property tax set out in Section 1-A of this Ordinance are based on an estimated collection during the 2021-2022 fiscal year of ninety-eight percent (98%) of the levy.

C. APPROPRIATIONS. The following amounts are hereby appropriated to the Town Manager for the operation of the Town of Beech Mountain and its departments and agencies for the fiscal year beginning July 1, 2023 and ending June 30, 2024. In administering the programs authorized under this Ordinance, the Town Manager is authorized to make transfers from one appropriation to another within the same fund. Any such transfer shall be reported to the Town Council at its next regular meeting and shall be recorded in the minutes of that meeting. The Town Manager is authorized to make expenditures of \$10,000 or less from contingency appropriations by transfer to departments and agencies. Any such expenditure shall be reported to the Town Council at its next regular meeting and recorded in the minutes of that meeting. The Town Manager may establish personnel positions which may become necessary within the funds provided in this Ordinance or amendments thereto.

| | |
|-----------------------------|-----------------------------|
| Administration | \$3,805,671 |
| Tax Collection | 59,140 |
| Visitor Center | 308,409 |
| Police | 1,519,274 |
| Fire | 1,000,357 |
| Special Projects | - |
| Building Inspections | 259,692 |
| Planning | 157,912 |
| Vehicle Maintenance | 192,700 |
| Public Works | 3,290,061 |
| Recreation | <u>956,777</u> |
| TOTAL APPROPRIATIONS | <u>\$ 11,549,993</u> |

SECTION 2. WATER AND SEWER FUND.

A. REVENUES. It is estimated that the revenues of the funds as listed below will be available during the fiscal year beginning July 1, 2023 and ending June 30, 2024, to meet the appropriations approved for operations of the Town of Beech Mountain Water and Sewer Fund as set forth in Section 2-B below.

| | |
|---------------------------|---------------------------|
| Interest on Investments | \$ 10,000 |
| Metered Sales | 3,009,116 |
| Connection Fees | 26,000 |
| Reconnect Fees | 1,500 |
| Other Revenue | 35,000 |
| Installment Loan Proceeds | |
| Source Water Development | 276,480 |
| Availability Fees | 150,000 |
| | |
| TOTAL REVENUES | <u>\$3,508,096</u> |

B. APPROPRIATIONS. The following amounts are hereby appropriated to the Town Manager for the operation of the Town of Beech Mountain Water and Sewer for the fiscal year. In administrating the programs authorized under this Ordinance, the Town Manager is authorized to make transfers from one appropriation to another within the same fund. Any such transfer shall be reported in accordance with the provisions of Section 1-C of this Ordinance. The Town Manager is authorized to make expenditures of \$10,000 or less from the contingency appropriation by transfer to the appropriate line item within the same fund. Any such expenditure shall be reported to the Town Council in accordance with the provisions of Section 1-C of this Ordinance.

| | |
|--|---------------------------|
| Water and Sewer Administration | \$1,955,918 |
| Water Treatment | 1,070,318 |
| Wastewater Treatment | 372,159 |
| Taps and Systems Maintenance | <u>109,701</u> |
| | |
| TOTAL WATER & SEWER FUND APPROPRIATIONS | <u>\$3,508,096</u> |

SECTION 3. SANITATION FUND.

This Fund is provided for the operations and accounting purposes of the Town’s Solid Waste Management function.

A. REVENUES. It is estimated that the following revenues, from the following sources, will be available during the fiscal year to meet the total appropriations approved and specified in Section 3-B below.

| | |
|--------------------------|-------------------|
| Sanitation User Fees | \$ 771,460 |
| Recycling Revenue | 3,500 |
| Solid Waste Disposal Tax | 370 |
| Other | 17,150 |
| | |
| TOTAL REVENUES | <u>\$ 792,480</u> |

B. APPROPRIATIONS. The following amount is hereby appropriated to the Town Manager for the operation of the Sanitation Fund for the fiscal year.

| | |
|-------------------------------------|-------------------|
| All Line Items: Total Appropriation | <u>\$ 792,480</u> |
|-------------------------------------|-------------------|

SECTION 4. 9-1-1 EMERGENCY TELEPHONE FUND.

A. REVENUES. It is estimated that the following revenues, from the following sources, will be available during the fiscal year to meet the total appropriations approved and specified in Section 4-B below.

| | |
|-----------------------------|------------------|
| 9-1-1 Subscriber Fees | 50,161 |
| 9-1-1 Transfer from Reserve | 42,539 |
| Other | 3,000 |
| | |
| TOTAL REVENUES | <u>\$ 95,700</u> |

B. APPROPRIATIONS. The following amount is hereby appropriated to the Town Manager for the operation of the 9-1-1 Emergency telephone Fund for the fiscal year.

| | |
|--------------------------------------|------------------|
| All Line Items: Total Appropriations | <u>\$ 95,700</u> |
|--------------------------------------|------------------|

SECTION 5. SPECIAL REVENUE FUND

A. REVENUES. It is estimated that the following revenues, from the following sources, will be available during the fiscal year to meet the total appropriations approved and specified in Section 5-B below.

| | |
|--------------------|----------------|
| BEEHCOP Promotions | <u>\$5,000</u> |
| TOTAL REVENUES | <u>\$5,000</u> |

B. APPROPRIATIONS. The following amount is hereby appropriated to the Town Manager for the operation of the Special Revenue Fund for the fiscal year.

| | |
|--------------------------------------|----------------|
| All Line Items: Total Appropriations | <u>\$5,000</u> |
|--------------------------------------|----------------|

Ordained this, the 13th day of June 2023

Barry Kaufman, Mayor

ATTEST:

Tamara Mercer, Beech Mountain Town Clerk



COUNCIL ACTION ITEM

TO: Mayor and Town Council
FROM: Bob Pudney
DATE:
SUBJECT: Land Lease Agreement with Beech Mountain Resort

FOR THE PURPOSE OF:

Authorization for the Mayor to execute the Land Lease Agreement between the Town and the Beech Mountain Resort.

ATTACHED FOR YOUR CONSIDERATION:

Mr. Ryan Costin has signed the ninety-nine-year land lease between the Town and the Resort for the property adjoining Lake Coffey containing a 6.22-acre tract of land containing Lake Santis. This property will be developed into a single water reservoir holding approximately 30 million gallons of water for the benefit of both the Town and the Resort.

STAFF RECOMMENDATION:

Staff recommends approval and execution of the agreement.

SIGNATURES:

Town Manager

Town Clerk

**GROUND LEASE
AND
RIGHT OF FIRST REFUSAL**

BETWEEN

**Town of Beech Mountain
a North Carolina Municipal Corporation
(the "Town")**

AND

**Beech Mountain Resort, Inc.
a North Carolina Corporation
(the "Resort")**

LOCATION:

Adjoining Lake Coffey and located off Lake Ledge Road, Beech Mountain, North Carolina, being a 6.22 acre tract of land, containing the lake known as Lake Santis, more particularly described in Deed Book 246 at Page 940, Watauga County Registry.

SUMMARY OF BASIC GROUND LEASE PROVISIONS

1. Town's Name and Address:

Town of Beech Mountain
A North Carolina Municipality
403 Beech Mountain Parkway
Beech Mountain, North Carolina 28604
Contact: Town Manager Robert Pudney
Phone: (828) 387-4236

2. Resort's Contact Information:

Beech Mountain Resort, Inc.
Post Office Box 1118
Beech Mountain, North Carolina 28604
Contact: Ryan Costin
Phone: (828) 387-2011

3. Premises or Lake Santis Property: A 6.22 acre tract of land, containing the lake known as Lake Santis, more particularly described in Deed Book 246 at Page 940, Watauga County Registry.

Property Address: Adjoining Lake Coffey and located off Lake Ledge Road, Beech Mountain, North Carolina

4. Term: Ninety-nine years (99 years)

5. Commencement Date: April 1, 2024

6. Use: The Premises shall be used to develop a water source reservoir for emergency drought conditions in combination with the neighboring tract owned by the Town of Beech Mountain which includes Lake Coffey, consistent with the ability of the Resort to utilize such water for snowmaking purposes, and for such other purposes as described more fully below.

GROUND LEASE AND RIGHT OF FIRST REFUSAL

THIS GROUND LEASE AND RIGHT OF FIRST REFUSAL (hereinafter the "Lease") made as of the ____ day of _____, 2023 (the "Effective Date"), between the **Town of Beech Mountain** (hereinafter the "Town" or the "Town of Beech Mountain") set forth in paragraph 1 of the Summary of Basic Lease Provisions on the previous page (the "Summary") and **Beech Mountain Resort, Inc.**, (hereinafter the "Resort" or "Beech Mountain Resort") set forth in paragraph 2 of the Summary.

W I T N E S S E T H:

WHEREAS, the Town of Beech Mountain is a North Carolina municipal corporation duly organized and existing pursuant to the laws of the State of North Carolina; and

WHEREAS, Beech Mountain Resort, Inc. is a North Carolina corporation duly organized and existing pursuant to the laws of the State of North Carolina with its principal place of business in Beech Mountain, North Carolina; and

WHEREAS, the Town of Beech Mountain maintains a municipal water system which is presently dependent upon water flow into Buckeye Lake, which is a stream impoundment and may be insufficient in emergency drought conditions to meet the needs of the Town for potable water for use by its citizens; and

WHEREAS, the Resort is the owner and operator of Beech Mountain Ski Resort which utilizes man-made snow to supplement natural snow fall during the winter season; and

WHEREAS, the Town of Beech Mountain is the owner of a 4.25 acre tract of land located in the Town of Beech Mountain described as Tract No. 3 in Deed Book 198 at Page 539, Watauga County Registry, and also being the same property described as Tract No. 3 in Book of Records 2216 at Page 511, Watauga County Registry, which is the location of Lake Coffey and additional land (hereinafter the "Lake Coffey Property"), and has Watauga County Parcel Identification Number 1950-15-3782-000; and

WHEREAS, the Resort is the owner of a 6.22 acre tract of land described in Deed Book 246 at Page 940, Watauga County Registry, which is the location of Lake Santis and additional land (hereinafter the "Lake Santis Property"), and has Watauga County Parcel Identification Number 1950-15-6472-000; and

WHEREAS, for its snowmaking operations, the Resort uses its own water from Lake Santis located on the Resort's Lake Santis Property, and also uses water from Lake Coffey located on the Town's Lake Coffey Property pursuant to

existing agreements recorded in Book 174 at Page 359 and Book 177 at Page 596, Watauga County Registry (Lake Santis and the Resort's existing rights to water from Lake Coffey being collectively the "Existing Resort Water Rights"); and

WHEREAS, the Town is desirous of constructing a water reservoir utilizing its Lake Coffey property and the Resort's Lake Santis Property (collectively the "New Reservoir Property") to combine these lakes to create a larger supplemental water source reservoir to meet the emergency water needs of the citizens of the Town of Beech Mountain; and

WHEREAS, the Resort would benefit from having an increased water supply for its snowmaking operations, retaining the right to draw water from this newly created larger reservoir combining Lake Coffey with Lake Santis consistent with the terms and conditions of this Lease;

NOW, THEREFORE, in consideration of the mutual covenants and terms set forth herein and the recitals set forth above, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 PREMISES

Beech Mountain Resort, in consideration of the mutual covenants and agreements set forth herein, hereby ground leases to the Town of Beech Mountain, and the Town of Beech Mountain does hereby ground lease from Beech Mountain Ski Resort, effective as of the Effective Date, the 6.22 acre tract of land, containing the lake known as Lake Santis, being more particularly described in Deed Book 246 at Page 940, Watauga County Registry, and having Watauga County Tax Parcel Identification Number 1950-15-6472-000.

ARTICLE 2 TERM

Section 2.1 Term.

Although this Lease shall become effective and legally enforceable between the parties upon execution hereof on the Effective Date, the term of this Lease shall begin on the Commencement Date (as defined in Section 2.2) and shall, unless earlier terminated as provided herein, continue for a term of approximately ninety-nine (99) years terminating on the 31st day of December, 2123, (hereinafter the "Term"). For purposes of this Lease, the first year of the Lease shall begin on the Commencement Date and end on December 31, 2024, and shall continue for each succeeding twelve (12) month period commencing on January 1 and ending on December 31 of the same calendar year, each such

full twelve month calendar year period under this Lease shall constitute a "Lease Year".

Section 2.2 Commencement Date.

The "Commencement Date" of this Lease shall mean April 1, 2024.

**ARTICLE 3
DEVELOPMENT, MAINTENANCE, AND USE OF THE PROPERTY**

Section 3.1 Development.

It is the intent of the parties that, under the terms of this Lease, the Town of Beech Mountain shall develop a new water reservoir utilizing both the Lake Santis Property and the Lake Coffey Property as a combined water supply reservoir (hereinafter the "New Reservoir") for the benefit of the Town and including the water use provided to the Resort. From and after the Commencement Date, the Resort authorizes the Town of Beech Mountain to undertake any and all action which it deems necessary or prudent to effectuate development of the New Reservoir on the Lake Santis Property, including but not limited to the removal of soil, rock, trees, fixtures, or other structures located thereon in order to create, place in service, and operate the New Reservoir with related infrastructure to provide water to Town residents in emergency drought conditions as stated herein and to increase the available water supply for the Resort. The nature, design, character, and dimensions of the New Reservoir shall be determined in the sole discretion of the Town, provided that the combined water capacity of the New Reservoir shall be approximately thirty million (30,000,000) gallons.

Section 3.2 Town Rights and Obligations – Initial Construction.

The Town of Beech Mountain shall pay for all costs of engineering, permitting, and initial construction of the New Reservoir, along with all costs associated with the installation and maintenance of the Town water lines, connecting the Town water lines from the New Reservoir to the Town water system, and the maintenance, repair, replacement or improvement to the Town water supply infrastructure (the "Town Infrastructure"). The Town shall also pay all costs to relocate (including replacement as necessary), reconnect, and make operational the existing water supply infrastructure of the Resort to the New Reservoir.

The Town shall promptly commence the engineering, planning, and permitting work for the development of the New Reservoir within thirty (30) days after the Effective Date of this Lease. Construction of the New Reservoir on the Lake Santis Property shall not commence during the period of snowmaking by the Resort and the Town shall use best efforts during construction to make available to the Resort the amount of water previously available to it under the

Existing Resort Water Rights during periods of construction which may encroach on “Snow Season.” It is the express intent and agreement of the parties that the Resort at all times during the month prior to commencing snow-making and during the snow-making season, which months commence on October 1 and end on March 31 (the “Snow Season”) have access to, infrastructure capability, and the priority right to draw all usable water from the New Reservoir. The parties acknowledge and agree that the provision and availability of water for use by the Resort during Snow Season shall take precedence over other uses of the New Reservoir, except during periods of drought as set forth herein. If due to climate change or other permanent weather pattern changes to the months which constitute the primary ski season for the Resort, the definition of “Snow Season” as defined herein may be modified by good faith agreement of the parties consistent with the intent that the Resort have a priority right to water from the New Reservoir in the month before snow-making begins and continuing through the last month of ski operations for the Resort in that same ski season.

Section 3.2A. Early Termination of Lease if Finding of Unfeasibility.

Following the execution of this Lease Agreement, the Town intends to proceed with engineering and permitting through various governmental entities related to the construction of the New Reservoir. Due to the scope, magnitude, and significant regulation surrounding the permitting of the New Reservoir, as well as unknown factors related to the cost of constructing such New Reservoir, the Town Council for the Town of Beech Mountain shall have the right, in its sole discretion, to terminate this Lease at any time prior to June 30, 2029. Upon the taking of such vote by the Town Council for the Town of Beech Mountain, the Town shall promptly provide written notice of the termination of this Lease to the Resort and cause a Notice of Termination of Lease to be recorded with the Register of Deeds Office. Upon the providing of such notice, the Town shall restore the Leased Property to substantially the same condition as of the execution of this Lease no later than the following November 1 so as to not impair the operations of the Resort. Except for this obligation to restore the property and to not interfere with the Snow Making Operations of the Resort between October 1 and March 31, the remainder of the terms of this Lease shall terminate. If the Town determines not to complete the New Reservoir, the Existing Resort Water Rights shall continue in full force and effect.

Section 3.3 Resort Rights and Obligations.

After the construction of the New Reservoir by the Town and relocation and reconnection of the existing water supply infrastructure of the Resort, the Resort shall pay for its own costs to operate its dedicated Resort water supply infrastructure (the “Resort Infrastructure”), as well as any costs associated with the repairs, maintenance, replacement or improvement of the Resort Infrastructure providing water to the Resort. The Resort shall have the right to construct additional dedicated Resort water supply infrastructure at its sole

expense, including without limitation, additional intake pipes, water lines, and water transmission equipment, and to maintain, repair, replace and improve such additional future Resort Infrastructure on the New Reservoir Property.

Section 3.4 Maintenance, Repair and Replacement of the New Reservoir.

After the initial construction of the New Reservoir, all work to be performed relating to maintenance, repair, replacement or improvement of the New Reservoir shall be performed in the reasonable discretion of the Town of Beech Mountain. In the event the Town shall thereafter incur any expenses from any third party for maintenance, repair and replacement of the New Reservoir, including but not limited to engineering, surveying, soil testing, bank stability repair, dam repair, dredging, or any other related costs, the Resort shall reimburse the Town for fifty percent (50%) of those expenses within thirty (30) days of presentation of such third party invoices and evidence of payment by the Town. The Town shall not be entitled to reimbursement for maintenance, repairs, replacements or improvements to the New Reservoir performed by Town employees in the normal course of their duties. In contracting for maintenance, repairs, replacements or improvements by third parties, the Town shall follow any applicable requirements for competitive bidding legally required of municipalities in North Carolina. For the avoidance of doubt, all maintenance, repair, replacement or improvement costs related to Town Infrastructure or dedicated water lines of the Town shall be borne solely by the Town without reimbursement or expense to the Resort. Likewise, all maintenance, repair, replacement or improvement costs related to Resort Infrastructure or dedicated water lines of the Resort shall be borne solely by the Resort without reimbursement or expense to the Town.

Section 3.5 Use of Water from the New Reservoir.

The provision and availability of water for recreational use and consumption by the citizens, residents, guests, and businesses of the Town of Beech Mountain in the event of emergency or drought shall take precedence over other uses during the period commencing on April 1 and ending September 30 of each Lease Year (the "Town Priority Period"). During the Snow Season each year beginning on October 1 and continuing until March 31 of the following year, the Resort may withdraw water from the Reservoir for the purposes of snow making as may be needed or desirable by the Resort.

The parties acknowledge that the provision of water under this Lease Agreement may be impacted by potential mandatory reductions applicable to all property owners under the Department of Water Resources water shortage response plan for the Town of Beech Mountain.

Section 3.6 Rights of Access.

The Resort shall be allowed access at reasonable times for the purpose of inspecting, cleaning, reviewing, repairing, maintaining, replacing or improving Resort Infrastructure. Except in emergency situations, the Resort should coordinate these inspections, and any work associated with the foregoing on the Lake Santis Property or the Lake Coffey Property, in advance with the Public Works Director for the Town.

Section 3.7 Town Recreation Facilities and Resort Concession Operations.

During the Town Priority Period, the Town shall be allowed to use the Lake Santis Property, in addition to the other uses set forth herein, for any recreation activities and recreation facilities which the Town may deem appropriate, including but not limited to fishing and boating (the "Recreation Activities"). The Resort expressly reserves the exclusive right to locate, construct, and operate a concession stand and equipment rental business upon the Lake Santis Property (the "Concession Stand") in one or more buildings having a maximum aggregate building foundation footprint size of 10,000 square feet and in such locations to be reasonably determined by the Resort after consultation with the Town. Access for ingress, egress, regress, utilities and parking for the Concession Stand shall be located upon the New Reservoir Property in such areas as the Resort may designate with the reasonable approval of the Town. Any Concession Stand placed by the Resort on the Lake Santis Property shall be at its sole cost, and the Resort shall maintain and keep such Concession Stand in good repair and condition at all times and conduct its operations in accordance with all applicable laws. The parties acknowledge and agree that the Resort may serve alcoholic beverages on-premises only within the Concession Stand and shall operate the Concession Stand in accordance with all applicable laws and regulations. The Concession Stand shall be a private enterprise operated by the Resort or its licensees. The Town shall not operate a competing concession stand, equipment rental, or similar business enterprise on the New Reservoir Property nor shall it allow a third party to do so. In no event shall the Resort's operation of the Concession Stand unreasonably interfere with the Recreation Activities conducted by the Town on the Lake Santis Property. Likewise, the operation of the Recreation Activities by the Town shall not unreasonably interfere with the Concession Stand activities conducted by the Resort.

Section 3.8 Existing Resort Water Rights. It is the express intent and agreement of the Town and the Resort that prior to the completion of the New Reservoir and it becoming fully operational to provide water to the Town and the Resort for the purposes expressed in this Lease, that the Existing Resort Water Rights shall continue in full force and effect. Once the New Reservoir has been completed and is fully operational to provide water to the Town and the Resort for the purposes expressed in this Lease, then the Existing Resort Water Rights shall terminate and be superseded in their entirety by this Lease.

Section 3.9 Town of Beech Mountain's Alterations.

- (a) The Town shall have the right, at its sole expense, from time to time, to place buildings and other structures on the Lake Santis Property and to make such other alterations, additions and improvements thereto as the Town shall deem expedient or necessary solely for its water supply purposes or the Recreation Activities permitted herein so long as such buildings, structures, alterations and improvements do not affect the Resort Infrastructure, Concession Stand activities of the Resort, utilities easements now or hereafter in existence for the benefit of the Resort or other third parties, or any systems serving other premises.
- (b) All buildings, structures, alterations, additions, and improvements in, on, or to the Lake Santis Property made or installed by the Town, including carpeting, but excluding furniture, furnishings, movable partitions of less than full height from floor to ceiling and other removable trade fixtures, shall be and remain the property of the Town during the Term of this Lease but shall become a part of the Lake Santis Property and belong to the Resort without compensation to the Town of Beech Mountain upon the expiration or sooner termination of this Lease.

Section 3.10 Permits and Expenses.

Each party agrees that it will procure all necessary permits before making any repairs, alterations, other improvements or installations to the Lake Santis Property. Each party hereto shall give written notice to the other of any repairs required of the other pursuant to the provisions of this Article and the party responsible for said repairs agrees promptly to commence such repairs and to prosecute the same to completion diligently. Each party further agrees that in doing such work it shall employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner.

Section 3.11 Signs.

The Resort shall have the right to place signage related to any Concession Stand or other operations of the Resort on the Lake Santis Property provided that such signage complies with the sign ordinances of the Town of Beech Mountain.

Section 3.12 Rent and Other Consideration.

The parties acknowledge and agree that the primary consideration for the Resort to enter into this Lease is for the Resort to obtain a greater capacity

long-term supply of non-potable water from the New Reservoir for its snow-making needs.

The primary consideration for the Town to enter into this Lease is to increase the long-term raw water supply capacity for the municipal water service provided by the Town to its residents in the event of emergency drought conditions. The ground lease of the Lake Santis Property from the Resort shall not require the payment of rent to the Resort during the Term of this Lease.

ARTICLE 4 INDEMNITY

Section 4.1 Resort Indemnity.

The Resort shall defend, indemnify and save harmless the Town and its agents and employees against all costs, damages or claims, whether for personal injury or property damage, (i) occurring on the Lake Santis Property prior to the beginning of the Term (except if caused by any act or omissions of Town, its agents, contractors or employees), (ii) occurring on the Lake Santis Property during the Term if caused by any negligent act or omission by the Resort or its agents, contractors or employees; or (iii) arising out of any default by the Resort hereunder. The Resort shall, at its own expense, defend all actions brought against the Town, its agents or employees for which the Resort is responsible for indemnification hereunder, and if the Resort fails to do so, the Town (at its option, but without being obligated to do so) may, at the cost and expense of the Resort, and upon prior written notice to the Resort, defend such actions, and the Resort shall pay and discharge any and all judgments that arise therefrom.

Section 4.2 Town Indemnity.

The Town shall defend, indemnify and save harmless the Resort and its agents and employees against all costs, damages or claims, whether for personal injury or property damage, (i) occurring on the Lake Santis Property during the Term (except if caused by any negligent act or omissions of the Resort, its agents, contractors, invitees or employees), (ii) arising out of any default by the Town hereunder; (iii) arising out of any act or omission of the Town or its agents, contractors, invitees or employees on or related to the New Reservoir Property, but outside the Lake Santis Property; or (iv) occurring on the Lake Santis Property prior to the beginning of the Term, but only if caused by any act of the Town, its agents, contractors, invitees or employees. The Town shall, at its own expense, defend all actions brought against the Resort, its agents or employees for which the Town is responsible for indemnification hereunder. Notwithstanding the foregoing indemnification, nothing contained in this Lease or any other action related to this Lease shall be construed to waive any and all rights of the Town of Beech Mountain to assert or invoke governmental

immunity and public officer immunity to the fullest extent applicable allowed by law.

ARTICLE 5 ASSIGNMENT AND SUBLETTING

Section 5.1 Assignment and Subletting by Town.

The Town may assign or transfer this Lease or any interest therein, or sublet the Lake Santis Property or any part thereof, or grant any license, concession (not inconsistent with the exclusive Concession Stand rights of the Resort set forth above) or other right to occupy any portion of the Lake Santis Property without the prior written consent of the Resort but with advance written notice to the Resort of not less than seven (7) days.

Section 5.2 Transfer, Conveyance, Sale or Assignment by Resort.

The Resort shall have the right in whole or in part to transfer, convey or sell the Lake Santis Property or to assign its rights under this Lease without the consent of the Town but with advance written notice to the Town of not less than seven (7) days to: (i) an entity which is a subsidiary or an affiliate of or controlled by or under common control with the Resort (a "Resort Affiliated Entity"); or (ii) any entity acquiring all or substantially all of the Resort's ski resort operations as a result of a reorganization, merger, acquisition, consolidation, purchase of assets, purchase of stock or other equity interests of the Resort or its owners (a "Resort Acquirer"). Any such transfer, conveyance or sale of the Lake Santis Property or an assignment of the Resort's rights under this Lease shall continue to be subject to the terms and provisions of this Lease. The transfer, sale, or conveyance of the Lake Santis Property to a person or entity which is not a Resort Affiliated Entity or a Resort Acquirer shall be subject to the Town's Right of First Refusal described in Section 5.3 below and the notices required therein.

Section 5.3 Right of First Refusal to Town.

- (a) If, at any time during the Term of this Lease, the Resort shall receive a bona fide offer from any person, entity or organization that is not a Resort Affiliated Entity to purchase the Lake Santis Property in whole or in part which the Resort intends to accept (the "Proposed Contract"), the Resort shall promptly provide written notice to the Town of its intention to accept the Proposed Contract and include a copy of the Proposed Contract with such written notice (the "ROFR Notice"). The Town shall have the right within sixty (60) business days after receipt of the Proposed Contract and the ROFR Notice (the "60 Day Response Period") to notify the Resort by written notice that it will exercise its right of first refusal ("ROFR") herein and accept the terms of said Proposed Contract (the "ROFR Acceptance Notice").

Upon providing the ROFR Acceptance Notice to the Resort, the Town shall have the right to purchase the Lake Santis Property (or portion thereof) as described in the Proposed Contract for the purchase price and on the same terms as set forth in said Proposed Contract, provided however that notwithstanding the terms of the Proposed Contract, closing of the purchase of the Lake Santis Property by the Town shall be not less than thirty (30) days after the expiration of the 60 Day Response Period. If the Town does not exercise its right of first refusal within said 60 Day Response Period, the Resort may then sell such Lake Santis Property (or portion thereof) as is described in the Proposed Contract to said offeror, provided the sale to the offeror is on the same terms and conditions and for the same purchase price set forth in the Proposed Contract sent to the Town.

- (b) In the event the Lake Santis Property (or portion thereof) described in the Proposed Contract is not sold to the offeror, then any further Proposed Contract to sell or purchase said Lake Santis Property or any part thereof by the same or a different offeror remains subject to the Town's right of first refusal and must be submitted to the Town in accordance with this Section 5.3.
- (c) This right of first refusal shall be in full force and effect from the date hereof until the earlier of: (i) the exercise of the right of first refusal with respect to all of the Lake Santis Property by the Town and conveyance of all of the Lake Santis Property by the Resort to the Town in accordance with this Section 5.3, (ii) the failure to exercise the right of first refusal with respect to all of the Lake Santis Property by the Town in accordance with this Section 5.3 and the closing and transfer of title by the Resort of all of the Property to the offeror under the same terms and conditions as the Proposed Contract presented to the Town; or (iii) the earlier of the termination of this Lease or the expiration of the Term of this Lease.
- (d) If the Town elects not to purchase such Lake Santis Property (or portion thereof) as is described in the Proposed Contract, at the request of the Resort, the Town agrees to execute a document in recordable form, prepared by and recorded at the expense of the Resort, to reflect such election not to exercise the right of first refusal granted herein with respect to the Proposed Contract with said offeror.
- (e) The following exclusions apply to the Town's right of first refusal granted under this Section 5.3 and such right of first refusal shall not apply under the following circumstances: (i) the Term has been terminated or has expired; (ii) the Town is in default of this Lease beyond any and all applicable notice, grace and/or cure periods; (iii) any transfer, sale, conveyance or assignment permitted under

Section 5.2; or (iv) for the avoidance of doubt, any direct or indirect transfer of the ownership interests in the Resort or the Lake Santis Property by and among the Costin Family, whether by gift, sale, devise, inheritance, or other conveyance and whether outright, in trust, or to an entity owned or controlled by (or otherwise affiliated with) the Resort or the Costin Family. For purposes of this Lease, the “Costin Family” shall mean the natural or adopted lineal descendants of John Costin and the spouses of such persons.

ARTICLE 6 INSURANCE

Section 6.1 Resort’s Insurance.

Liability Insurance. The Resort shall obtain, and at all times during the Term maintain, insurance covering Resort’s liability with respect to any negligence or gross negligence on the part of the Resort. Such insurance shall provide limits on a “per location” basis of not less than (a) \$1,000,000 with respect to injury to any one person, \$1,000,000 with respect to any one occurrence, and \$1,000,000 with respect to property damage arising out of any one occurrence, or (b) \$1,000,000 combined single limit coverage.

Section 6.2 Town’s Insurance.

Liability Insurance. The Town shall obtain, and at all times during the Term maintain, insurance covering (i) Town’s liability with respect to any activities that the Town may perform in connection with the New Reservoir Property; (ii) Town’s liability for occupation and use of the New Reservoir Property in an amount and upon such terms as are satisfactory to the Town Council for the Town of Beech Mountain, including participation in a municipal risk pool as the Town may deem appropriate.

ARTICLE 7 CONDEMNATION

Section 7.1 Substantial Taking.

In the event of a taking for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or sale in lieu thereof of all or any substantial portion of the Lake Santis Property which makes the Lake Santis Property as a whole not useable by the Town in the operation of the New Reservoir, the Town shall have the right to terminate this Lease by delivering written notice to the Resort within sixty (60) days of the occurrence of such event.

Section 7.2 Insubstantial Taking.

In the event of an insubstantial taking or sale in lieu thereof which does not result in a termination of this Lease under Section 7.1, the terms and provisions of this Lease shall remain in full force and effect.

Section 7.3 Award.

All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Lake Santis Property shall be the property of the Resort and Town, jointly, which compensation shall be apportioned in accordance with their respective interests in the land affected by the taking.

**ARTICLE 8
DEFAULT AND REMEDIES**

Section 8.1 Events of Default; Specific Performance as Sole Remedy.

In the event there is any default in the terms and conditions of this Lease, the parties agree and acknowledge that due to the unique nature of this Lease, that the only remedy available to the other party at law or equity shall be specific performance, and that each party to this Agreement specifically waives and releases any and all claims against the other for any incidental or consequential damages which may arise or occur as a result of any default or breach of this Lease. The parties further agree that in the event of a default of any provisions of this Lease, that the Term of the Lease shall continue and that termination of the Lease shall not be a remedy unless mutually agreed upon by both the Town and the Resort in writing or ordered by a court of competent jurisdiction.

Section 8.2 No Possession Upon Default by Town.

Re-entry or taking possession of the Lake Santis Property by the Resort are specifically excluded as remedies in the event of a default or breach of this Lease by the Town unless a written notice of such intention is given to the Resort by the Town of its intent to surrender the Lake Santis Property. No custom or practice which may develop between the parties in connection with the terms of this Lease shall be construed to waive or lessen either party's right to insist upon strict performance of the terms of this Lease, without written notice thereof to the other party.

**ARTICLE 9
TITLE MATTERS**

Section 9.1 Quiet Enjoyment.

Subject to the reserved exclusive rights of the Resort to develop and operate the Concession Stand on the Lake Santis Property, the Resort covenants and agrees that the Town may peaceably and quietly have, hold, occupy and enjoy

the Lake Santis Property without hindrances or molestation from the Resort or any persons lawfully claiming through the Resort.

Section 9.2 Clear Title.

As of the Effective Date, the Resort covenants and represents that it owns marketable fee simple title to the Lake Santis Property free and clear of all liens, encumbrances, mechanics' liens and defects of title affecting the Lake Santis Property other than: (a) applicable zoning ordinances, (b) the rights of way for Lakeledge Road and Greenbriar Road, and (c) standard utility easements of record (being collectively the "Permitted Exceptions"). Excepting only the Permitted Exceptions, there is no superior claim of lien, claim of ownership, or other lien or encumbrance which would take priority over the terms and conditions set forth in this Lease.

**ARTICLE 10
MISCELLANEOUS**

Section 10.1 Surrender of Premises.

Upon the expiration of the Term or sooner termination of this Lease by mutual agreement, the Town shall peacefully vacate and surrender the Lake Santis Property to the Resort. Upon such termination, the Town shall not have any obligation to restore the Lake Santis Property to its prior condition, and the Lake Santis Property shall be returned to the Resort in an 'as-is' condition along with all fixtures, trade fixtures, and personal property then attached to or located upon the Lake Santis Property.

Section 10.2 Waivers.

Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. The rights and remedies to specific performance possessed by each party as their sole remedy shall be distinct, separate and cumulative as to each issue, and the right to remedy defaults by specific performance, whether exercised by said party or not, shall be deemed to be an exclusion of any other; and any two or more or all of such rights and remedies to specific performance may be exercised at the same time.

Section 10.3 Notices.

All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail or registered mail, return receipt requested, postage prepaid or by overnight courier providing for delivery against receipt, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed, or on the date noted that the addressee has refused delivery or on the date that the notice is returned to sender due to the inability of the postal authorities to deliver. If intended for the Resort, the same shall be mailed to the address set forth in the Summary, or such other address as the Resort may hereafter designate by notice to the Town, and if intended for the Town, the same shall be mailed to the Town of Beech Mountain, Attn: Town Manager, at the address set forth in the Summary, or to such other address or addresses as the Town may hereafter designate by written notice to the Resort, with a copy of said notification by certified mail or registered mail, return receipt requested, postage prepaid or by overnight courier providing for delivery against receipt to the duly appointed Town Attorney for the Town.

Section 10.4 Attorney's Fees.

If either party hereto be made or becomes a party to any litigation commenced by or against the other party involving the enforcement of any of the rights and remedies of such party, or arising on account of the default of the other party in the performance of such party's obligations hereunder, each party shall bear their own costs and expenses involved in such litigation.

Section 10.5 Force Majeure.

Notwithstanding any provision to the contrary contained herein, in the event that the Resort or Town shall be delayed or hindered in or prevented from the performance of any act, by reason of strikes, lockouts, unavailability of materials, weather, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Lack of funds shall not be deemed to be a cause beyond the control of either party.

Section 10.6 Estoppel Certificates.

The Resort and Town, from time to time at the request of the other, shall execute a certificate certifying as to the then-current status of this Lease and such other matters as may reasonably be requested by the requesting party.

Either party shall execute such certificate and return it to the other within fifteen (15) days of written request for such certificate.

Section 10.7 Recordation.

This Lease or a Memorandum thereof shall be recorded with the Watauga County Register of Deeds.

Section 10.8 Invalidity of Particular Provision.

If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 10.9 Interpretation.

No provision of this Lease shall be construed against or interpreted to the disadvantage of either the Resort or the Town by any court or other governmental or judicial authority by reason of either the Resort or Town having or being deemed to have drafted, structured or dictated such provision.

Section 10.10 Captions and Definitions.

The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. The words "Beech Mountain Resort, Inc." "Town of Beech Mountain" and the pronouns referring thereto, shall mean, where the context so admits or requires, the persons, firm or corporation named herein. Any pronoun shall be read in the singular or plural number and in such gender as the context may require. Except as in this Lease otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither any provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

Section 10.11 Entire Agreement.

This instrument contains the entire and only agreement between the parties, and no oral statement or representations or prior written matter not contained

in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a writing executed by both parties.

Section 10.12 Authority.

Each of Beech Mountain Resort, Inc. and the Town of Beech Mountain represents that this Lease has been executed and delivered on behalf of such party by their duly authorized officer or representative, as the case may be, and that the execution and delivery of this Lease has been authorized by all necessary corporate or municipal action. Each party agrees to provide the other upon request reasonable evidence confirming the existence of such authority.

Section 10.13 Independent Covenants.

The parties agree that the covenants and obligations under this Lease shall be independent of each other and that each such covenant and obligation is independent of any other covenant or obligation. Any breach or non-performance of any of the covenants or obligations under this Lease shall not excuse the other party's breach or non-performance of the covenants and obligations under this Lease, and shall not be the basis for any defense, of any kind or nature whatsoever, to any suit for specific performance arising from any breach or non-performance of any covenant or obligation.

Section 10.14 Singular and Plural; Covenants.

Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender. The terms, provisions and covenants contained in this Lease shall be covenants running with the land.

Section 10.15 Time of Essence and Applicable Law.

Time is of the essence of every obligation of the Resort and Town hereunder. This Lease shall in all respects be governed by the laws of the State of North Carolina.

Section 10.16 Indemnities.

All indemnity obligations created by virtue of this Lease shall survive the expiration or earlier termination of this Lease.

Section 10.17 Successors and Assigns.

The terms, covenants and conditions contained in this Lease shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators and assigns of the parties to this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease and Agreement to be effective the day and year first above written by their respective officers or representatives thereunto duly authorized.

BEECH MOUNTAIN RESORT, INC.

By: _____
Ryan Costin, Vice President

Attest:

_____(SEAL)
Shawn Williams, Corporate Secretary
Beech Mountain Resort, Inc.

TOWN OF BEECH MOUNTAIN:

By: _____
Barry Kaufman, Mayor

Attest:

_____(SEAL)
Tamara Mercer
Clerk, Town of Beech Mountain

STATE OF NORTH CAROLINA

COUNTY OF _____

I, a Notary Public of the County and State aforesaid, certify that Ryan Costin, Vice President of Beech Mountain Resort, Inc., and Shawn Williams, Secretary of Beech Mountain Resort, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument as an official action of the Beech Mountain Resort, Inc., and that they have been granted full right and authority to enter into the foregoing document for the purposes set forth therein.

WITNESS my hand and notarial seal, this ____ day of _____, 2023.

Notary Public

My commission expires _____

STATE OF NORTH CAROLINA

COUNTY OF AVERY

I, a Notary Public of the County and State aforesaid, certify that Barry Kaufman personally appeared before me this day and acknowledged that he is the Mayor for the Town of Beech Mountain, a North Carolina Municipality, and that by authority duly given and as an act of the Town of Beech Mountain, the foregoing instrument was signed in its name by himself as its Mayor, and attested by Tamara Mercer, as its Clerk.

WITNESS my hand and notarial seal, this ____ day of _____, 2023.

Notary Public

My commission expires _____



REPORT

TO: Town Council
FROM: Steve Smith
DATE: June 13, 2023
SUBJECT: Monthly Finance Officer's Report

FOR THE PURPOSE OF:

To report on the results for the month of April 2023

ATTACHED FOR YOUR CONSIDERATION:

April 2023 Budget Report
April 2023 Financial Report

STAFF RECOMMENDATION:

Review

SIGNATURES:

Town Manager

Town Clerk

TOWN OF BEECH MOUNTAIN
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

10 -General Fund
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 83.33

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|--|-------------------|----------------------|------------------------|----------------------|------------------------|-----------------|
| <u>REVENUE SUMMARY</u> | | | | | | |
| Tax Revenue | 6,832,493 | 78,524.85 | 6,690,747.25 | 0.00 | 141,745.75 | 97.93 |
| Interest Income | 24,576 | 42,910.64 | 255,045.01 | 0.00 | (230,469.01) | 1,037.78 |
| Miscellaneous Income | 606,500 | 43,608.35 | 593,510.02 | 0.00 | 12,989.98 | 97.86 |
| State Revenue | 2,159,950 | 147,790.66 | 1,628,379.96 | 0.00 | 531,570.04 | 75.39 |
| Fees | 66,700 | 6,390.02 | 102,844.48 | 0.00 | (36,144.48) | 154.19 |
| Gains/Losses | 50,000 | 0.00 | 26,000.00 | 0.00 | 24,000.00 | 52.00 |
| Other | 520,000 | 0.00 | 0.00 | 0.00 | 520,000.00 | 0.00 |
| Other Sources | 642,421 | 14,772.87 | 221,584.75 | 0.00 | 420,836.25 | 34.49 |
| TOTAL REVENUES | 10,902,640 | 333,997.39 | 9,518,111.47 | 0.00 | 1,384,528.53 | 87.30 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | |
| Administration | 1,988,510 | 157,313.75 | 1,569,533.71 | 0.00 | 419,076.29 | 78.93 |
| Tax Collections | 54,797 | 3,511.32 | 47,006.23 | 0.00 | 7,790.77 | 85.78 |
| Vistors Center | 1,036,411 | 40,343.61 | 276,086.01 | 61,452.52 | 698,872.47 | 32.57 |
| Police | 1,550,861 | 109,835.74 | 1,200,968.65 | 18,215.69 | 331,873.65 | 78.60 |
| Fire | 1,012,662 | 130,345.80 | 785,669.75 | 0.00 | 226,992.25 | 77.58 |
| Special Projects | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Building Inspections | 236,488 | 15,457.90 | 183,886.89 | 0.00 | 52,601.11 | 77.76 |
| Planning | 150,057 | 8,900.13 | 112,005.87 | 0.00 | 38,051.13 | 74.64 |
| Vehicle Maintenance | 264,525 | 15,784.41 | 203,109.66 | 1,638.02 | 59,777.32 | 77.40 |
| Road Maintenance | 3,543,644 | 114,722.50 | 2,365,687.98 | 505,309.97 | 673,324.49 | 81.00 |
| Recreation | 1,064,685 | 60,937.62 | 863,342.37 | 21,786.36 | 179,707.35 | 83.12 |
| TOTAL EXPENDITURES | 10,902,640 | 657,152.78 | 7,607,297.12 | 608,402.56 | 2,688,066.83 | 75.34 |
| REVENUE OVER/(UNDER) EXPENDITURES | 0 | (323,155.39) | 1,910,814.35 | (608,402.56) | (1,303,538.30) | 0.00 |

TOWN OF BEECH MOUNTAIN
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

30 -Water/Sewer
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 83.33

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|-----------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <u>REVENUE SUMMARY</u> | | | | | | |
| Interest Income | 1,000 | 4,820.97 | 35,017.46 | 0.00 (| 34,017.46) | 3,501.75 |
| Miscellaneous Income | 35,000 | 0.00 | 10,913.00 | 0.00 | 24,087.00 | 31.18 |
| State Revenue | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Metered Sales & Fees | 3,127,425 | 297,703.07 | 3,147,880.10 | 0.00 (| 20,455.10) | 100.65 |
| Gains/Losses | 1,500 | 775.00 | 775.00 | 0.00 | 725.00 | 51.67 |
| Other | 250,000 | 0.00 | 0.00 | 0.00 | 250,000.00 | 0.00 |
| Other Sources | <u>67,215</u> | <u>2,900.24</u> | <u>105,374.63</u> | <u>0.00 (</u> | <u>38,159.63)</u> | <u>156.77</u> |
| TOTAL REVENUES | 3,482,140 | 306,199.28 | 3,299,960.19 | 0.00 | 182,179.81 | 94.77 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | |
| W/S Administration | 1,451,009 | 398,806.78 | 1,335,902.79 | 0.00 | 115,106.21 | 92.07 |
| Water | 1,022,769 | 71,138.06 | 799,986.07 | 20,190.95 | 218,217.66 | 78.66 |
| Sewer | 675,173 | 81,380.21 | 409,922.36 | 177,620.00 | 87,630.64 | 87.02 |
| Taps & System | <u>333,189</u> | <u>16,653.84</u> | <u>152,252.23</u> | <u>102,574.51</u> | <u>78,382.00</u> | <u>76.48</u> |
| TOTAL EXPENDITURES | 3,482,140 | 567,978.89 | 2,698,063.45 | 300,385.46 | 499,336.51 | 85.66 |
| REVENUE OVER/(UNDER) EXPENDITURES | 0 (| 261,779.61) | 601,896.74 (| 300,385.46) (| 317,156.70) | 0.00 |

TOWN OF BEECH MOUNTAIN
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

35 -Sanitation
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 83.33

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|-----------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <u>REVENUE SUMMARY</u> | | | | | | |
| Interest Income | 150 | 874.57 | 6,348.25 | 0.00 (| 6,198.25) | 4,232.17 |
| Miscellaneous Income | 27,500 | 1,286.00 | 20,390.78 | 0.00 | 7,109.22 | 74.15 |
| State Revenue | 350 | 0.00 | 398.85 | 0.00 (| 48.85) | 113.96 |
| Fees | 766,800 | 57,416.84 | 572,307.50 | 0.00 | 194,492.50 | 74.64 |
| Gains/Losses | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Other | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Other Sources | 67,002 | 1,513.18 | 1,513.18 | 0.00 | 65,488.82 | 2.26 |
| TOTAL REVENUES | 861,802 | 61,090.59 | 600,958.56 | 0.00 | 260,843.44 | 69.73 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | |
| Sanitation | 861,802 | 48,318.67 | 679,486.29 | 262.99 | 182,052.72 | 78.88 |
| TOTAL EXPENDITURES | 861,802 | 48,318.67 | 679,486.29 | 262.99 | 182,052.72 | 78.88 |
| REVENUE OVER/(UNDER) EXPENDITURES | 0 | 12,771.92 (| 78,527.73) (| 262.99) | 78,790.72 | 0.00 |

**Town of Beech Mountain
Monthly Financial Report
Fiscal Year 2023**

| <u>General Fund</u> | <u>Budget</u> | Through the reported month | | | | | | | | | | | | 83.33% | <u>% of Budget</u> | |
|---|-----------------|----------------------------|---------------|------------------|----------------|-----------------|-----------------|----------------|-----------------|--------------|--------------|------------|-------------|------------|--------------------|--|
| | | <u>July</u> | <u>August</u> | <u>September</u> | <u>October</u> | <u>November</u> | <u>December</u> | <u>January</u> | <u>February</u> | <u>March</u> | <u>April</u> | <u>May</u> | <u>June</u> | <u>YTD</u> | | |
| Total Revenue | 10,860,938 | 73,599 | 87,155 | 481,255 | 1,461,072 | 2,609,914 | 2,288,694 | 1,203,383 | 372,526 | 606,516 | 333,997 | | | 9,518,112 | 87.64% | |
| Total Expenditures | 10,860,938 | 943,941 | 625,519 | 943,439 | 642,849 | 671,003 | 669,881 | 648,006 | 821,417 | 984,089 | 657,153 | | | 7,607,297 | 70.04% | |
| Total General Fund fund balance as of July 1st | 6,871,533 | 6,871,533 | 6,001,190 | 5,462,827 | 5,000,643 | 5,818,866 | 7,757,777 | 9,376,590 | 9,931,967 | 9,483,076 | 9,105,503 | | | 6,871,533 | | |
| Revenues Less Expenditures | | (870,343) | (538,364) | (462,183) | 818,223 | 1,938,911 | 1,618,813 | 555,377 | (448,891) | (377,573) | (323,156) | - | - | 1,910,814 | | |
| Estimated change to Fund Balance | | 6,001,190 | 5,462,827 | 5,000,643 | 5,818,866 | 7,757,777 | 9,376,590 | 9,931,967 | 9,483,076 | 9,105,503 | 8,782,347 | - | - | 8,782,347 | | |
| <u>Water/Sewer Enterprise Fund</u> | | | | | | | | | | | | | | | | |
| Total Revenue | 3,482,140 | 278,052 | 268,370 | 407,449 | 106,489 | 259,984 | 607,544 | 340,668 | 331,073 | 394,042 | 306,199 | | | 3,299,870 | 94.77% | |
| Total Expenses | 3,482,140 | 205,524 | 176,089 | 137,775 | 199,876 | 135,754 | 493,281 | 178,518 | 242,913 | 360,354 | 567,979 | | | 2,698,063 | 77.48% | |
| Unrestricted Cash Reserves as July 1st | 1,722,649 | 1,722,649 | 1,795,177 | 1,887,459 | 2,157,133 | 2,063,745 | 2,187,975 | 2,302,238 | 2,464,388 | 2,552,547 | 2,586,235 | | | 1,722,649 | | |
| Revenues Less Expenses | | 72,528 | 92,282 | 269,674 | (93,387) | 124,230 | 114,263 | 162,150 | 88,159 | 33,688 | (261,780) | - | - | 601,807 | | |
| Estimated Change in Cash Reserves | | 1,795,177 | 1,887,459 | 2,157,133 | 2,063,745 | 2,187,975 | 2,302,238 | 2,464,388 | 2,552,547 | 2,586,235 | 2,324,456 | - | - | 2,324,456 | | |
| <u>Sanitation Enterprise Fund</u> | | | | | | | | | | | | | | | | |
| Total Revenue | 861,802 | 67,490 | 60,042 | 60,921 | 58,029 | 59,884 | 57,193 | 58,753 | 58,979 | 58,577 | 61,091 | | | 600,958 | 69.73% | |
| Total Expenses | 861,802 | 117,679 | 61,191 | 49,253 | 66,517 | 57,715 | 67,037 | 49,798 | 50,764 | 111,213 | 48,319 | | | 679,486 | 78.84% | |
| Unrestricted Cash Reserves as July 1st | 654,366 | 654,366 | 604,176 | 603,027 | 614,695 | 606,207 | 608,376 | 598,532 | 607,487 | 615,702 | 563,066 | | | 654,366 | | |
| Revenues Less Expenses | | (50,190) | (1,149) | 11,668 | (8,488) | 2,169 | (9,844) | 8,955 | 8,215 | (52,636) | 12,772 | - | - | (78,528) | | |
| Estimated Change in Cash Reserves | | 604,176 | 603,027 | 614,695 | 606,207 | 608,376 | 598,532 | 607,487 | 615,702 | 563,066 | 575,838 | - | - | 575,838 | | |
| <u>Book Value - Cash & Investments All FUNDS</u> | | | | | | | | | | | | | | | | |
| | <u>Fund</u> | <u>July</u> | <u>August</u> | <u>September</u> | <u>October</u> | <u>November</u> | <u>December</u> | <u>January</u> | <u>February</u> | <u>March</u> | <u>April</u> | <u>May</u> | <u>June</u> | | | |
| Branch Banking and Trust (Pooled) #1 | Pooled | 1,029,821 | 663,218 | (78,738) | 2,028,096 | 1,863,769 | 3,321,753 | 1,663,968 | 1,119,358 | 508,013 | 511,029 | | | | | |
| North Carolina Capital Management Trust #2 | General Fund | 5,712,146 | 5,897,480 | 6,165,837 | 4,947,981 | 7,163,295 | 7,498,942 | 10,226,106 | 10,444,980 | 10,779,647 | 9,991,495 | | | | | |
| Mountain Community - Certificates of Deposit #4 | General Fund | 103,500 | 103,500 | 103,500 | 103,500 | 103,500 | 103,500 | 103,500 | 103,500 | 103,500 | 103,500 | | | | | |
| North Carolina Capital Management Trust #6 | Utility Fund | 1,210,789 | 1,212,986 | 1,215,403 | 1,218,437 | 1,221,968 | 1,226,029 | 1,230,424 | 1,234,643 | 1,239,428 | 1,244,249 | | | | | |
| North Carolina Capital Management Trust #8 | Sanitation Fund | 219,254 | 219,770 | 220,208 | 20,757 | 221,525 | 222,261 | 223,058 | 223,977 | 224,845 | 225,720 | | | | | |
| North Carolina Capital Management Trust #9 | E911 Fund | 73,200 | 73,333 | 73,479 | 73,662 | 73,876 | 74,121 | 74,387 | 74,642 | 74,931 | 75,223 | | | | | |
| Total Cash & Investments | | 8,348,710 | 8,170,286 | 7,699,688 | 8,392,433 | 10,647,933 | 12,446,606 | 13,521,443 | 13,201,099 | 12,930,364 | 12,151,216 | - | - | | | |
| <u>Transfers for the month</u> | | | | | | | | | | | | | | | | |
| Transferred \$1M from #2 to #1 | | | | | | | | | | | | | | | | |



REPORT

TO: Mayor and Town Council
FROM: Armando Garcia
DATE: June 13, 2023
SUBJECT: TDA Report June 2023

FOR THE PURPOSE OF:

Report provides an overview of marketing, publicity and results

SIGNATURES:

Town Manager

Town Clerk

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

In May, the advertising efforts focused on shoulder season and promoting summer offerings such as hiking, fishing, and the Buckeye Rec. Center. Special events such as the return of the Farmers' Market, Kiddo Fishing Derby, summer concerts and the opening of the Resort and History Museum were also promoted through our advertising. New pole banners along Bark Park way were produced and installed. Signage directing the public to the temporary location of the VC center was also produced and installed. The TDA would like to recognize Public Works and Parks and Recreation for their help installing the banners and signs. The TDA would also like to thank Vice-Mayor Accardi for allowing us to install a directional banner on his property.

Examples of media coverage received in May:

The Post & Courier—Beech Mountain to the Brunswick Islands, NC has Your Vacay Getaway

https://www.postandcourier.com/lowcountryparent/other_attractions/from-beech-mountain-to-the-brunswick-islands-north-carolina-has-your-vacay-getaway/article_b510dffc-e7db-11ed-8fed-cf1e31b76e94.html

Watauga Democrat—Challenging Holes Await Playing Disc Golf in the High Country

https://www.wataugademocrat.com/hcnc/long-throws-and-challenging-holes-await-playing-disc-golf-in-the-high-country/article_eb8e809e-e50f-11ed-8732-bf829ddbca06.html/

Watauga Democrat—Beech Mountain's Farmers' Market Returns June 2

https://www.wataugademocrat.com/community/beechn-mountains-farmers-market-returns-june-2/article_fea9dc7a-f66a-11ed-8696-4b354bf8dd77.html

Watauga Democrat—Beech Mtn Breaks Ground on Town Hall & Visitor Center Expansion

https://www.wataugademocrat.com/news/local/beechn-mountain-breaks-ground-on-town-hall-and-visitor-center-expansion/article_19343c56-eb72-11ed-a54b-4bc51a050de8.html

Mountain Times—Beech Mountain Parks & Rec Announces Summer Events

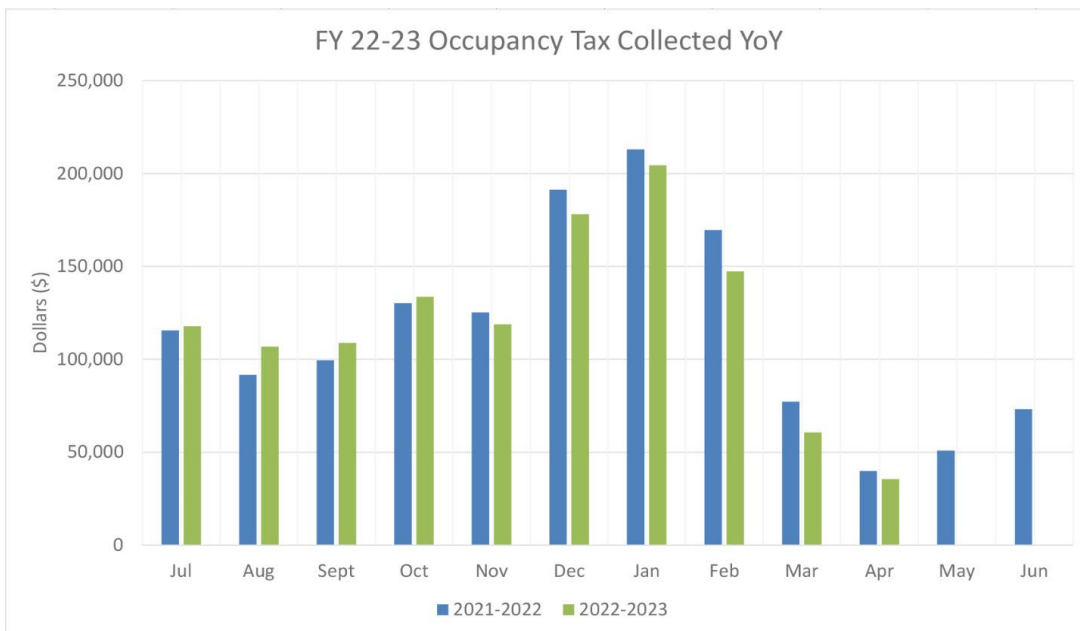
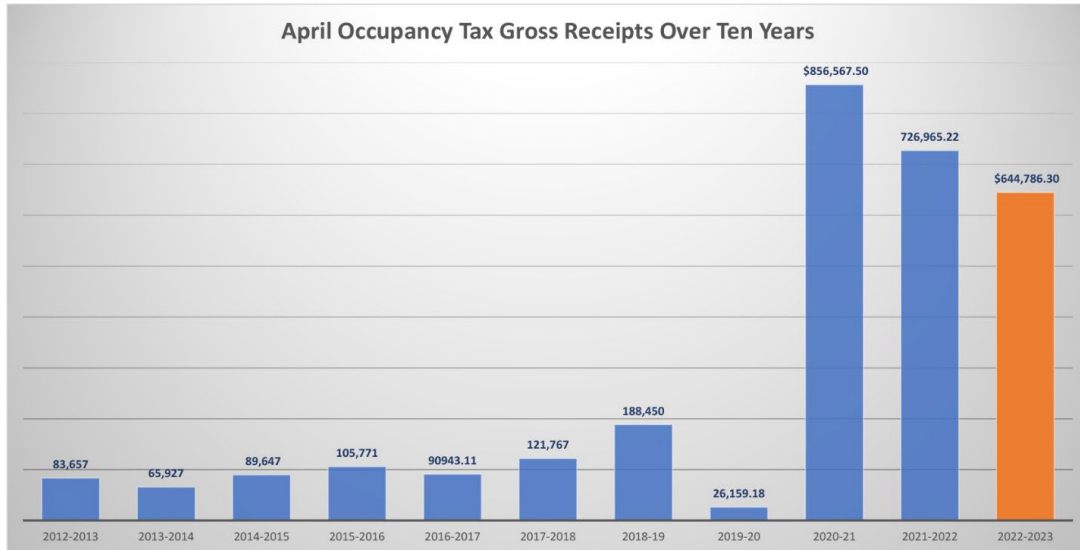
https://www.wataugademocrat.com/mountaintimes/beechn-mountain-parks-and-rec-announces-summer-events/article_56b55332-f980-11ed-b203-23f838bd1508.html

Results:

There were 192 visitors in the Visitor Center during the month of May 2023, which was lower than the 329 visitors received in May 2022. Occupancy tax of \$35,571 was collected in the month of May (for April overnight stays). This was 11% less than the \$39,901 collected in May of 2022. 584 room nights were reported to the tax office for April overnight stays.

Revenues for Lodging on Beech Mountain for April 2023

\$644,786





REPORT

TO: Mayor and Town Council
FROM: Tim Barnett
DATE: June 13, 2023
SUBJECT: Police Department Monthly Report

SIGNATURES:

Town Manager

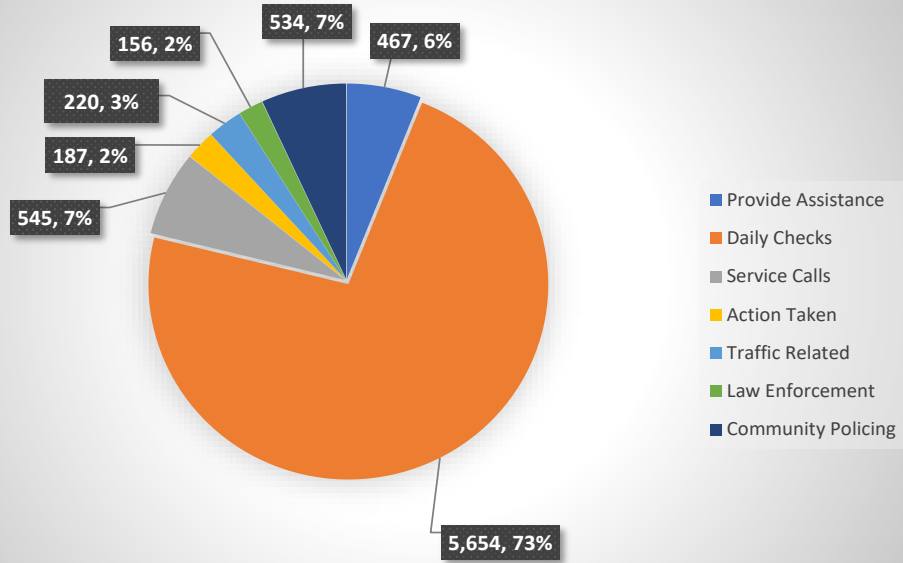
Town Clerk



Activity Log Yearly Summary Totals
 Beech Mountain Police Department
 January 1, 2023 through May 31, 2023

| <i>Call Type</i> | <i>2022</i> | <i>2023</i> | <i>Call Type</i> | <i>2022</i> | <i>2023</i> |
|----------------------------------|-------------|-------------|----------------------------------|-------------|-------------|
| Provide Assistance | | | Traffic Related | | |
| Assist Fire Department | 21 | 3 | Driving While Impaired | 10 | 0 |
| Assist Investigation | 1 | 0 | Improper Parking | 88 | 52 |
| Assist Other Agency | 33 | 23 | Stationary/Directed Patrol | 428 | 32 |
| Assist Town Dept/Business | 5 | 3 | Traffic Control | 26 | 16 |
| Assist Homeowner | 33 | 23 | Vehicle Accidents | 31 | 40 |
| Assist Motorist | 233 | 260 | Vehicle Stops | 130 | 80 |
| Assist Other Officer | 148 | 62 | | | |
| Escort | 232 | 83 | Law Enforcement Calls | | |
| Assist Medical Calls | 31 | 10 | 911 Hang Ups | 24 | 11 |
| | | | Alarms | 35 | 33 |
| Daily Checks | | | Breaking & Entering | 19 | 10 |
| Business Checks | 5,034 | 5,083 | Domestic Complaints | 10 | 3 |
| Care Track Test | 0 | 0 | Assault / Fights | 11 | 5 |
| Security Checks | 96 | 6 | Fire Works Violations | 0 | 0 |
| Residence Checks | 837 | 555 | Fraud | 2 | 4 |
| Welfare Check | 17 | 10 | Hit & Run | 6 | 1 |
| | | | Intoxicated/Drunk & Disruptive | 6 | 0 |
| Service Calls | | | Investigation | 15 | 3 |
| Animal Control Domestic/Wildlife | 49 | 30 | Larceny | 8 | 7 |
| Calls for Service | 696 | 449 | Mental Subject | 3 | 1 |
| Deliver Letter/Message | 27 | 17 | Missing Person | 3 | 5 |
| Found Property | 9 | 7 | Noise Disturbance/Loud Music | 16 | 6 |
| Golf Cart / UTV Inspections | 10 | 20 | Open Door/Open Window | 50 | 16 |
| ATV/Golf Cart Complaints | 1 | 0 | Prowler | 0 | 1 |
| Recreation/Town Deposit | 36 | 22 | Shots Fired/Sound of Shots Fired | 2 | 1 |
| COVID/mask | 0 | 0 | Subject with Gun/Weapon | 1 | 0 |
| | | | Suspicious Vehicle | 60 | 29 |
| Action Taken | | | Trespassing | 16 | 10 |
| Court | 4 | 3 | Vandalism | 3 | 0 |
| Felony Arrest | 2 | 0 | Continuing Investigation | 23 | 10 |
| Misdemeanor Arrest | 5 | 1 | | | |
| State Citations | 34 | 22 | Community Policing | | |
| Town Ordinance Violations | 39 | 97 | Community Policing Contacts | 3,271 | 531 |
| Verbal Warning | 94 | 55 | Community Events | 8 | 2 |
| Warning Citations | 13 | 8 | | | |
| Warrant Service | 7 | 1 | | | |
| | | | | | |
| 2022 Event Totals: 12,477 | | | 2023 Event Totals: 8,090 | | |

2023 Monthly Condensed Calls





REPORT

TO: Town Manager and Council
FROM: Sean Royall
DATE: June 12, 2023
SUBJECT: May 2023 Recreation Report

FOR THE PURPOSE OF:

Review by town manager and town council

ATTACHED FOR YOUR CONSIDERATION:

May 2023 Recreation Report

SIGNATURES:

Town Manager

Town Clerk



May 2023 Recreation Report

Facility Report

Finance Report

| | |
|-----------------------------|-------------|
| Total Monthly Revenue | \$13,310.00 |
| Parking Lot Monthly Revenue | \$54.86 |
| Total Recreation Revenue | \$13,364.86 |

Detailed Revenue Totals

Program Registrations \$3,170.00

Memberships \$7,877.50

Facility Reservations \$670.00

POS \$1,492.50

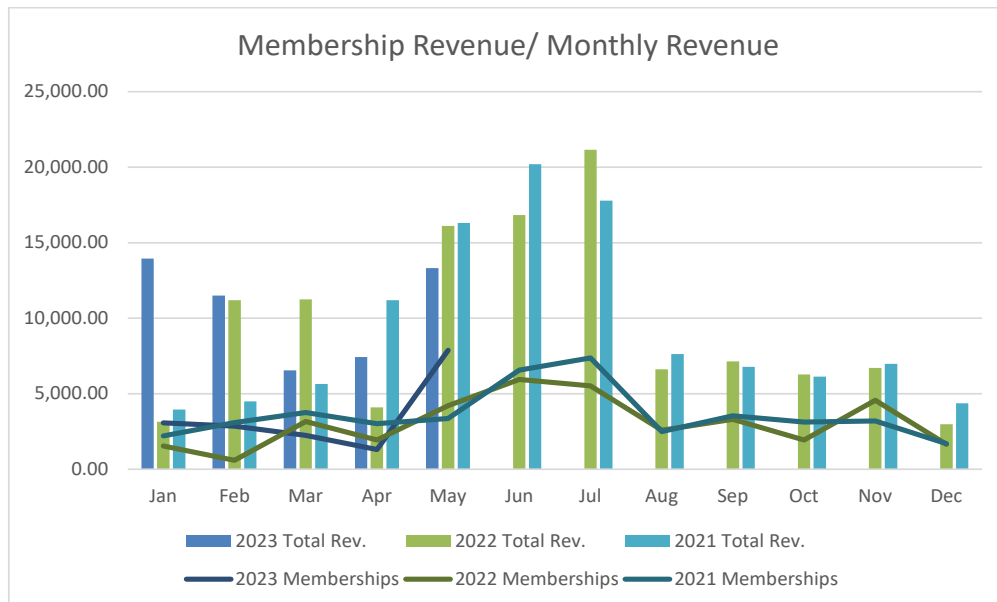
Check-In Report

| | |
|-------------------|-----|
| Member Visits | 616 |
| Non-Member Visits | 235 |

Membership Report

Total Memberships \$7,877.50

| | | |
|--------------------------|------------------------------|----------------------|
| Family Annual \$5,700.00 | Individual Annual \$1,837.50 | Week Passes \$340.00 |
|--------------------------|------------------------------|----------------------|



Facility Rental

Shane Park -\$610.00

Buckeye – \$60.00

Programs

Craft Nights - \$35.00

Holiday Market - \$190.00

Summer Camp - \$2,100.00

Paddle Battle - \$45.00

Other Money

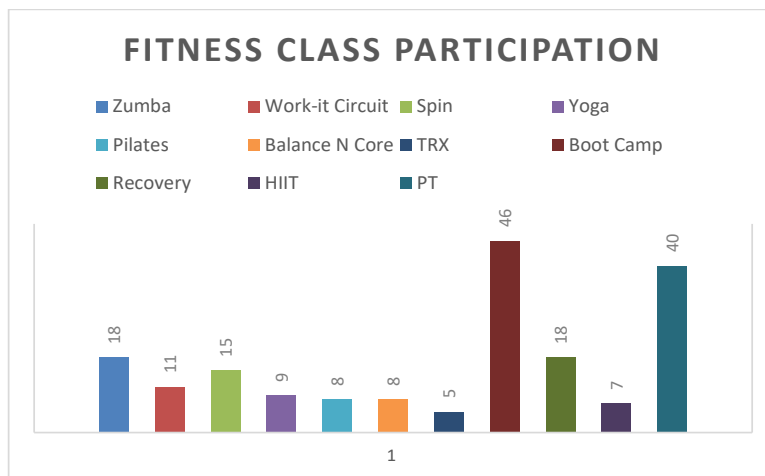
Donation from High Country Audubon Society - \$250.00

Fitness Report

Participants:

Number of classes offered in the month/ Participants.

| | | |
|-------------------|----|----|
| Zumba | 8 | 23 |
| Work-it Circuit | 8 | 18 |
| Spin | 10 | 23 |
| Yoga | 5 | 24 |
| Pilates | 5 | 14 |
| Balance N Core | 5 | 6 |
| TRX | 5 | 11 |
| Boot Camp | 4 | 21 |
| Recovery | 4 | 24 |
| HIIT | 5 | 13 |
| Personal Training | | 59 |



Director's Notes:

- Memberships are almost double compared to last May.
- We now offer Silver Sneakers. The program is up and running.
- Wayfinding signs with new flower beds installed.
- Lack of camp counselors is limiting our camper registration which is reflected in the revenue.

Respectfully Submitted,

Sean Royall
Parks and Recreation Director
Town of Beech Mountain



REPORT

TO: Town Council
FROM: Daniel Davis
DATE: June 13, 2023
SUBJECT: DOI Report May

FOR THE PURPOSE OF:

Monthly reports for Sanitation, water, wastewater and public works

SIGNATURES:

Town Manager

Town Clerk

Summary

Date Printed: 06/05/2023

Page 1 of 3

| Work Order # | WO Status | Origin | Priority | Work Type | Work Category | Site | Source Asset | Source Location | Assigned To | Originated | Expected | Completed | Cost \$ | Hour(s) |
|--------------|-----------|--------|--------------|------------------------|-------------------|-------------------------------------|---------------------------------|---------------------------------|-------------------|------------|------------|------------|---------|---------|
| 3234 | Completed | PM | | | | Water Treatment/Distribution System | | Buckeye Water Treatment Plant | Daniel Davis | 05/01/2023 | 05/02/2023 | 05/03/2023 | 0.00 | 0.00 |
| 3235 | Completed | PM | | | | Fleet | 2004 160 CLC Excavator Trackhoe | Public Works Shop | Chrissy Bonestell | 05/01/2023 | 05/02/2023 | | 0.00 | 0.00 |
| 3241 | Completed | PM | | | | Fleet | Chevy Traverse Rec | Buckeye Rec Center | Chrissy Bonestell | 05/01/2023 | 05/02/2023 | | 0.00 | 0.00 |
| 3245 | Completed | PM | | | | Facilities/Buildings/Grounds | Carwash | | Leroy Wright | 05/01/2023 | 05/02/2023 | | 0.00 | 0.00 |
| 3318 | Completed | Non-PM | 1 - Critical | | Road Maintenance | Road Maintenance/Right of Way | VILLAGE RD | | Matthew Clawson | 05/25/2023 | | 06/05/2023 | 0.00 | 0.00 |
| 3319 | Completed | Non-PM | 1 - Critical | | Road Maintenance | Road Maintenance/Right of Way | BEECH MOUNTAIN PKWY | | Matthew Clawson | 05/25/2023 | | 06/05/2023 | 0.00 | 0.00 |
| 3322 | Completed | Non-PM | 1 - Critical | | Road Maintenance | Road Maintenance/Right of Way | LAKE RD | | Matthew Clawson | 05/25/2023 | | 06/05/2023 | 0.00 | 0.00 |
| 3327 | Completed | Non-PM | 1 - Critical | | Road Maintenance | Road Maintenance/Right of Way | CHARTER HILLS RD | | Matthew Clawson | 05/25/2023 | | 06/05/2023 | 0.00 | 0.00 |
| 3329 | Completed | Non-PM | 1 - Critical | | Road Maintenance | Road Maintenance/Right of Way | SKIVIEW LN | | Matthew Clawson | 05/25/2023 | | 06/05/2023 | 0.00 | 0.00 |
| 3246 | Completed | PM | 2 - High | | Custodial | Facilities/Buildings/Grounds | | PW Utilities Office | Daniel Davis | 05/02/2023 | 05/04/2023 | 05/03/2023 | 0.00 | 0.00 |
| 3256 | Completed | PM | 2 - High | Preventive Maintenance | | Town Services | 123 ST ANDREWS RD | | Matthew Clawson | 05/04/2023 | 05/05/2023 | | 0.00 | 0.00 |
| 3295 | Completed | PM | 2 - High | Preventive Maintenance | | Town Services | 123 ST ANDREWS RD | | Matthew Clawson | 05/18/2023 | 05/19/2023 | | 0.00 | 0.00 |
| 3307 | Completed | PM | 2 - High | | Custodial | Facilities/Buildings/Grounds | | PUD PWD Office | Water Plant | 05/23/2023 | 05/24/2023 | 06/01/2023 | 0.00 | 0.00 |
| 3247 | Completed | PM | 3 - Medium | | Custodial | Facilities/Buildings/Grounds | | PW Utilities Office | Daniel Davis | 05/02/2023 | 05/03/2023 | 05/03/2023 | 0.00 | 0.00 |
| 3250 | Completed | PM | 3 - Medium | Reactive Maintenance | Brush-Limb Pickup | Sanitation | Special Pickup | Beech Mountain Collection Route | Chrissy Bonestell | 05/03/2023 | | 05/04/2023 | 0.00 | 0.00 |
| 3277 | Completed | PM | 3 - Medium | Reactive Maintenance | Brush-Limb Pickup | Sanitation | Special Pickup | Beech Mountain Collection Route | Chrissy Bonestell | 05/10/2023 | | 05/17/2023 | 0.00 | 0.00 |

Summary

Date Printed: 06/05/2023

Page 2 of 3

| Work Order # | WO Status | Origin | Priority | Work Type | Work Category | Site | Source Asset | Source Location | Assigned To | Originated | Expected | Completed | Cost \$ | Hour(s) |
|--------------|-----------|--------|------------|----------------------|-------------------------------------|--------------------------------|------------------------------------|---------------------------------|-------------------|------------|----------|------------|---------|---------|
| 3291 | Completed | PM | 3 - Medium | Reactive Maintenance | Brush-Limb Pickup | Sanitation | Special Pickup | Beech Mountain Collection Route | Chrissy Bonestell | 05/17/2023 | | 05/24/2023 | 0.00 | 0.00 |
| 3249 | Completed | Non-PM | 4 - Low | | Customer Complaint | Town Services | 513 ST ANDREW S RD/FIRE ST2 (TOWN) | | Matthew Clawson | 05/02/2023 | | 05/03/2023 | 0.00 | 0.00 |
| 3251 | Completed | Non-PM | 4 - Low | | Right of Way Maintenance | Road Maintenance/ Right of Way | RACCOON RD | | Matthew Clawson | 05/03/2023 | | 05/03/2023 | 0.00 | 0.00 |
| 3252 | Completed | Non-PM | 4 - Low | | Clear Street of Obstruction -Debris | Road Maintenance/ Right of Way | HOLLY LN | | David Clawson | 05/03/2023 | | 05/03/2023 | 0.00 | 0.00 |
| 3255 | Completed | Non-PM | 4 - Low | | Clear Street of Obstruction -Debris | Road Maintenance/ Right of Way | SWEETWATER DR | | David Clawson | 05/03/2023 | | 05/03/2023 | 0.00 | 0.00 |
| 3275 | Completed | Non-PM | 4 - Low | | Other | Road Maintenance/ Right of Way | BEECH MOUNTAIN PKWY | | Matthew Clawson | 05/09/2023 | | 05/25/2023 | 0.00 | 0.00 |
| 3282 | Completed | Non-PM | 4 - Low | | Culvert Maintenance | Road Maintenance/ Right of Way | LAKE RD | | Matthew Clawson | 05/11/2023 | | 05/25/2023 | 0.00 | 0.00 |
| 3286 | Completed | Non-PM | 4 - Low | | Customer Complaint | Town Services | 1414 BEECH MTN PKWY | | Matthew Clawson | 05/15/2023 | | 06/05/2023 | 0.00 | 0.00 |
| 3290 | Completed | Non-PM | 4 - Low | | Drainage Issue | Road Maintenance/ Right of Way | RAVEN RD | | Matthew Clawson | 05/16/2023 | | 05/25/2023 | 0.00 | 0.00 |
| 3293 | Completed | Non-PM | 4 - Low | | Sign Reinstall- Replacement | Road Maintenance/ Right of Way | BRIARWOOD LN | | Jacob Caussin | 05/17/2023 | | 05/17/2023 | 0.00 | 0.00 |
| 3297 | Completed | Non-PM | 4 - Low | | | Town Services | 200 TAMARACK RD | | Daniel Davis | 05/19/2023 | | 05/31/2023 | 0.00 | 0.00 |
| 3299 | Completed | Non-PM | 4 - Low | | Customer Complaint | Town Services | 839 PINE RIDGE RD | | Victoria O'Connor | 05/19/2023 | | 05/31/2023 | 0.00 | 0.00 |
| 3301 | Completed | Non-PM | 4 - Low | | Washout or Erosion | Road Maintenance/ Right of Way | SKIWAY RD | | Matthew Clawson | 05/22/2023 | | 05/25/2023 | 0.00 | 0.00 |
| 3303 | Completed | Non-PM | 4 - Low | | Road Maintenance | Road Maintenance/ Right of Way | WELDING WEG | | Matthew Clawson | 05/22/2023 | | 05/25/2023 | 0.00 | 0.00 |
| 3305 | Completed | Non-PM | 4 - Low | | Other-Taps and Systems | Town Services | 210 FOXGRAPE HOLLOW | | Leroy Wright | 05/23/2023 | | 05/23/2023 | 0.00 | 0.00 |

Summary

Date Printed: 06/05/2023

Page 3 of 3

| Work Order # | WO Status | Origin | Priority | Work Type | Work Category | Site | Source Asset | Source Location | Assigned To | Originated | Expected | Completed | Cost \$ | Hour(s) |
|-----------------------------|-----------|--------|----------|-----------|-------------------------------------|--------------------------------|------------------------|-----------------|-------------------|------------|----------|------------|----------------------|------------------|
| 3311 | Completed | Non-PM | 4 - Low | | | Town Services | 100 WEDLIN G WEG #5 | | Chrissy Bonestell | 05/23/2023 | | 05/23/2023 | 0.00 | 0.00 |
| 3337 | Completed | Non-PM | 4 - Low | | Clear Street of Obstruction -Debris | Road Maintenance/ Right of Way | LAKE RD | | Matthew Clawson | 05/25/2023 | | 06/05/2023 | 0.00 | 0.00 |
| 3342 | Completed | Non-PM | 4 - Low | | Clear Street of Obstruction -Debris | Road Maintenance/ Right of Way | CHESTN UT WAY | | Matthew Clawson | 05/26/2023 | | 05/31/2023 | 0.00 | 0.00 |
| 3352 | Completed | Non-PM | 4 - Low | | Data Log | Town Services | 432 ST ANDREW S RD | | Chrissy Bonestell | 05/31/2023 | | 06/01/2023 | 0.00 | 0.00 |
| 3354 | Completed | Non-PM | 4 - Low | | Customer Complaint | Town Services | 114 W BLUEBE RRY LN | | Water Plant | 05/31/2023 | | 05/31/2023 | 0.00 | 0.00 |
| 3358 | Completed | Non-PM | 4 - Low | | Data Log | Town Services | 1039 CHARTE R HILLS RD | | Chrissy Bonestell | 05/31/2023 | | 05/31/2023 | 0.00 | 0.00 |
| Records Selected: 37 | | | | | | | | | | | | | Total Cost \$ | Total Hrs |
| | | | | | | | | | | | | | 0.00 | 0.00 |

Report Parameters

Filter: Contains([WO Status], 'Completed') And Not Contains([Source Site], 'Parks & Rec')

Search:

Advanced Filters: [Originated] Between '05/01/2023' And '05/31/2023'

Tags:

Town of Beech Mountain
Water Treatment Monthly Operation Report

May 2023 flow totals:

Raw Totals: 14.123 MG
.456 MGD AVG
.381 MGD MIN
.749 MGD MAX

Finished Totals: 13.322 MG
.430 MGD AVG
.342 MGD MIN
.554 MGD MAX

All Bacteria samples taken were absent of Coliform Bacteria.

All daily tests are in compliance.

Grassy Gap Wastewater Plant

| | | |
|--------------|-------|-----|
| Total Flow | 1.02 | MG |
| Average Flow | 0.034 | MGD |
| Daily Max | 0.062 | MGD |
| Daily Min | 0.013 | MGD |
| Limit | 0.08 | MGD |

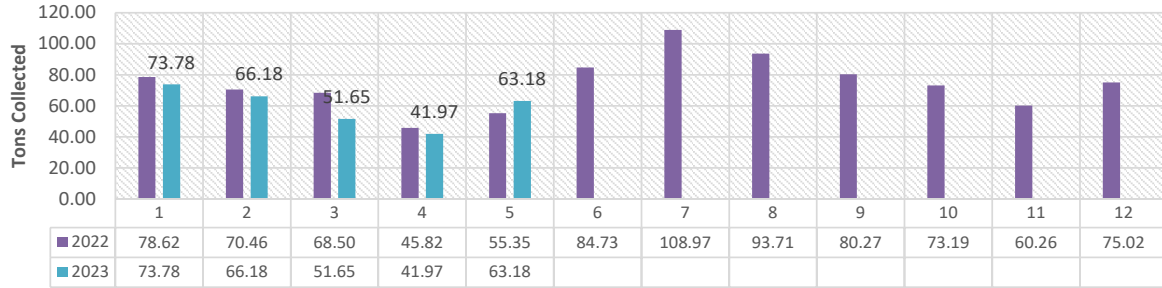
Pond Creek Wastewater Plant

| | | |
|--------------|-------|-----|
| Total Flow | 3.93 | MG |
| Average Flow | 0.131 | MGD |
| Daily Max | 0.16 | MGD |
| Daily Min | 0.11 | MGD |
| Limit | 0.4 | MGD |

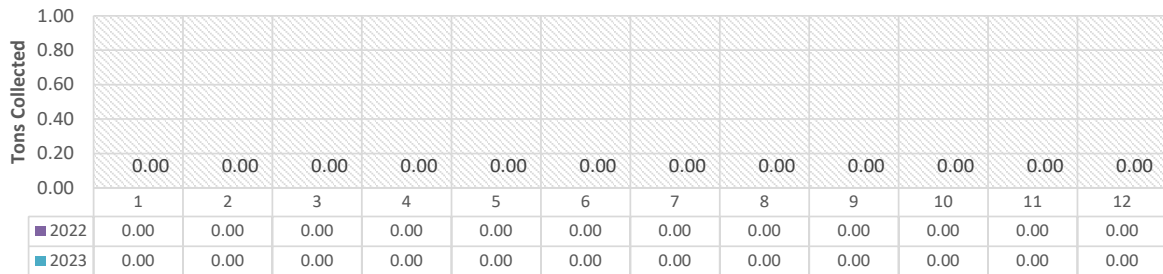
Sanitation Department
Monthly Report

| 2022 | SOLID WASTE | CONSTRUCTION MATERIAL | RECYCLING | | | | | | --ROAD MAINTENANCE-- | | | | | |
|------------|-------------|-----------------------|----------------|-------|---------|-------|----------|-----------|----------------------|-------------------|--------------------|-----------|----------------|----------------|
| | | | RECYCLED METAL | PAPER | PLASTIC | GLASS | ALUMINUM | CARDBOARD | ROADS GRADED | STABILIZING STONE | POT HOLES REPAIRED | WASH OUTS | DITCHES PULLED | ROADWAYS MOWED |
| JAN | 78.62 | Res. Const. Day | 1.50 | 0.41 | 0.39 | 0.00 | 0.00 | 0.00 | | | | | | |
| FEB | 70.46 | Res. Const. Day | 12.07 | 0.63 | 0.43 | 0.00 | 0.00 | 9.37 | | | 20 | 5 | 4 | |
| MAR | 68.50 | Res. Const. Day | 2.58 | 0.84 | 0.65 | 0.00 | 0.00 | 0.00 | 4 | 5 | 20 | 8 | 2 | |
| APR | 45.82 | Res. Const. Day | 1.39 | 0.89 | 0.35 | 2.18 | 0.28 | 0.00 | 20 | 2 | 20 | 4 | 4 | |
| MAY | 55.35 | Res. Const. Day | 4.99 | 0.62 | 0.86 | 1.49 | 0.24 | 0.00 | 12 | 0 | 25 | 8 | 4 | |
| JUN | 84.73 | Res. Const. Day | 1.67 | 1.43 | 2.07 | 2.50 | 0.67 | 5.51 | 16 | 5 | 50 | 6 | 20 | 5 |
| JUL | 108.97 | Res. Const. Day | 3.09 | 1.03 | 0.93 | 3.23 | 0.58 | 0.00 | 9 | 0 | 4 | 12 | 3 | 2 |
| AUG | 93.71 | Res. Const. Day | 3.90 | 1.34 | 0.74 | 3.30 | 0.33 | 4.17 | 16 | 2 | 12 | 6 | 8 | 12 |
| SEPT | 80.27 | Res. Const. Day | 6.24 | 0.82 | 0.55 | 1.91 | 0.30 | 4.16 | 14 | 2 | 1 | 3 | 0 | 30 |
| OCT | 73.19 | Res. Const. Day | 2.36 | 0.87 | 0.47 | 1.43 | 0.15 | 0.00 | 17 | 0 | 1 | 1 | 0 | 0 |
| NOV | 60.26 | Res. Const. Day | 1.47 | 1.03 | 0.04 | 2.81 | 1.88 | 4.52 | 4 | 6 | 25 | 16 | 11 | 0 |
| DEC | 75.02 | Res. Const. Day | 0.45 | 0.44 | 0.19 | 1.05 | 0.09 | 0.00 | 6 | 0 | 0 | 0 | 0 | 0 |
| YTD TOTALS | 894.90 | 0.00 | 41.71 | 10.35 | 7.67 | 19.90 | 4.52 | 27.73 | 118.00 | 22 | 178 | 69 | 56 | 49 |
| 2023 | SOLID WASTE | CONSTRUCTION MATERIAL | RECYCLING | | | | | | --ROAD MAINTENANCE-- | | | | | |
| | | | RECYCLED METAL | PAPER | PLASTIC | GLASS | ALUMINUM | CARDBOARD | ROADS GRADED | STABILIZING STONE | POT HOLES REPAIRED | WASH OUTS | DITCHES PULLED | ROADWAYS MOWED |
| JAN | 73.78 | Res. Const. Day | 1.36 | 0.52 | 0.33 | 1.16 | 0.13 | 0.00 | | | | | | |
| FEB | 66.18 | Res. Const. Day | 1.36 | 0.48 | 0.28 | 1.06 | 0.13 | 4.05 | | | | | | |
| MAR | 51.65 | Res. Const. Day | 0.00 | 1.31 | 0.52 | 1.34 | 0.15 | 0.00 | 13 | | 3 | 7 | | |
| APR | 41.97 | Res. Const. Day | 7.23 | 0.67 | 0.25 | 0.96 | 0.18 | 0.00 | 7 | | 5 | 5 | 12 | |
| MAY | 63.18 | Res. Const. Day | 11.50 | 0.57 | 0.70 | 1.02 | 0.22 | | 25 | 25 | 20 | 15 | 25 | 8 |
| JUN | | Res. Const. Day | | | | | | | | | | | | |
| JUL | | Res. Const. Day | | | | | | | | | | | | |
| AUG | | Res. Const. Day | | | | | | | | | | | | |
| SEPT | | Res. Const. Day | | | | | | | | | | | | |
| OCT | | Res. Const. Day | | | | | | | | | | | | |
| NOV | | Res. Const. Day | | | | | | | | | | | | |
| DEC | | Res. Const. Day | | | | | | | | | | | | |
| YTD TOTALS | 296.76 | 0.00 | 21.45 | 3.55 | 2.08 | 5.54 | 0.81 | 4.05 | 45.00 | 25 | 28 | 27 | 37 | 8 |

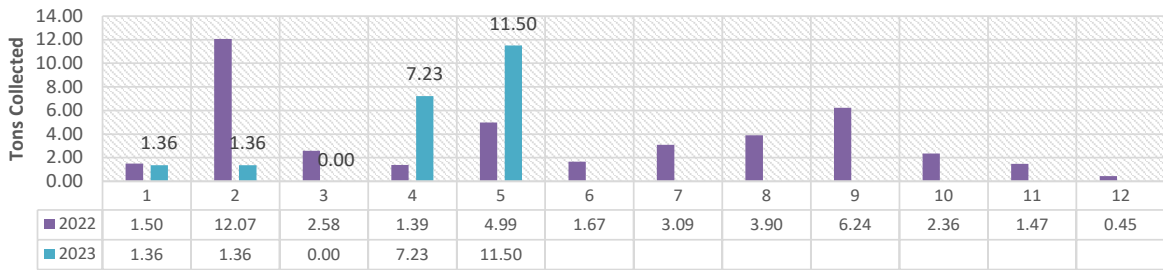
Solid Waste



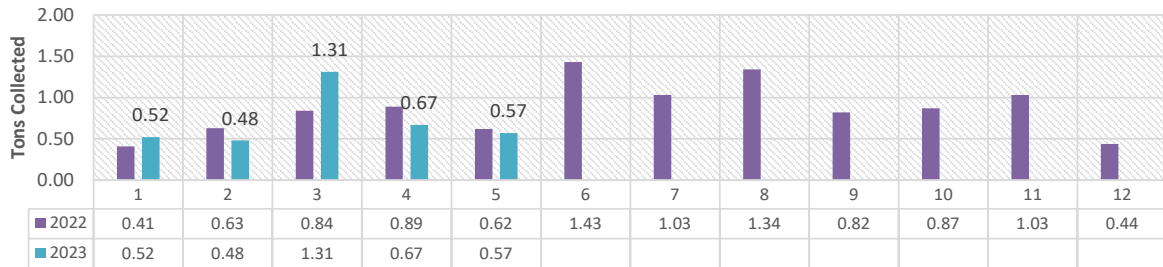
Construction Material



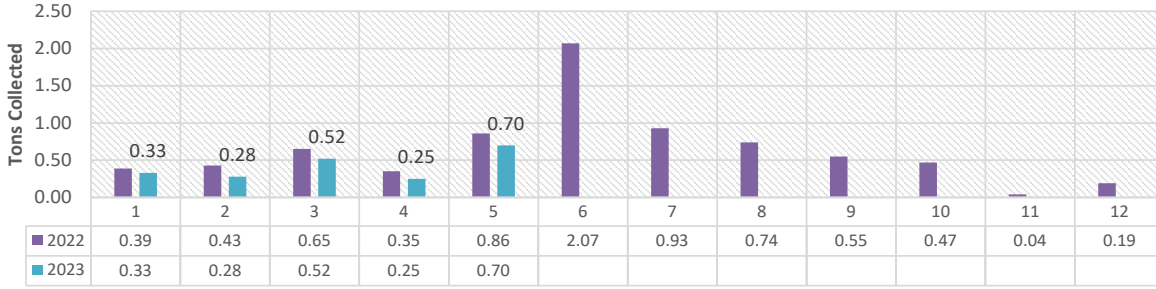
Recycled Metal



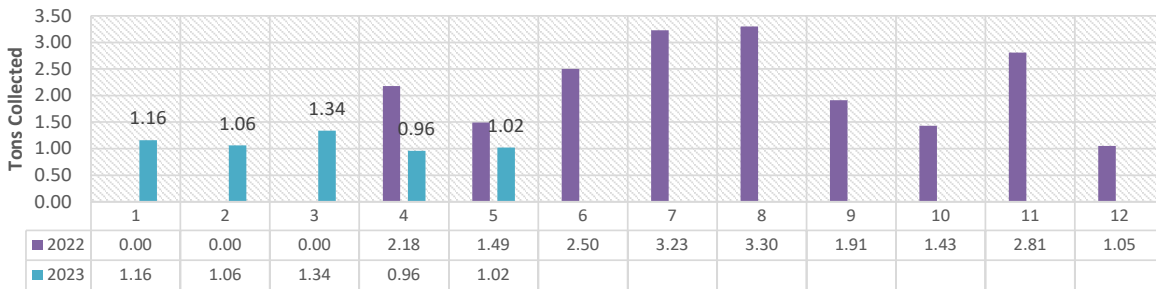
Recycled Paper



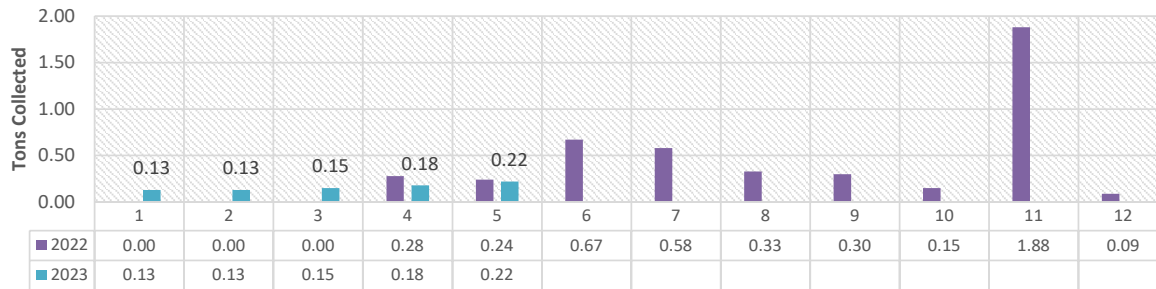
Recycled Plastic



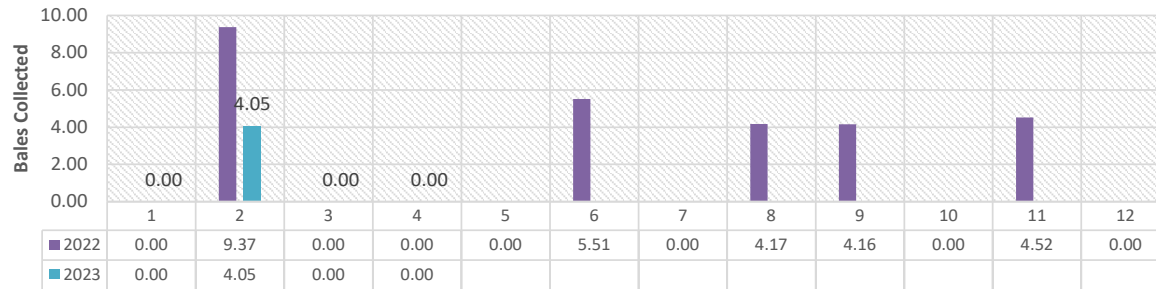
Recycled Glass



Recycled Aluminum



Recycled Cardboard

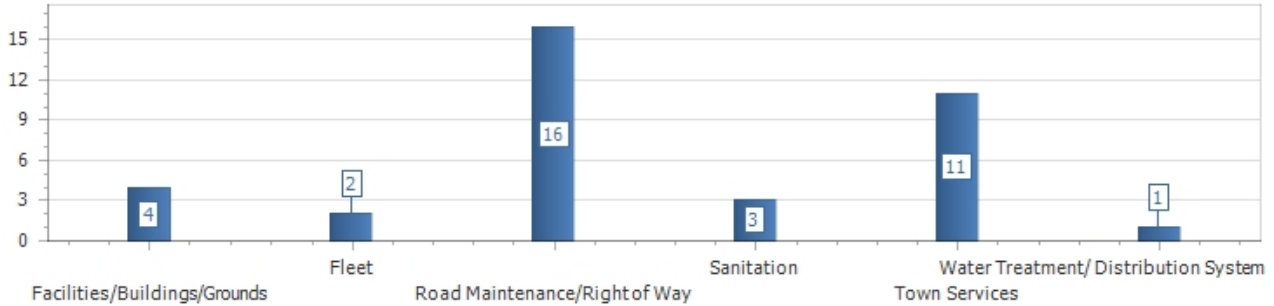


Completed WOs by Site Analysis

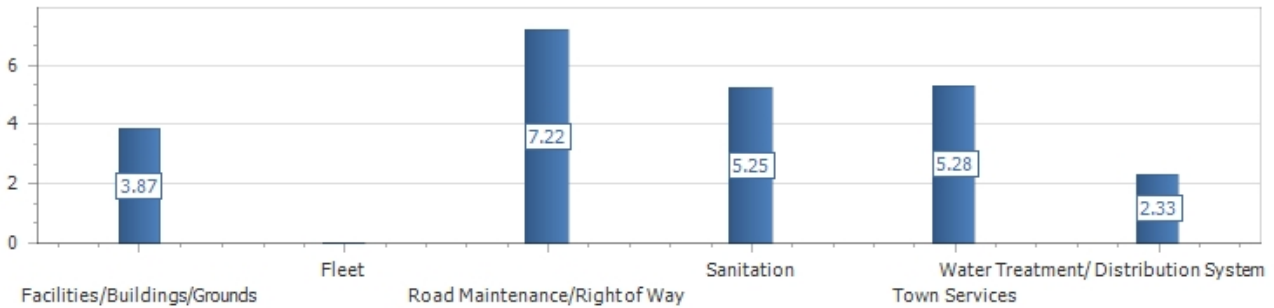
Date Printed: 06/05/2023

Page 1 of 1

Total



Average days to close



| Site | Total | Average days to close |
|--------------------------------------|-------|-----------------------|
| Facilities/Buildings/Grounds | 4 | 3.87 |
| Fleet | 2 | 0.00 |
| Road Maintenance/Right of Way | 16 | 7.22 |
| Sanitation | 3 | 5.25 |
| Town Services | 11 | 5.28 |
| Water Treatment/ Distribution System | 1 | 2.33 |

Report Parameters

Filter: Contains([WO Status], 'Completed') And Not Contains([Source Site], 'Parks & Rec')

Search:

Advanced Filters: [Originated] Between '05/01/2023' And '05/31/2023'

Tags:



REPORT

TO: Town Council
FROM: Preston Yates
DATE: June 13, 2023
SUBJECT: Planning and Inspection Monthly Report 2023-05

FOR THE PURPOSE OF:

Report of monthly activities for the Planning and Inspection Department in May.

SIGNATURES:

Town Manager

Town Clerk

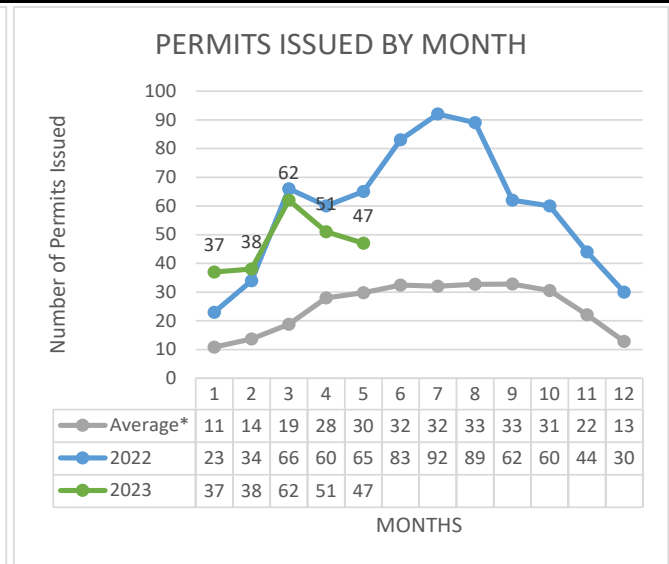
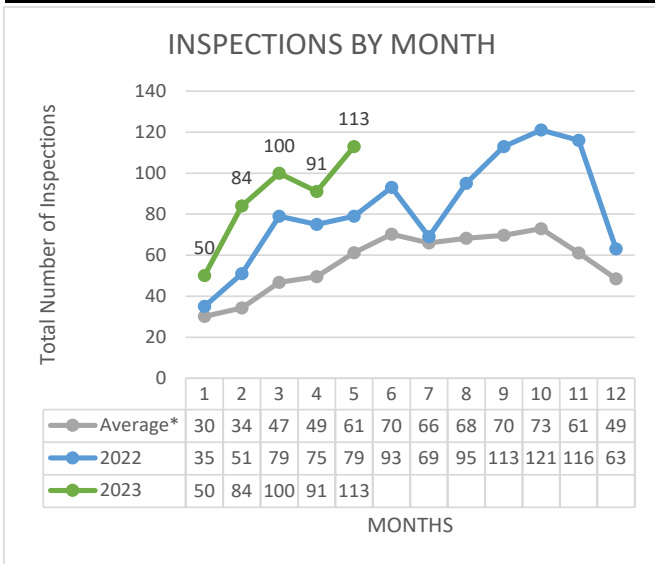
TOWN OF BEECH MOUNTAIN
Monthly Report
Planning and Inspections Department
May-2023

1. Number of Inspections

| | This Month | Last Month | Same Month Last Year | This Fiscal Year to Date | Last Fiscal Year to Date | Calendar Year to Date |
|-----------------|------------|------------|----------------------|--------------------------|--------------------------|-----------------------|
| Building | 45 | 30 | 36 | 393 | 375 | 153 |
| Electrical | 29 | 18 | 18 | 207 | 139 | 92 |
| Plumbing | 12 | 8 | 10 | 124 | 64 | 49 |
| Htg/Air & Misc. | 27 | 35 | 15 | 291 | 197 | 144 |

2. Permits Issued

| | | | | | | |
|-------------|--------------|--------------|--------------|---------------|---------------|---------------|
| No. Issued | 47 | 51 | 65 | 612 | 511 | 235 |
| Value | \$ 320,969 | \$ 2,168,118 | \$ 1,232,415 | \$ 20,358,145 | \$ 13,619,937 | \$ 9,761,476 |
| Permit Fees | \$ 15,479.64 | \$ 64,831.88 | \$ 69,251.40 | \$ 606,615.08 | \$ 338,795.42 | \$ 269,387.25 |



*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 |
|--------------|-------------------|---------|--------------|------------|----------------------|-------------------|
| 1 | New Single Family | | \$ 13,361.40 | \$ 80,000 | 33 | 28 |
| | New Multi-Family | | | | 0 | 0 |
| | New Commercial | | | | 0 | 0 |
| 46 | Other | Various | \$ 2,118.24 | \$ 240,969 | | |
| 47 | | | \$ 15,479.64 | \$ 320,969 | | |

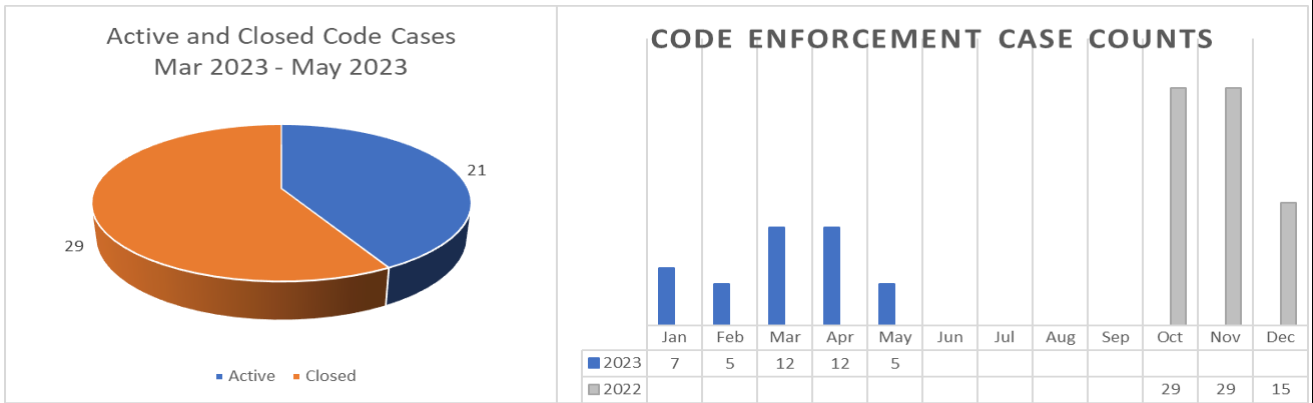
TOWN OF BEECH MOUNTAIN
PLANNING AND INSPECTIONS MONTHLY REPORT
 May-2023

Summary and Highlights

| | |
|-----------------------------|--|
| Building: | Building permit issuance slightly lower than 2022 but remains well above average 33 New Homes permitted since July 1, 2022 compared to 28 in FY 21-22 |
| Zoning: | Zoning amendments awaiting codification |
| Trees: | Tree permits continue at average numbers |
| GIS/Mapping: | Database maintenance and consolidation underway to improve data management |
| Planning Board: | Planning Board did not meet in May - there were no items for consideration |
| Board of Adjustment: | Board of Adjustment met on June 6 to hear Appeal of Administrative Decision |
| Other: | Reported Town Boundary changes to Census BAS |

CODE ENFORCEMENT

Monthly and Quarterly Case Counts



| | |
|--------------------------|--|
| Code Enforcement: | Averaging 20-25 active case load for current quarter Initiated Active Code Enforcement effort for Trash Enclosures, LP Screening, Driveway Culverts, etc. |
|--------------------------|--|



REPORT

TO: Mayor and Town Council
FROM: Bob Pudney
DATE: June 13, 2023
SUBJECT: Fire Department Monthly Report

SIGNATURES:

Town Manager

Town Clerk

**BEECH MOUNTAIN FIRE DEPARTMENT
Monthly Report
May 31, 2023**

| EVENT | THIS PERIOD | SAME PERIOD LAST YEAR | FISCAL YTD |
|--------------------------|-------------|-----------------------|------------|
| FIRE CALLS | 5 | 6 | 93 |
| MEDICAL CALLS | 7 | 8 | 161 |
| FIRE SAFETY INSPECTIONS | 1 | 0 | 18 |
| PUBLIC EDUCATION | 0 | 0 | 0 |
| FIRE HYDRANT INSPECTIONS | 273 | 362 | 362 |
| TRAINING HOURS | 297 | 198 | 3144 |
| MEETINGS | 3 | 4 | 52 |
| EMS RESPONSE TIME AVG. | 9.43 | N/A | 10.8 |

COMMENTS:

Membership Recruitment Program.

Fire Hydrant Testing

