



**AGENDA**  
**Regular Town Council**  
**Thursday, June 13, 2024**  
**Council Chambers 4:00 PM**

Page

1. CALL TO ORDER
2. ADOPTION OF AGENDA
3. INVOCATION- DEWEY CYCLONE BRETT
4. PLEDGE OF ALLEGIANCE
5. FISCAL YEAR 2024-25 ANNUAL BUDGET PUBLIC HEARING 2ND READING
  - 5.1. Public Hearing Annual Budget FY:2024-25
6. PUBLIC COMMENT

This is a time for the public to address their elected officials on issues not on the agenda. The town council is interested in hearing your concerns; however, speakers should not expect council action or deliberation on items brought forth during this public comment period. Topics requiring further investigation and action will be referred to the Town Manager and may be scheduled for a future agenda.
7. CONSENT AGENDA

The consent agenda contains those items not expected to require discussion and can be voted upon with a single vote. Any member of the town council can request a consent agenda item to be removed for consideration under new business.

  - 7.1. Adoption of Minutes 3 - 14  
[Regular Town Council - 14 May 2024 - Minutes - Pdf](#)  
[Town Council FY: 2024-2025 Budget Retreat - 22 May 2024 - Minutes - Pdf](#)
  - 7.2. Amendment to the 2024 Budget Ordinance 15 - 17  
  
Approve  
[Output Document \(Staff Report - 1032\) - Pdf](#)
  - 7.3. Solid Waste Franchise Agreement 19 - 30  
  
Authorize the Town Manager to execute a twelve-month renewal.  
[Output Document \(Staff Report - 1041\) - Pdf](#)
  - 7.4. Tax Release & Refunds 31 - 33  
  
approve release  
[Output Document \(Staff Report - 1044\) - Pdf](#)

8. NEW BUSINESS

8.1.	2025 Annual Budget Ordinance	35 - 46
	Approve <a href="#">Output Document (Staff Report - 1033) - Pdf</a>	
8.2.	Consideration of the 2025 Fee Schedule	47 - 63
	Approve <a href="#">Output Document (Staff Report - 1043) - Pdf</a>	
8.3.	Request for Revision to Camping Ordinance for Shane Park <a href="#">Output Document (Staff Report - 1037) - Pdf</a>	65 - 66
9.	TOWN MANAGER AND STAFF REPORTS	
9.1.	Monthly Finance and Budget Reports for April 2024	67 - 71
	review <a href="#">Output Document (Staff Report - 1029) - Pdf</a>	
9.2.	DOI Monthly Report <a href="#">Output Document (Staff Report - 1035) - Pdf</a>	73 - 78
9.3.	May 2024 Recreation Report <a href="#">Output Document (Staff Report - 1036) - Pdf</a>	79 - 81
9.4.	Police Department Monthly Report <a href="#">Output Document (Staff Report - 1031) - Pdf</a>	83 - 85
9.5.	TDA Report June 2024 <a href="#">Output Document (Staff Report - 1039) - Pdf</a>	87 - 89
9.6.	Fire Department Monthly Report <a href="#">Output Document (Staff Report - 1040) - Pdf</a>	91 - 92
9.7.	Planning and Inspection Monthly Report 2024-05 <a href="#">Output Document (Staff Report - 1042) - Pdf</a>	93 - 95
10.	TOWN COUNCIL COMMENTS	
11.	ADJOURNMENT	



# MINUTES

## Regular Town Council Meeting

4:00 PM - Tuesday, May 14, 2024  
Council Chambers

The Regular Town Council of the Town of Beech Mountain was called to order on Tuesday, May 14, 2024, at 4:00 PM, in the Council Chambers, with the following members present:

**COUNCIL PRESENT:** Mayor Weidner Abernethy  
Vice Mayor Kelly Melang  
Councilmember Alan Villanova  
Councilmember Art Beckmann

**COUNCIL EXCUSED:** Councilmember M.W. Stanford

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

### 1. CALL TO ORDER

- 1.1. Mayor Abernethy announced the change of the June council meeting from June 11th to June 13th at 4:00pm in the Council Chambers as a reminder of the schedule change.

### 2. ADOPTION OF AGENDA

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

#### Motion

Kelly Melang made a motion to adopt the agenda Art Beckmann seconded the motion. CARRIED. unanimously.

### 3. INVOCATION- DEWEY CYCLONE BRETT

### 4. PLEDGE OF ALLEGIANCE

### 5. ACKNOWLEDGEMENT ANNOUNCEMENT

- 5.1. Acknowledgment of Adalynne Tyre- Mrs. Kate Gavenus introduced Adalynne Tyre and thanked her for showing interest in Beech Mountain for her school project. Mayor Abernethy thanked Adalynne and her father for visiting Beech Mountain and encouraged them to revisit and enjoy the many activities the

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mountain has to offer.

## 6. PUBLIC COMMENT

- 6.1. Sandy Carr of 505 Pine Ridge Road- The upcoming Farmers' Market is held in the public parking lot the first Friday of every month June - October. This year's Market will feature 35 vendors adding three new local farms, new artist, ice cream, a petting zoo and much more! Thank you to the town for supporting this community event! We look forward to seeing everyone next month!

Nick Wilson of 513 Charter Hills Road- I have several items I would like council to consider.

1. Water Plant has finished in 1st in taste in the state over the past couple of years. I would like to ask council to provide an updated carcinogenic report.
2. Many of us here today are concerned of the possible closing of the Convenience Center.
3. Rumor that a councilmember is leaving, we do not want that to happen. We elected you to be on this council and want you to serve to the best ways you possibly can.
4. I recommend one or two councilmembers meet publicly with taxpayers monthly to hear our concerns outside of the regularly scheduled council meeting.

Jana Greer of 504 Oz Road- Town councilmembers in a time where negativity often seems to overshadow positivity I feel compelled to express my sincerest appreciation for the dedication and care you consistently invest into our town particularly in matters as crucial as budget allocation. It is evident that you prioritize the well being of our residents and our valued town employees and for that I am truly grateful. The conscientious approach you take in ensuring our town employees are fairly compensated is not only commendable but also essential. I am aware of the challenges faced by employers in retaining talented individuals who demonstrate genuine dedication to their work. Moreover as a member of this community who understands the reality of navigating the ever rising cost of living I am deeply appreciated of your efforts to support our town employees in providing for their families. I also want to extend my gratitude for your diligence in exploring potential avenues in streamlining our budget. It is disheartening to witness the spread of unfounded rumors and unnecessary drama particularly surrounding the discussions about the Convenience Center. Your commitment to conducting thorough research even in the face of unwarranted criticism reflects your unwavering dedication to serving the best interest of our community. I want to reassure you that your efforts do not go unnoticed nor unappreciated. As Beech Mountain continues to evolve and flourish it is assuring to know we have a town council comprised of individuals who not only possess the maturity and professionalism needed to navigate challenges but also embody a steadfast determination to propel our community toward a brighter future.

David Murray of 101 Hollow Tree Road- The sides of the roadways from Fred's General Store to Ski Beech are dangerous. I had an experience when driving in dense fog and trying to slowly follow the white line on the road was very

difficult.

Janet Villanova of 142 Teaberry Trail - I want to share the before you speak THINK acronym with everyone.

- T- Is it true?
- H- Is it helpful?
- I- Is it inspiring?
- N- Is it necessary?
- K- Is it Kind?

David Saintsing of 100 Skiway Lane- Beech Mountain is a special place to me and my family. One problem I have with Beech Mountain is putting a trash bin outside of my house as a part time resident I'm concerned of others using our bin while we are away and then we are responsible if/when a bear gets into the garbage. I do not encourage closing the Convenience Center. I want my voice to be heard as a part time resident.

## **7. CONSENT AGENDA**

- 7.1. Adoption of Minutes
- 7.2. Adoption of Closed Session Minutes
- 7.3. Golden Leaf Grant, Grantee Acknowledgment and Agreement
- 7.4. Golden Leaf Resolution of Acceptance and Commitment
- 7.5. Heavy Equipment Purchase Capital Budget Ordinance
- 7.6. Amendment to the FY 2024 Town Budget
- 7.7. 2023 Order to Advertise

### **Motion**

Alan Villanova made a motion to approve the Consent Agenda and Art Beckmann seconded the motion. CARRIED. unanimously.

## **8. NEW BUSINESS**

- 8.1. Public Hearing on Proposed Text Amendments (ZTA 2024-0113)

Mayor Abernethy requested a motion to open the Public Hearing on Proposed Text Amendments. Vice Mayor Melang motioned to open the Public Hearing Councilmember Beckmann seconded the motion.

Urs Gsteiger of 124 Raven Road- I am here to speak in favor of these changes as a former chair of the Planning Board. I would like to focus on the STR portion, the feedback i get the most from residents is the problem we have with STR's on Beech Mountain. These changes go part of the way to doing something about the issue, personally I don't think they go far enough. I would encourage you to go back and take a look at the 2021 report that the Planning

Board sent to Council on STR regulation. There are some items in that report that will go further than these changes in regulating these properties. A few items Council could look at that are not in these changes are; 1. Setting maximum occupancy limits for STR's 2. set a higher limit for the number of parking spaces necessary for STR's 3. Setting a cap on the number of STR's in a particular planning district 4. Enforcing the current ordinances in regards to noise and light. I strongly urge you to adopt these changes presented today and perhaps in the future go further.

Mayor Abernethy requested a motion to close the Public Hearing on Proposed Text Amendments. Councilmember Villanova made a motion to close the Public Hearing and Councilmember Beckmann seconded the motion.

**8.2.** Proposed Text Amendments (ZTA 2024-0113) to the Town of Beech Mountain Code of Ordinances

**Motion**

Art Beckmann made a motion to approve the text amendments provided herein and Alan Villanova seconded the motion. CARRIED. unanimously.

**8.3.** Public Hearing, FY 2025 Town Budget

Mayor Abernethy requested a motion to open the Public Hearing, FY 2025 Town Budget. Vice Mayor Melang made a motion to open the public Hearing and Councilmember Beckmann seconded the motion.

Robert McMichael of 710 Pine Ridge Road- As someone who has been adamant about talking to you all regarding the budget, I want to thank Town Manager Pudney and staff for all the hard work they have done on this budget. I think it is an outstanding job. I'm really happy to see changes in how things are reported, so that it is easily navigated and understood. Thank you.

Mayor Abernethy requested a motion to close the Public Hearing. Vice Mayor Melang made a motion to close the Public Hearing and Councilmember Villanova seconded the motion.

**9. TOWN MANAGER AND STAFF REPORTS**

**9.1** Town Managers Comments:

- . 1. Skiloft report – good progress being made, on schedule. Presented drone footage.
- 2. Tamarack report – milling complete, paving scheduled for first two weeks of June weather dependent. Ditches and culverts completed.
- 3. Town wide cleanup and beautification -. Public Works, Parks and recreation have begun the grading, seeding and plantings for spring. Flower baskets to be placed next week.
- 4. Town Hall / Visitor Center – front parking lot to be graded and paved, expect disruption to access during this period. The roof is underway again.

5. Pond Creek Sewer Plant – contractor underway with repairs, hauling sewage off the mountain in tank trucks.
6. Buckeye Recreation Center HVAC – on schedule, end of June.
7. Mountain electric has informed the town that right of way cutting and spraying will begin this summer. Mountain Electric will be working with our public works department to facilitate the removal of debris and cuttings due to this work. This project is designed to increase the reliability of the electrical grid in the town.
8. Budget –
  - a. Workshop May 22nd at 2:00 pm. Will need direction to make any changes.
  - b. Sanitation-
    - i. Budget report indicates operating above the benchmark – (red) (pg. 88)
    - ii. Submitted three options to council.
      1. Across the board rate increase. (\$35 to \$40) (\$121,000)
      2. Close one additional day per week. (5) reduces across the board increase to \$37.90 (saves \$2.10) (saves \$50,000) (raises \$70,000)
      3. Close the garbage portion of the convenience center. Saves (\$239,180.00 annually) reduces fee to \$30.12 per month.
        - a. Requires an implementation period due code enforce required bins (800).
        - b. Requires rescinding the ordinance exemption.
        - c. Provide time for customers to purchase bins.

The Town Council directed Town Manager Pudney to present a budget on May 22nd with closing an additional day per week.

- i. Water rates-
  - i. Submitted an across-the-board rate increase of 5% (\$54.40 to \$57.25)
    1. Submit two options to the council.
      - a. Retain across the board rate increases.
      - b. Adopt a new scale that encourages conservation and does not penalize low usage customers.
        - i. Increasing scale based upon consumption.
        - ii. Minimum system fee.
      - c. moves from a base rate of 3000 gallons to a service charge and commodity charge. (per gallon)
      - d. Can adjust the consumption multiplier by raising the minimum consumption multiplier.

The Town Council directed Town Manager Pudney to move forward with the new scale model that has been presented.

9. Board of adjustment – alternate position needs to be filled. May I advertise this

vacant spot? The council agreed to advertise the alternate position.

10. Farmers market –

- a. First Friday of each month (June to October)
  - i. June 7th 2-6 pm at the parking lot.
  - ii. Free market bags to the first 100 customers.

11. Reminder, June Town Council Meeting changed to June 13th from the 11th.

- 9.2. Finance Report
- 9.3. Police Department Monthly Report
- 9.4. Fire Department Monthly Report
- 9.5. TDA Report
- 9.6. DOI Report April 2024
- 9.7. April 2024 Recreation Report
- 9.8. Planning & Inspections Monthly Report 2024-04

**10. TOWN COUNCIL COMMENTS**

- 10.1. Councilmember Villanova- I would like to thank the TDA for their time and effort they have put into working along this council. Please be patient during the budget process, we want to do what is in the best interest of the taxpayer and the town. Town Manager Pudney is the most knowledgeable for questions however please reach out to us on council as well. Thank you Mr. Pudney and town staff.

Councilmember Beckmann- Social media is out of hand. Please go to the correct source for factual information. Please address council with concerns or questions. Beech Mountain is a special place and we want to continue moving toward the betterment of the town.

Vice Mayor Melang- Thanks to the Parks and Recreation Department the town has a brand new trail on Pine Ridge Road.

Mayor Abernethy- The Governors Cabinet meeting was held last month at Buckeye Recreation Center and the amount of contacts Beech Mountain gained from hosting that meeting is crucial in the grant process. I want the taxpayers to know that your voice counts if you are full-time or part-time council wants to hear your concerns and requests. Thank you all for your attendance to today's council meeting.

**11. ADJOURNMENT**

- 11.1. Mayor Abernethy requested a motion to adjourn at 5:22pm.

**Motion**

Kelly Melang made a motion to adjourn Alan Villanova seconded the motion.

CARRIED. unanimously.

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Town Clerk

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Mayor, Town of Beech Mountain





# MINUTES

## Town Council FY: 2024-2025 Budget Retreat Meeting

2:00 PM - Wednesday, May 22, 2024  
Council Chambers

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The Town Council FY: 2024-2025 Budget Retreat of the Town of Beech Mountain was called to order on Wednesday, May 22, 2024, at 2:00 PM, in the Council Chambers, with the following members present:

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

**COUNCIL EXCUSED:**

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

### 1. CALL TO ORDER

### 2. ADOPTION OF AGENDA

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

#### Motion

Kelly Melang made a motion to adopt the agenda and Alan Villanova seconded the motion. CARRIED. unanimously.

### 3. PLEDGE OF ALLEGIANCE

### 4. PUBLIC COMMENTS

- 4.1. No public elected speak during this time.

### 5. FY: 2024-2025 PROPOSED ANNUAL BUDGET

- 5.1. Mr. Pudney stated he is presenting a budget that is less than last year's budget. We have made no changes to the Operational or Capital Budgets based on the last meetings. The two changes that have been made are in the Fee Schedule.

We have proposed closing the Convenience Center one additional day, it will be open 40 hours a week 5 days. That change is a savings of approximately \$50,000.00 and is reflected in the Fee Schedule the fee has been raised to \$37.90 from \$35.00. The change reflects the discussion Council had regarding a 5 day a week operation.

We also reduced the source water fee to 40% it was at \$9.00, and we are reducing it to \$5.00. We have done this to reflect the tens of millions of dollars the town has received in grants for our water infrastructure predominantly source water, Lake Coffey. We believe this fee can be reduced further as we move forward but there needed to be some accommodations to the taxpayer in relation to the grants, we received. The Source Water surcharge was transferred to the Utility Source Water account, that has been reduced 40%.

The most consequential changes that we discussed last meeting that are now reflected in the Fee Schedule is the residential water rates and changing the method in which we bill. Every utility customer will receive a service charge and we are proposing \$45.00 regardless of any water used and then you will pay by the gallon on a sliding scale as usage goes up each thousand gallons of water. The customers who have no usage for many months out of the year would have the standard \$45.00 service charge. The customers who use within our average or below are going to see a savings, the average usage on the mountain is 2100 gallons per month. 3000 gallons and above will begin to increase exponentially as you use more water. This is one to attribute to those customers who use a lot of water and to encourage conservation. The sewer rates will use the same model since we meter water and do not meter sewer it will be double this model. If a customer has high usage of water, they will have high usage of sewer. Mr. Pudney explained he does need to monitor every 90 days; I don't expect to see much if any conservation in the first maybe six months of the program. I expect to need to make some adjustments to the model up or down once customers receive a few bills into the program and we begin to see conservation. We need 12 months of volumetrics to really see how this is going to affect our bottom-line utility budget.

Councilmember Stanford asked for clarification on the capital that customers are paying now is being reduced by four dollars to \$5 from \$9? Mr. Pudney confirmed that change is correct. Councilmember Stanford then asked How does that affect a single meter, multi-family unit? Mr. Pudney answered single meters are currently on a commercial account. The commercial accounts have not been changed after a discussion at a previous workshop. We never got a clear direction on bulk water discount for business, I expect we will talk about commercial rates over the next year when we see some volumetrics.

Mayor Abernethy asked the price of the two current trash compactors at the Convenience Center. Mr. Pudney stated the purchase price was \$26,000.00 each. Mayor Abernethy then asked, to operate the Convenience Center, hypothetically speaking that if we removed the trash services from the center the Recycling Center would still operate? Mr. Pudney answered yes, the entire Recycling Center would be open one day a week with corrugated, metal, plastic, transfer dock, two Sunday's a month for bulk construction debris. We wouldn't

do garbage pickup from Council's direction. Mayor Abernethy stated that savings would be approximately \$250,000 if those changes were put into place. Mr. Pudney informed Council that the town has begun enforcing the town ordinance on trash bins now that we have an employee hired for Code Enforcement Officer. The ordinance states that every property is required to have a garbage receptacle. 125 properties did sign the waiver that allowed those homeowners to be exempt from the required trash bin, those properties will not be enforced until the Council directs us to do differently.

Mr. Pudney stated the items he has explained today in the Fee Schedule are the only changes Council asked to change and the rest of the budget remains the same. I'm preparing my budget and the memo that goes with the budget for the June 13th Council Meeting. That meeting does hold a Public Hearing and then the adoption of the budget. I need to be made aware of any changes Council would like made before the June 13th meeting date.

Councilmember Stanford asked if currently in our ordinance it would allow homeowners to get a bear resistant roll out container? Mr. Pudney stated the current ordinance does not allow roll out containers as it is specific to two bins that homeowners may get; if the property is a short-term rental, they are required to have a metal bear resistant bin or not a rental they have an option of a wooden trash bin meeting the specifications listed in the ordinance. Councilmember Stanford stated Council needs to hear from the public about the trash service.

## **6. TOWN COUNCIL COMMENTS**

- 6.1.** Councilmember Villanova- we haven't made up our mind on the Convenience Center. Council is gathering information to see what is best for Beech Mountain and the utility customers.

Councilmember Beckmann- I have had roughly 15 people who have contacted me and across the board those who have spoken with me have said they would pay a \$10 increase to keep from changing the Convenience Center. Right now, the budget reflects closing the Convenience an additional day per week with the rate increase of \$2.90.

Councilmember Stanford- With the current budget and changes to the Convenience Center customers who use the average monthly water will see a net savings. It is about service delivery and I think Council really needs to hear from citizens and what services you want. Council needs to hear that loud and clear if they want the Convenience Center to be only Recycling or Trash and Recycling, each council member has heard from a handful of people, and I currently don't think that is a clear answer from public.

Vice Mayor Melang- Think about those 125 people who have signed the exemption waiver for the trash bin. I feel a large percentage of that 125 are full time residents so what you're affecting is not part-time or Short-term rentals you are starting to affect the full-time residents. I agree with the additional day per week closure we as a Council need to keep in mind who the changes are

affecting.

Mayor Abernethy- We do need to find a balanced approach for full-time, short-term rentals, and part-times customers. I would like to thank the Outdoor Recreation Crew for the flower hanging baskets along the Beech Mountain Parkway. Mile High Landscaping has begun mowing and is doing a good job landscaping. The work put into the beautification on Beech Mountain is something I personally want to focus on compared to the past "tired mountain" look. Thank you everyone for your attendance.

**6.2.** Mayor Abernethy asked those who are in attendance for any comments.

Dennis Furgeson commented he thinks the reason Council hasn't received comments individually is because the folks aren't here yet, the summer residents aren't aware of any of this is going on unless they watch council meetings via zoom.

A homeowner asked Council to consider having a public hearing when most of the summer residents return regarding the changes being discussed. Mayor Abernethy answered the attendance to the monthly public council meetings are not high in attendance however I will be in favor of what Council decides to do regarding holding an additional meeting. Councilmember Stanford stated he has held two different times for people to meet with him and the first meeting he had zero residents the second meeting he had three residents. Those dates and times were announced during Council Meetings. Urs Gasteiger stated that evening Town Hall sessions at Buckeye Recreation Center had good attendance previously.

**7. ADJOURNMENT**

**7.1.** Mayor Abernethy requested a motion to adjourn at 2:51pm.

**Motion**

Art Beckmann made a motion to adjourn at 2:51pm and Kelly Melang seconded the motion. CARRIED. unanimously.



## COUNCIL ACTION ITEM

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**TO:** Town Council

**FROM:** Steve Smith

**DATE:**

**SUBJECT:** Amendment to the 2024 Budget Ordinance

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**FOR THE PURPOSE OF:**

To align budget to actual

**ATTACHED FOR YOUR CONSIDERATION:**

Budget Amendment #2024-08

**STAFF RECOMMENDATION:**

Approve

**SIGNATURES:**

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Town Manager

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Town Clerk

**TOWN OF BEECH MOUNTAIN, NORTH CAROLINA  
FY2024 BUDGET ORDINANCE  
AMENDMENT # 2024-08**

**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. Water Utility Fund:

1. Administration Utilities, Building & Grounds	30,000
2. Administration Contract Services	35,000
3. Administration Debt Services	2,600
4. Water Treatment Utilities, Building & Grounds	70,000
5. Water Treatment Capital Outlay	3,500
6. Water Treatment Supplies and Materials	23,000
7. Waste Treatment Capital Outlay	<u>50,000</u>

TOTAL ADJUSTMENT TO EXPENDITURES \$ 214,100

**B. REVENUES**

2. To provide for the adjustments to revenues:

b. Water Utility Fund:

1. Interest on Investments	\$ 10,000
2. Metered Water	100,000
3. Metered Waste Water	80,000
4. Tap Fees	<u>24,100</u>

TOTAL ADJUSTMENT TO REVENUE \$ 214,100

<b>C.</b>	<b>FY 2023-2024 Utility Fund Original Budget</b>	<b>\$ 3,508,098</b>
	<b>FY 2023-2024 Amendment #8</b>	<b><u>214,100</u></b>
	<b>FY 2022-2023 Utility Fund Current</b>	<b>\$ 3,722,198</b>
<b>D</b>	<b>EXPENDITURES</b>	
	3. To provide for increases and /or (decreases) in existing Funds:	
	c. Sanitation Utility Fund:	
	1. Debt Service	154,100
	<b>TOTAL ADJUSTMENT TO EXPENDITURES</b>	<b>\$ 154,100</b>
<b>E</b>	<b>REVENUES</b>	
	4. To provide for the adjustments to revenues:	
	d. Sanitation Utility Fund:	
	1. Appropriated Fund Balance	\$ 154,100
	<b>TOTAL ADJUSTMENT TO REVENUE</b>	<b><u>\$ 154,100</u></b>
<b>C.</b>	<b>FY 2023-2024 Sanitation Utility Fund Original Budget</b>	<b>\$ 792,480</b>
	<b>FY 2023-2024 Amendment #8</b>	<b><u>154,100</u></b>
	<b>FY 2022-2023 Utility Fund Current</b>	<b>\$ 946,580</b>

APPROVED THIS THE 13th Day of June 2024

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Emily Haynes, Town Clerk

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Mayor Weidner Abernethy





## COUNCIL ACTION ITEM

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**TO:** Mayor and Town Council  
**FROM:** Bob Pudney  
**DATE:** June 13, 2024  
**SUBJECT:** Solid Waste Franchise Agreement

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**FOR THE PURPOSE OF:**

Authorization is requested for the Town Manager to renew the Solid Waste Franchise for one additional twelve-month period beginning on July 14, 2024, thru July 14, 2025, with Republic Services of North Carolina, LLC.

**ATTACHED FOR YOUR CONSIDERATION:**

Attached is the current agreement, section #6 identifies the term of the franchise of three years with two, one year renewal periods.

**STAFF RECOMMENDATION:**

Authorize the Town Manager to execute a twelve-month renewal.

**SIGNATURES:**

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Town Manager

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Town Clerk

**MUNICIPAL MATERIALS MANAGEMENT AGREEMENT**

This Municipal Materials Management Agreement (the "Agreement") is made and entered into this 1<sup>st</sup> day of July, 2021 ("Effective Date"), by and between the Town of Beech Mountain ("Town"), and Republic Services of North Carolina, LLC, a North Carolina limited liability company qualified to do and actually doing business in the State of North Carolina ("Company").

**RECITALS**

WHEREAS, Town desires that the Company provide Services as defined herein for the Location Types as set forth in this Agreement and Company desires to do so, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

**TERMS AND CONDITIONS**

- 1. Sole and Exclusive Franchise. Company is hereby granted the sole and exclusive franchise, license, and privilege to provide for the collection and disposal of all conforming Waste Material (as defined in Exhibit A) for the following types of locations ("Location Types") within the territorial jurisdiction of the Town (the "Services"):

Location Types

- Residential Units  Large Commercial Units
- Small Commercial Units  Industrial Permanent Units
- Municipal Facilities  Industrial Temporary Units

- 2. Newly Developed Areas. If the Town develops new areas (of the same Location Types as designated above) within the Town's territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The Town shall provide Company with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Company shall provide the Services as set forth in this Agreement in such newly developed area(s). If the Town annexes any new areas that it wishes for Company to provide the Services, the Parties shall negotiate a mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s).
- 3. Scope of Services. Company shall furnish all equipment, trucks, personnel, labor, and all other items necessary to perform the Services. The Services shall not include the collection, disposal of any Excluded Waste or Waste Material located at any Location Type not designated above, or any Waste Material/Service Types not designated in any exhibit attached hereto. Company shall have a ninety (90) days implementation phase from the Effective Date of the Agreement for the start of collection services.
- 4. Out of Scope Services May Be Contracted for Directly with Customers. Company may provide collection and disposal service within the territorial jurisdiction of the Town for any Waste Material and/or Location Types that are outside the scope of this Agreement pursuant such terms and conditions as may be mutually agreed upon by Company and such Customers unless otherwise prohibited by law or ordinance. Such services and agreements are outside the scope of this Agreement, and this Agreement does not require such Customers to use Company for such services, but they may do so at

their discretion. The Town agrees that Company may use any information received from the Town in marketing all of its available services to the Customers located within the Town, whether included in the scope of this Agreement or not.

5. Exhibits. All Exhibits attached this Agreement are an integral part of the Agreement and are incorporated herein.

**Exhibit A** Specifications for Municipal Solid Waste Services

**Exhibit A-1** Municipal Solid Waste Pricing

**Exhibit B** Code of Ordinances

**Exhibit C** Franchise Ordinance

6. Term. This Agreement begins on the Effective Date and expires three (3) years thereafter subject to the mutual consent of the parties, this Agreement can be renewed for two, one year periods.

7. Rates for Services; Rate Adjustments; Additional Fees and Costs.

7.1 Rates for Services. The rates for all Services shall be as shown on Exhibits A-1, subject to the rate adjustments and additional fees and costs as set forth herein.

7.2 Annual Rate Adjustments. Commencing on July 1, 2022, Company shall increase the rates for all Services effective on each anniversary of the Effective Date of this Agreement in an amount equal to the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "CPI") in the month of February. For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI compared to the twelve (12) months preceding.

7.3 Change in Law Adjustments. Company may increase the rates for Services as a result of increases in costs incurred by Company due to (a) changes in local, state, federal or international rules, ordinances or regulations; (b) changes in taxes, fees or other governmental charges (other than income or real property taxes); (c) increased fuel costs in excess of \$3.00 per gallon; and (d) changes in costs due to a Force Majeure Event. Any of the foregoing cost adjustments shall be retroactive to the effective date of such increase or change in cost.

8. Invoicing; Payment; Service Suspension; Audits.

8.1 Not Used.

8.2 Invoicing the Customer Directly. Company shall invoice each individual Customer for all Small Commercial Units, Municipal Facilities, Large Commercial Units, Industrial Permanent Units, and Industrial Temporary Units Services rendered to such Customer under this Agreement within thirty (30) days following the end of the month, and the Customer shall pay Company's invoices.

8.3 Payment. The Customer shall pay each of Company's invoices without offset within twenty (20) days of receipt Company's invoice. Payments may be made by check or ACH only; no purchasing cards or credit cards will be accepted. Payments not made on or before their due date may be subject to late fees of one and one-half percent (1.5%) per month (or the maximum allowed by law, if less). If the Customer withholds payment of a portion or entire invoice and it

is later determined that a portion or all of such withheld amount is owed to Company, such amount shall be subject to the late fees provided herein from the original due date until paid.

8.4 Service Suspension.

8.4.1 Unpaid Invoices. If any amount due to Company from an individual Customer is not paid within sixty (60) days after the date of Company's invoice, Company may suspend that Customer's Services until the Customer has paid its outstanding balance in full. If Company suspends Service, the Customer shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

8.4.2 Suspension at Direction of Town. If the Town wishes to suspend or discontinue Services to a Customer for any reason, the Town shall send Company a written notice (email is acceptable as long as its receipt is acknowledged by Company) identifying the Customer's address and the date the Services should be suspended or discontinued. In the event of Service suspension, the Town shall provide additional email notification to Company if/when it wishes to reactivate the suspended Services. Upon receipt of a notice of reactivation, Company shall resume the Services on the next regularly scheduled collection day. The Town shall indemnify, defend, and hold Company harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the suspension or discontinuation of any Services at the direction of the Town.

8.5 Audit of Company Records. The Town may request and be provided with an opportunity to audit any relevant and non-confidential records of Company that support the calculations of charges invoiced to the Town under this Agreement within the ninety (90) day period before the audit request. Such audits shall be paid for by the Town and shall be conducted under mutually acceptable terms at Company's premises in a manner that minimizes any interruption in the daily activities at such premises.

9. Termination. If either party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching party. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, the Town shall pay Company only such charges and fees for the Services performed on or before the termination effective date and Company shall collect its equipment, and Company shall have no further obligation to perform any Services under this Agreement. Upon termination of this Agreement by either party, Republic agrees and stipulates that it waives any additional compensation as may otherwise be allowed or provided for under N.C. Gen. Stat. §160A-327.

10. Compliance with Laws. Company warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, provincial and local laws, rules, regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment ("Applicable Law"). In the event any provision of this Agreement conflicts with an existing ordinance of the Town, this Agreement shall control and Company shall not be fined, punished, or otherwise sanctioned under such ordinance. Company reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.

11. **Title.** Title to Waste Material shall pass to Company when loaded into Company's collection vehicle or otherwise received by Company. Title to and liability for any Excluded Waste shall at no time pass to Company.
12. **Excluded Waste.** If Excluded Waste is discovered before it is collected by Company, Company may refuse to collect the entire waste container that contains the Excluded Waste. In such situations, Company shall contact the Town and the Town shall promptly undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Company, Company may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and, in Company's sole discretion, charge the depositor or generator of such Excluded Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The Town shall provide all reasonable assistance to Company to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Company in connection with such Excluded Waste. Subject to the Town's providing all such reasonable assistance to Company, Company shall release Town from any liability for any such costs incurred by Company in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the Town.
13. **Equipment; Access.** Any equipment that Company furnishes or uses to perform the Services under this Agreement shall remain Company's property. The Customer shall be liable for all loss or damage to such equipment, except for normal wear and tear, or loss or damage resulting from Customer's handling of the equipment. Customers shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume) or alter the equipment. The Customer shall fully reimburse Company for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation, or possession of the equipment by the Customers. If the equipment and/or Waste Material is not accessible so that the regularly scheduled pick-up cannot be made, such Waste Material will not be collected until the next regularly scheduled pick-up, unless the Customer calls Company and requests an extra pick-up, in which case an extra service charge will apply. Company shall not be responsible for any damages to any property or equipment located adjacent to the collection receptacles, nor to any pavement, curbing, or other driving surfaces resulting from Company's providing the Services under this Agreement.
14. **Risk Allocation.** Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by that party's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents.
15. **Insurance.** During the Term of this Agreement, Company shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

**Workers' Compensation**

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

**Automobile Liability**

Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
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Pollution Liability Endorsement MCS-90 endorsement for pollution liability coverage

**Commercial General Liability**

Bodily Injury/Property Damage \$2,500,000 each occurrence  
Combined – Single Limit \$5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by Town. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon Town's request, Company shall furnish Town with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the Town, show the Town as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the Town (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of Town.

16. **Force Majeure.** Except for Town's obligation to pay amounts due to Company, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Company has no control, shall not be included as part of Company's service under this Agreement. In the event of increased volume due to a Force Majeure event, Company and the Town shall negotiate the additional payment to be made to Company. Further, the Town shall grant Company variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials.
17. **Non-Discrimination.** Company shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin in its performance of Services under this Agreement.
18. **Licenses and Taxes.** Company shall obtain all licenses and permits (other than the license and permit granted by this Agreement) and promptly pay all taxes required by the Town and by the State.
19. **No Guarantees or Liquidated Damages.** Unless specifically provided herein, Company provides no guarantees or warranties with respect to the Services. No liquidated damages or penalties may be assessed against Company by Town, nor will the Company seek damages for displacement under N.C. Gen. Stat. §160A-327.
20. **Miscellaneous.** (a) This Agreement represents the entire agreement between the Parties and supersedes all prior agreements, whether written or verbal, that may exist for the same Services. (b) Company shall have no confidentiality obligation with respect to any Waste Materials. (c) Neither party shall assign this Agreement in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Company may assign this Agreement without the Town's consent to its parent company or any of its subsidiaries, to any person or entity that purchases any operations from Company or as a collateral assignment to any lender to Company. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns. (d) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement. (e) No intellectual property rights in any of Company's IP are granted to Town under this Agreement. (f) All provisions of

the Agreement shall be strictly complied with and conformed to by the Parties, and this Agreement shall not be modified or amended except by written agreement duly executed by the undersigned parties. (g) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (h) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (i) If there is any inconsistency between this Agreement and the Franchise Ordinance attached hereto, the terms and conditions of the Franchise Ordinance shall control. (j) This Agreement shall be interpreted and governed by the laws of the State where the Services are performed. (k) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

IN WITNESS HEREOF, the parties have entered into this Agreement as of the date first written above.

**The Town of Beech Mountain**

**Republic Services of North Carolina, LLC**

By: [Signature]  
Name: BOB FUGNEY  
Title: TOWN MANAGER  
Date: 7/13/2021

By: [Signature]  
Name: Don Phelps  
Title: GM  
Date: 7/13/2021

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

[Signature]  
Steve Smith  
Town of Beech Mountain Finance Officer

EXHIBIT A

SPECIFICATIONS FOR MUNICIPAL SOLID WASTE SERVICES

1. Waste Material. The following Waste Material shall be considered in scope during the Term of this Agreement:

Municipal Solid Waste (MSW)                       Bulky Waste  
 Yard Waste     Construction Debris

2. Definitions.

2.1 Customer – An occupant or operator of any type of premise within the Town that is covered by this Agreement and who generates Municipal Solid Waste.

2.2 Disposal Site – A Waste Material depository including, but not limited to, sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material.

2.3 Excluded Waste – Excluded Waste consists of Special Waste, Hazardous Waste, and any other material not expressly included within the scope of this Agreement including, but not limited to, any material that is hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by Applicable Law or any otherwise regulated waste.

2.4 Hazardous Waste – Any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other Applicable Law.

2.5 Industrial Permanent Unit – An industrial premise requiring use of a large container for the collection of its MSW for a continuous term.

2.6 Industrial Temporary Unit – An industrial premise requiring use of a large container for the collection of its Solid Waste on only a temporary basis. Solid Waste collection is generally limited to a specific event or a short-term project.

2.7 Large Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires a waste container that is two (2) yards or larger per collection day for the collection of its Solid Waste.

2.8 Municipal Facilities – Those specific municipal premises as set forth on Exhibit A-1 of this Agreement, if any.

2.9 Municipal Solid Waste (or “MSW”) – Useless, unwanted or discarded nonhazardous materials (trash or garbage) with insufficient liquid content to be free-flowing that result from residential, commercial, governmental and community operations. Municipal Solid Waste does not include any Excluded Waste.

2.10 Small Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires no more than three (3) thirty-two (32) gallon containers per collection

day for the collection of its Solid Waste. Examples of Small Commercial Units include offices, stores, service stations, restaurants, amusement centers, schools, and churches.

2.11 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to (a) waste generated by an industrial process or a pollution control process; (b) waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals; (c) waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”); (d) waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes; (e) waste which may contain free liquids and requires liquid waste solidification; (f) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA; (g) asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law; (h) waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA); (i) waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and (j) Municipal Solid Waste that may have come into contact with any of the foregoing.

2.12 Waste Material – All nonhazardous Municipal Solid Waste generated at the Location Types covered by this Agreement. Waste Material does not include any Excluded Waste.

3. Collection Operations.

3.1 Location of Containers for Collection. Containers shall be placed at a suitable location jointly determined by the Company, Town and Customer. When construction work is being performed in the right-of-way, containers shall be placed as close as practicable to an access point for the collection vehicle. Company may decline to collect any container not so placed or any Waste Material not in a container.

3.2 Hours of Collection Operations. Collection of Waste Material shall not start before 7:00 A.M. or continue after 8:00 P.M. Exceptions to collection hours shall be affected only upon the mutual agreement of the Town and Company, or when Company reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.3 Routes of Collection. Collection routes shall be established by the Company. Company shall submit the Municipal Facility collection routes to the Town at least two (2) weeks in advance of the commencement date for such route collection activity. The Company may from time to time make changes in routes or days of collection affecting Municipal Facilities, provided such changes in routes or days of collection are submitted to the Town at least two (2) weeks in advance of the commencement date for such changes.

3.4 Holidays. The following shall be holidays for purposes of this Agreement: Independence Day, Thanksgiving Day, and Christmas Day. Company may suspend collection service on any of these holidays, but such decision in no manner relieves Company of its obligation to provide collection service at least once per week.

3.5 Complaints. All service-related complaints must be made directly to the Company and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within one business day after the complaint is received.

3.6 Collection Equipment. The Company shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity of the Company.

3.7 Disposal. All Waste Material, other than processed Recyclable Material that is marketable, collected within the Town under this Agreement shall be deposited at a Disposal Site selected by Company and properly permitted by the State.

3.8 Customer Education. The Town shall notify all Customers at Residential Units about set-up, service-related inquiries, complaint procedures, rates, regulations, and day(s) for scheduled Waste Material collections. Company shall provide a direct liaison person, at the Company's expense, to meet on site with the Town and Customers during the ninety (90) day implementation phase to facilitate the service transition from Town service to the Company.

3.9 Litter or Spillage. The Company shall not litter premises in the process of making collections, but Company shall not be required to collect any Waste Material that has not been placed in approved containers. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Company, the Company shall be required to clean up the litter caused by the spillage.

**EXHIBIT A-1**

**SOLID WASTE PRICING**

8-yrd bear proof containers  
Service Level          Rate

1x/week service	\$205/month
2x/wk service	\$410/month
3x/wk service	\$617/month

Container rental \$30/container per month.

- Company shall provide collection services twice per week during the months of May through August and Thanksgiving through the end of February.
- Company shall not be responsible for cleaning up around dumpsters. Customer's failing to secure their dumpsters are subject to a fine as per ordinance attached hereto as an Exhibit B below.

**EXHIBIT B**

**§ 50.99 PENALTY.**

**(A) Any person that violates any provision of this chapter or any rule of the rules of operation for the Recycling Center as referenced above to this section shall be subject to the penalties as set forth herein.**

**(1) A first offense within a 12-month period shall subject the offender to a civil penalty in the amount of \$100;**

**(2) A second offense within a 12-month period shall subject the offender to a civil penalty of \$350;**

**(3) A third offense within a 12-month period shall subject the offender to a civil penalty in the amount of \$500;**

**(4) A fourth or subsequent offense within a 12-month period shall subject the offender to a civil penalty in the amount of \$500. Additionally, the Town shall discontinue garbage collection services to this location unless and until the offender obtains and installs a bear and wildlife restraint trash container equal to or greater than the standards set forth in both this section and those utilized by the United States Forest Service, as promulgated through the United State Department of Agriculture.**

**(B) In addition to the penalties set forth herein, the Town may also pursue any and all remedies available to it as set forth in § 11.01 of this Code of Ordinances.  
(Ord. 2020-04, passed 6-9-2020)**



## COUNCIL ACTION ITEM

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**TO:** Mayor and Council  
**FROM:** Rebecca Ward  
**DATE:** June 13, 2024  
**SUBJECT:** Tax Release & Refunds

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**FOR THE PURPOSE OF:**

Under NC GS 105-381 all refunds and releases must be approved by council

**STAFF RECOMMENDATION:**

approve release

**SIGNATURES:**

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Town Manager

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Town Clerk

TOWN OF BEECH MOUNTAIN TAX OFFICE

Nº 000578

**RELEASE REQUEST**

PROPERTY OWNER	LAST	FIRST	MIDDLE
ADDRESS			
LOCATION			COUNTY

I HEREBY REQUEST RELEASE OF TAX UNDER G.S. 105-381 FOR THE FOLLOWING YEAR:

YEAR	ASSESSMENT		TAX AMOUNT			RECEIPT NUMBER
	TOWN	DISTRICT	TOWN	DISTRICT	TOTAL	

ACCOUNT NUMBER	
PARCEL NUMBER	
AMOUNT OF RELEASE	\$
DATE OF COUNCIL MEETING	

**SPECIFIC REASON FOR RELEASE**

\_\_\_\_\_ Tax Administrator \_\_\_\_\_ Approved By \_\_\_\_\_ Date

**REFUND REQUEST**

I HEREBY REQUEST REFUND OF TAX UNDER G.S. 105-380 FOR THE FOLLOWING YEARS:

YEAR	TAX	INTEREST PENALTIES COSTS	TOTAL PAID	DATE PAID	TOTAL REFUND
<b>MAKE CHECK TOTAL</b>					

**SPECIFIC REASON FOR REFUND**

\_\_\_\_\_ Tax Administrator \_\_\_\_\_ Approved By \_\_\_\_\_ Date

TOWN OF BEECH MOUNTAIN TAX OFFICE

No 000578

RELEASE REQUEST

PROPERTY OWNER	LAST	FIRST	MIDDLE
ADDRESS			
LOCATION			COUNTY

I HEREBY REQUEST RELEASE OF TAX UNDER G.S. 105-381 FOR THE FOLLOWING YEAR:

YEAR	ASSESSMENT		TAX AMOUNT			RECEIPT NUMBER
	TOWN	DISTRICT	TOWN	DISTRICT	TOTAL	

ACCOUNT NUMBER	
PARCEL NUMBER	
AMOUNT OF RELEASE	\$
DATE OF COUNCIL MEETING	

SPECIFIC REASON FOR RELEASE

\_\_\_\_\_  
Tax Administrator

\_\_\_\_\_  
Approved By

\_\_\_\_\_  
Date

REFUND REQUEST

I HEREBY REQUEST REFUND OF TAX UNDER G.S. 105-380 FOR THE FOLLOWING YEARS:

YEAR	TAX	INTEREST PENALTIES COSTS	TOTAL PAID	DATE PAID	TOTAL REFUND
<b>MAKE CHECK TOTAL</b>					

SPECIFIC REASON FOR REFUND

\_\_\_\_\_  
Tax Administrator

\_\_\_\_\_  
Approved By

\_\_\_\_\_  
Date





## COUNCIL ACTION ITEM

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**TO:** Town Council  
**FROM:** Steve Smith  
**DATE:** June 13, 2024  
**SUBJECT:** 2025 Annual Budget Ordinance

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**FOR THE PURPOSE OF:**  
To approve an annual budget

**ATTACHED FOR YOUR CONSIDERATION:**  
Manager's Budget Message  
2025 Budget Ordinance

**STAFF RECOMMENDATION:**  
Approve

**SIGNATURES:**

---

Town Manager

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Town Clerk

**Council Members**

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



**Town Manager**

Bob Pudney

**Town Attorney**

Stacy C. Eggers IV

FY 2024-2025

The Honorable Weidner Abernethy, Mayor  
Town Council Members  
Town of Beech Mountain Taxpayers

Dear Mayor, Town Council Members and Town Taxpayers:

I am pleased to submit for your consideration the proposed budget for Fiscal Year 2024-2025 for the Town of Beech Mountain. This proposal meets with the direction provided by the elected officials at the Town Budget Retreat held on January 25, 2024, as well as the March 28, April 17, May 14, and May 22, 2024, Budget Workshops. This Budget proposal continues the Town Councils multi-year initiative to improve Town Infrastructure, Beautification, Road Maintenance and Improvements and to provide essential services to the residents and visitors to the Town.

This proposed budget meets all requirements of the North Carolina Local Government Budget and Fiscal Control Act 159 Article 3.

**OVERVIEW**

The General Fund Budget for FY 2024-2025 is proposed at \$11,546,558 which includes \$597,000 of capital expenditures, primarily for the completion of the Town Hall / Visitor Center expansion, Police Patrol vehicles and equipment as well as funding to begin a remote Salt Storage and Public Works facility in the amount of \$160,000. A transfer from the previous Capital Outlay account to the General Fund operating account of \$1,570,000 for Gravel Road Stabilization, Culvert Replacement, Road Resurfacing and Road Salt aligns with the actual expenditure of these funds.

**TOWN SERVICES**

The Town of Beech Mountain continues the commitment in providing essential services for FY 2024-2025 to include Police and E911 Communication services, Fire and Emergency Medical Services, Planning and Zoning, Code Enforcement, Building Inspections and Permitting, Public Works, Roads and Drainage, Administration, Finance, Tax Collections, Solid Waste and Recycling, Parks and Recreation, Potable Water and Sanitation, as well as Tourism and Economic Development. The Town of Beech Mountain is a Full-service municipality.

**Council Members**

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



**Town Manager**

Bob Pudney

**Town Attorney**

Stacy C. Eggers IV

**GENERAL FUND**

The proposed tax rate for FY2023-2024 remains at \$.065 per \$100.00 of assessed valuation. This rate is based upon a tax valuation of \$1,022,251,378.00 with a collection rate of 98%.

**SALARIES AND BENEFITS**

This proposed budget includes a 5% Cost-of-living adjustment (COLA) for all current employees due to the continued increase in inflation as well as the current marketplace for skilled employees a Consumer Price Index (CPI) rate of 4.7 was used to base this request.

The Town Council requested the investigation of Merit based increases for employees, a change to the current Longevity bonus program was submitted and approved. The selected program rewards those employees based upon time and grade as well as performance.

In 2022 the Town contracted with the MAPS Group to conduct a comprehensive Pay Plan analysis and study to include a municipal employee market analysis and competitive pay range plan to serve the Town going forward ten years or more. This Budget continues the plan with a reduction of one employee position in the Sanitation fund based upon a reduction in the operating hours of the Convenience Center.

The Employee Medical Insurance Plan, Aetna, has increased premiums by 7.1% for FY 2024-2025. The Employee contribution for dependent care remains at 50% of the premium. This is the fourth year of the program to increase the cost share between the Town and the employees for dependent care coverage.

**CAPITAL EXPENDITURES**

This budget proposal follows the same format with all Capital Expenditures listed separately from actual operating expenses. This format clearly lists all capital costs in a transparent manner.

FY 2024-2025 has limited Capital Expenditures due to the Town Council's priority keep the Fund Balance at or above 50% of operating expenditures.

**Council Members**

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



**Town Manager**  
Bob Pudney

**Town Attorney**  
Stacy C. Eggers IV

**GENERAL FUND CAPITAL**

Police Patrol Vehicles with Equipment	\$ 154,000.00
Inspections Department Vehicle	\$ 45,000.00
Traffic Counter (TDA)	\$ 12,000.00
Tire Balancer,	\$ 16,000.00
Exhaust Repair Equipment	\$ 14,000.00
Shop Lift	\$ 15,000.00
Road Sweeper	\$ 8,000.00
Trench Compactor	\$ 50,000.00
Trucks (2)	\$ 80,000.00
Salt Storage Facility (Partial)	\$ 160,000.00

Parks and Recreation **TDA Funded**

Skid Steer	\$ 52,000.00
Sled Hill Snow Groomer	\$ 17,500.00
Boat Dock	\$ 8,600.00
Playground Surface	\$ 110,000.00
Truck	\$ 70,000.00

**ADMINISTRATION**

Continued funding the Grants Coordinator in the Finance Department, approved in the FY 2022-2023 Budget. This position will be critical for the complex reporting and record-keeping requirements after funds are received. Currently the Town has over \$30 million dollars of requested grant funding that when realized will require extensive fiscal management and reporting. The Town voters approved a 15 million dollar General Obligation Bond for critical source water improvements, this will require specific financial accounting and reporting to meet all expected legal requirements. Administration of the SkiLoft Road infrastructure project, Town Hall / Visitor Center expansion project will require additional financial accounting, auditing and administration during this period as well.

**Council Members**

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



**Town Manager**

Bob Pudney

**Town Attorney**

Stacy C. Eggers IV

**PARKS AND RECREATION**

The Parks and Recreation Department continues to be responsible for all Roadway Plantings, Decorations, Beautification, and Holiday Lighting in addition to the regular Parks and Recreation offerings.

User fee increases for programs and facility uses have been proposed.

**PLANNING AND BUILDING INSPECTIONS**

An increase in Building Permit and Inspection fees is proposed. The Town is again experiencing an increase in new construction, remodeling of existing properties and code enforcement cases. These fee increases are proposed to help offset the additional costs of administrating these services.

A new Code Enforcement / Building Inspector has been hired with a focus on bringing properties into compliance with Town Ordinances.

**PUBLIC WORKS**

Funding for Gravel Road maintenance, Culvert replacement and Paving repairs have been moved from the Capital budget to the Operating budget for Public Works. These expenditures do not meet the definition of Capital expenses and are more closely aligned with Maintenance expenses.

Another infrastructure improvement project has begun, this project will replace existing water distribution and service lines, sanitary sewer lines under a number of Town streets. The bulk of the expenditure is accounted within the Utility debt service budget, however a substantial amount of funding to rebuild and resurface the roadways is accounted for in the General Fund.

**Council Members**

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



**Town Manager**  
Bob Pudney

**Town Attorney**  
Stacy C. Eggers IV

**FIRE DEPARTMENT**

Funding to continue a full-time 24-hour Emergency Advanced Life Support Paramedic Ambulance is included. This is through a contract with Watauga County and includes a contractual increase based upon the annual CPI index. The Town expects to take delivery of a Fire Medical Rescue vehicle during this budget, funded entirely by the Mountain Ambulance and Healthcare Foundations and donations by the community.

**UTILITIES**

A substantial change in the water use charges to reflect the cost to produce and deliver potable water based upon actual gallons consumed. The rates reflect an increasing scale to encourage conservation.

**Decrease** Source Water surcharge by 40% to \$5.00 per month. These funds are transferred to the Utility Source Water Development Fund.

Availability fees are currently at 100% for new construction, these fees are transferred to the Utility Capital Reserve Fund as required by law.

Continued funding for the engineering and planned development for the Lake Coffey / Lake Santis source water reservoir.

Approximately \$30 million dollars of direct grant funding has been secured.

**SANITATION**

An increase in the monthly Sanitation Fee of \$2.90 per month is proposed. There was no increase in FY 2023-2024 as the Town was finalizing the commercial franchise with Republic Services for dumpster services. With a full year of operation and analysis this increase is warranted to account for the actual tonnage of solid waste and the increase in tipping fees per ton by Watauga County.

A reduction in full-time staffing and operating hours of the Convenience Center to 40 hours per week and other efficiencies allow this increase to be as low as possible.

The Franchise with Republic Services for commercial solid waste collection and disposal is entering the fourth year of the initial contract.

**Council Members**

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



**Town Manager**

Bob Pudney

**Town Attorney**

Stacy C. Eggers IV

**CONCLUSION**

The Town Council set high expectations for continued service levels to the Town taxpayers and visitors with a mandate to lower costs with a focus on replacing the aging infrastructure and beautifying the Town. I believe this budget proposal meets those directions from the elected officials.

I appreciate the direction and leadership provided by the Mayor and Town Council in providing a clear and measurable vision and direction for the future of the Town of Beech Mountain. This Budget proposal is a collective effort by the Team of Department Directors, Employees, Board and Committee Members, the Public and Business here in our Town. With securing up to \$30 million dollars in grants as well as the approval of the General Revenue Bond it is imperative that the Town employ knowledgeable, professional and dedicated personnel to manage the complexities of the Town finances as we move forward, my sincere appreciation to our Finance Director, Steve Smith, for his tireless efforts and attention to detail in assisting me in managing this beautiful piece of heaven we call Beech Mountain.

I am prepared to discuss the specifics of this Budget proposal at any time.

Sincerely,

Bob Pudney, Town Manager.

**TOWN OF BEECH MOUNTAIN, NORTH CAROLINA  
FY 2025 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, 2024 and ending June 30, 2025, 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	\$ 6,579,364
Prior Year's Property Taxes	75,000
Vehicle Tax	110,000
Interest on Taxes	22,000
Interest on Investments	25,000
Rent Income	6,000
Recreation Income	138,000
Hold Harmless Funds	325,000
Fire Department Revenue	104,000
Program Grants	380,000
Utility Sales Tax	275,000
Cable TV Franchise Tax	32,000
Beer and Wine Tax	2,200
Powell Bill	136,000
Local Sales Tax	2,420,754
Building Inspection Fees	75,000
Planning & Zoning Fees	6,000
Other Revenue	129,750
Fund Balance Appropriated	530,490
Transfer from TDA – Salaries	175,000
<b>TOTAL GENERAL FUND REVENUE</b>	<b><u>\$11,546,558</u></b>

**B. AD VALOREM TAX LEVY.** There is hereby levied for the fiscal year 2024-2025 an ad valorem property tax on all property in the Town of Beech Mountain as of January 1, 2024, 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 2022-2023 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, 2024 and ending June 30, 2025. 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	\$3,254,888
Tax Collection	67,687
Visitor Center	343,169
Police	1,604,854
Fire	1,036,991
Special Projects	-
Building Inspections	273,824
Planning	180,724
Vehicle Maintenance	219,799
Public Works	3,553,825
Recreation	<u>1,010,798</u>
<b>TOTAL APPROPRIATIONS</b>	<b><u>\$ 11,546,558</u></b>

**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, 2024 and ending June 30, 2025, 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	3,159,600
Tap Fees	80,000
Reconnect Fees	-
Other Revenue	27,500
Installment Loan Proceeds	-
Source Water Development	122,880
Availability Fees	243,600
Appropriated Reserves	149,633
TOTAL REVENUES	<u>\$3,793,213</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	\$2,196,490
Water Treatment	1,094,656
Wastewater Treatment	383,292
Taps and Systems Maintenance	<u>118,775</u>
TOTAL WATER & SEWER FUND APPROPRIATIONS	<u>\$3,793,213</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	\$ 919,600
Recycling & Non-Utility Accts	17,600
Solid Waste Disposal Tax	370
Loan Proceeds	305,000
Other	31,311
TOTAL REVENUES	<u>\$ 1,273,881</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>\$ 1,273,881</u>
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**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	-
9-1-1 Transfer from Reserve	96,700
Other	1,000
TOTAL REVENUES	<u>\$ 97,700</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 \$ 97,700

**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 \$5,000

TOTAL REVENUES \$5,000

**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 \$5,000

Ordained this, the 13th day of June 2024

\_\_\_\_\_  
Weidner Abernethy, Mayor

ATTEST:

\_\_\_\_\_  
Emily Haynes, Beech Mountain Town Clerk



## COUNCIL ACTION ITEM

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**TO:** Town Council  
**FROM:** Steve Smith  
**DATE:** June 13, 2024  
**SUBJECT:** Consideration of the 2025 Fee Schedule

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**FOR THE PURPOSE OF:**

To consider the 2025 Town of Beech Mountain Fee Schedule

**ATTACHED FOR YOUR CONSIDERATION:**

2025 Fee Schedule

**STAFF RECOMMENDATION:**

Approve

**SIGNATURES:**

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Town Manager

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Town Clerk

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

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

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

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

<b>Utilities – Water and Sewer</b>		
<b>Type of Service</b>	<b>Unit Description / Detail</b>	<b>2024-2025</b>
<b>Water Rates</b>		
Water – Monthly All Rate Categories	Source Water Development – Capital	\$5.00
Water – Monthly Residential Rate	Service Charge	\$45.00
Water – Monthly Residential Rate	0 to 999 gallons	.003/gal
Water – Monthly Residential Rate	1,000 to 1,999 gallons	.0045/gal
Water – Monthly Residential Rate	2,000 to 2,999 gallons	\$.007/gal
Water – Monthly Residential Rate	3,000 to 3,999 gallons	\$.017/gal
Water – Monthly Residential Rate	4,000 to 4,999 gallons	\$.018/gal
Water – Monthly Residential Rate	5,000 to 5,999 gallons	\$.019/gal
Water – Monthly Residential Rate	6,000 to 6,999 gallons	\$.020/gal
Water – Monthly Residential Rate	7,000 to 7,999 gallons	\$.025/gal
Water – Monthly Residential Rate	8,000 to 9,999 gallons	\$.03/gal
Water – Monthly Residential Rate	10,000 to 11,999 gallons	\$.035/gal
Water – Monthly Residential Rate	12,000 to 14,999 gallons	\$.04/gal
Water – Monthly Residential Rate	15,000 to 19,999 gallons	\$.05/gal
Water – Monthly Residential Rate	20,000 and above	\$.06/gal
Water – Monthly Commercial Rate	Base to 3,000 gallons	\$54.40
Water – Monthly Commercial Rate	Per 1,000 gallons for 3,000 to 4,999 range	\$5.00
Water – Monthly Commercial Rate	Per 1,000 gallons for 5,000 to 9,999 range	\$6.50
Water – Monthly Commercial Rate	Per 1,000 gallons for 10,000 to 999,999 range	\$7.50
Water – Monthly Out of Town Residential Rate	Current Service Charge and per gallon tiers - times two	
Water – Monthly Out of Town Commercial Rate	Current rate times two	\$108.80
Water Tap Fee		\$2,000
System Development Fee ( <i>Water</i> )	Determined by “Intended Use” Calculator	100% of max allowance
Water – Deposit Residential	Required deposit amount is the same for out of Town accounts	\$150
Water – Deposit Commercial	Required deposit amount is the same for out of Town accounts	\$175
Water – Owners of More Than One Dwelling	House, business, apartment, dwelling unit or establishment on one water meter regardless of the status of the dwellings. Water rate per consumption according to the meter reading, or minimum rates times the number of dwellings.	See Description

<b>Utilities – Water and Sewer</b>		
Type of Service	Unit Description / Detail	2024-2025
<b>Sewer Rates</b>		
Sewer – Monthly Residential Rate	Service Charge	\$45.00
Sewer – Monthly Residential Rate	0 to 999 gallons	\$.003/gal
Sewer – Monthly Residential Rate	1,000 to 1,999 gallons	\$.0045/gal
Sewer – Monthly Residential Rate	2,000 to 2,999 gallons	\$.007/gal
Sewer – Monthly Residential Rate	3,000 to 3,999 gallons	\$.017/gal
Sewer – Monthly Residential Rate	4,000 to 4,999 gallons	\$.018/gal
Sewer – Monthly Residential Rate	5,000 to 5,999 gallons	\$.019/gal
Sewer – Monthly Residential Rate	6,000 to 6,999 gallons	\$.020/gal
Sewer – Monthly Residential Rate	7,000 to 7,999 gallons	\$.025/gal
Sewer – Monthly Residential Rate	8,000 to 9,999 gallons	\$.030/gal
Sewer – Monthly Residential Rate	10,000 to 11,999 gallons	\$.035/gal
Sewer – Monthly Residential Rate	12,000 to 14,999 gallons	\$.04/gal
Sewer – Monthly Residential Rate	15,000 to 19,999 gallons	\$.05/gal
Sewer – Monthly Residential Rate	20,000 and above	\$.06/gal
Sewer – Monthly Commercial Rate	Base to 3,000 gallons	\$54.40
Sewer – Monthly Commercial Rate	Per 1,000 gallons for 3,000 to 4,999 range	\$5.00
Sewer – Monthly Commercial Rate	Per 1,000 gallons for 5,000 to 9,999 range	\$6.50
Sewer – Monthly Commercial Rate	Per 1,000 gallons for 10,000 to 999,999 range	\$7.50
Sewer – Monthly Out of Town Residential Rate	Current Service Charge and per gallon tiers - times two	
Sewer – Monthly Out of Town Commercial Rate	Current rate times two	\$108.80
Sewer Tap Fee		\$2,000.00
System Development Fee (Sewer)	Determined by “Intended Use” Calculator	100% of max allowance
Sewer – Deposit Residential	Required deposit amount is the same for out of Town accounts	\$150
Sewer – Deposit Commercial	Required deposit amount is the same for out of Town accounts	\$175
Sewer – Owners of More Than One Dwelling	House, business, apartment, dwelling unit or establishment on one sewer line regardless of the status of the dwellings. Sewer rate charged for each dwelling unit using the Town's system.	See Description
<b>Utilities – Water and Sewer</b>		
Type of Service	Unit Description / Detail	2024-2025
<b>Data Collection Fees</b>		

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

**Utilities – Water and Sewer**

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

## Utilities – Water and Sewer

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

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

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

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

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

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

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

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

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





## COUNCIL ACTION ITEM

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**TO:** Town Council  
**FROM:** Sean Royall  
**DATE:** June 13, 2024  
**SUBJECT:** Request for Revision to Camping Ordinance for Shane Park

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**FOR THE PURPOSE OF:**

As Shane Park continues to grow and methods of camping change, we would like to offer a place for truck rooftop tents and van camping. The increase in summer activities and staying open during ski season has allowed us to find more ways to allow camping.

**ATTACHED FOR YOUR CONSIDERATION:**

Request to revise ordinance § 71.06.

**SIGNATURES:**

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Town Manager

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Town Clerk

# Town of Beech Mountain Parks and Recreation

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The Parks and Recreation Department would like to ask Town Council to consider a revision to the current rules for Shane Park.

Under ordinance § 71.06 TOWN PARKING LOTS; RESTRICTIONS (D): *Use of a town parking lot as a campground or otherwise occupied by any automobile, recreational vehicle, truck, truck with camper shell, or trailer while said vehicle is utilized as a daytime and/or nighttime place of residence is prohibited.*

More people are camping from vehicles for adventure-based camping and with this trend and increase in interest from the public, it is our request that we allow this form of camping at Shane Park ONLY. We would like to designate up to 3 sites as camping areas for rooftop truck camping and van camping. No campers/RV's/trailers allowed.





# REPORT

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**TO:** Town Council  
**FROM:** Steve Smith  
**DATE:** June 13, 2024  
**SUBJECT:** Monthly Finance and Budget Reports for April 2024

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**FOR THE PURPOSE OF:**

To report on the financial condition of Town.

**ATTACHED FOR YOUR CONSIDERATION:**

April 2024 Budget Report  
April 2024 Finance Report

**STAFF RECOMMENDATION:**

review

**SIGNATURES:**

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Town Manager

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Town Clerk

TOWN OF BEECH MOUNTAIN  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: APRIL 30TH, 2024

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	6,562,343	48,293.61	6,442,899.25	0.00	119,443.75	98.18
Interest Income	467,700	47,045.12	431,892.96	0.00	35,807.04	92.34
Miscellaneous Income	662,000	56,669.87	620,044.04	0.00	41,955.96	93.66
State Revenue	2,898,020	196,842.93	2,189,792.50	0.00	708,227.50	75.56
Fees	66,200	18,890.00	101,660.30	0.00	35,460.30)	153.57
Gains/Losses	25,000	0.00	32,560.00	0.00	7,560.00)	130.24
Other	550,000	0.00	0.00	0.00	550,000.00	0.00
Other Sources	2,023,700	8,027.14	500,644.67	0.00	1,523,055.33	24.74
<b>TOTAL REVENUES</b>	<b>13,254,963</b>	<b>375,768.67</b>	<b>10,319,493.72</b>	<b>0.00</b>	<b>2,935,469.28</b>	<b>77.85</b>
<u>EXPENDITURE SUMMARY</u>						
Administration	4,362,670	187,916.79	2,785,691.52	0.00	1,576,978.48	63.85
Tax Collections	69,140	7,286.61	52,465.12	0.00	16,674.88	75.88
Vistors Center	308,409	23,636.39	224,259.14	0.00	84,149.86	72.71
Police	1,684,475	145,796.41	1,347,098.05	6,378.06	331,993.23	80.29
Fire	1,000,358	29,146.24	782,009.68	0.00	218,348.32	78.17
Special Projects	0	0.00	0.00	0.00	0.00	0.00
Building Inspections	259,692	12,914.05	139,836.16	0.00	119,855.84	53.85
Planning	157,911	11,306.14	100,550.70	0.00	57,360.30	63.68
Vehicle Maintenance	202,700	14,795.02	106,113.98	0.00	96,586.02	52.35
Road Maintenance	3,894,632	196,659.62	2,678,077.78	772,338.00	473,001.18	87.86
Recreation	1,314,976	70,394.53	813,409.77	6,742.56	495,235.50	62.34
<b>TOTAL EXPENDITURES</b>	<b>13,254,963</b>	<b>699,851.80</b>	<b>9,029,511.90</b>	<b>785,458.62</b>	<b>3,470,183.61</b>	<b>73.82</b>
<b>REVENUE OVER/(UNDER) EXPENDITURES</b>	<b>0</b>	<b>( 324,083.13)</b>	<b>1,289,981.82</b>	<b>( 785,458.62)</b>	<b>( 534,714.33)</b>	<b>0.00</b>

TOWN OF BEECH MOUNTAIN  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: APRIL 30TH, 2024

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	10,000	5,608.34	55,865.53	0.00	( 45,865.53)	558.66
Miscellaneous Income	10,000	2,010.00	3,497.00	0.00	6,503.00	34.97
State Revenue	0	0.00	0.00	0.00	0.00	0.00
Metered Sales & Fees	3,488,096	373,495.83	3,398,992.12	0.00	89,103.88	97.45
Gains/Losses	0	0.00	0.00	0.00	0.00	0.00
Other	0	0.00	0.00	0.00	0.00	0.00
Other Sources	0	0.00	0.00	0.00	0.00	0.00
<b>TOTAL REVENUES</b>	<b>3,508,096</b>	<b>381,114.17</b>	<b>3,458,354.65</b>	<b>0.00</b>	<b>49,741.35</b>	<b>98.58</b>
<u>EXPENDITURE SUMMARY</u>						
W/S Administration	1,641,668	122,652.77	1,040,327.10	2,271.30	599,069.60	63.51
Water	1,080,319	109,064.07	1,053,129.99	7,867.26	19,321.75	98.21
Sewer	422,159	34,051.87	371,256.21	35,000.00	15,902.79	96.23
Taps & System	363,950	20,570.60	264,681.23	5,323.09	96,440.68	73.50
<b>TOTAL EXPENDITURES</b>	<b>3,508,096</b>	<b>286,339.31</b>	<b>2,729,394.53</b>	<b>50,461.65</b>	<b>730,734.82</b>	<b>79.17</b>
<b>REVENUE OVER/(UNDER) EXPENDITURES</b>	<b>0</b>	<b>94,774.86</b>	<b>728,960.12</b>	<b>( 50,461.65)</b>	<b>( 680,993.47)</b>	<b>0.00</b>

TOWN OF BEECH MOUNTAIN  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: APRIL 30TH, 2024

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	1,018.60	10,281.69	0.00 (	10,131.69)	6,854.46
Miscellaneous Income	20,500	500.00	15,095.50	0.00	5,404.50	73.64
State Revenue	370	0.00	0.00	0.00	370.00	0.00
Fees	771,460	64,465.82	648,732.44	0.00	122,727.56	84.09
Gains/Losses	0	0.00	5,075.00	0.00 (	5,075.00)	0.00
Other	0	0.00	0.00	0.00	0.00	0.00
Other Sources	0	0.00	0.00	0.00	0.00	0.00
<b>TOTAL REVENUES</b>	<b>792,480</b>	<b>65,984.42</b>	<b>679,184.63</b>	<b>0.00</b>	<b>113,295.37</b>	<b>85.70</b>
<u>EXPENDITURE SUMMARY</u>						
Sanitation	792,480	64,483.69	667,978.21	3,833.00	120,668.79	84.77
<b>TOTAL EXPENDITURES</b>	<b>792,480</b>	<b>64,483.69</b>	<b>667,978.21</b>	<b>3,833.00</b>	<b>120,668.79</b>	<b>84.77</b>
REVENUE OVER/(UNDER) EXPENDITURES	0	1,500.73	11,206.42 (	3,833.00) (	7,373.42)	0.00

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

<b>General Fund</b>	<b>Budget</b>	Through the reported month												83.33%	<b>% of Budget</b>	
		<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>YTD</b>		
Total Revenue	11,747,693	107,272	146,222	1,314,237	1,363,067	2,265,587	2,071,150	1,208,046	649,410	818,734	375,769			10,319,493	87.84%	
Total Expenditures	11,747,693	1,036,198	775,333	524,682	945,967	715,539	1,871,769	699,797	875,180	885,195	699,852			9,029,512	76.86%	
Unaudited General Fund fund balance as of July 1st	7,750,882	7,750,882	6,821,956	6,192,845	6,982,400	7,399,500	8,949,548	9,148,929	9,657,178	9,431,408	9,364,947			7,750,882		
Revenues Less Expenditures		(928,926)	(629,111)	789,555	417,100	1,550,048	199,381	508,249	(225,770)	(66,461)	(324,083)			1,289,982		
Estimated change to Fund Balance		6,821,956	6,192,845	6,982,400	7,399,500	8,949,548	9,148,929	9,657,178	9,431,408	9,364,947	9,040,864			9,040,864		
<b>Water/Sewer Enterprise Fund</b>																
Total Revenue	3,508,096	322,415	352,639	321,248	290,323	388,594	369,434	339,268	342,948	350,373	381,114			3,458,355	98.58%	
Total Expenses	3,508,096	263,388	304,843	176,646	276,271	306,433	246,355	269,979	202,803	396,337	286,339			2,729,394	77.80%	
Unaudited Unrestricted Cash Reserves as July 1st	2,154,861	2,154,861	2,213,888	2,261,684	2,406,286	2,420,338	2,502,499	2,625,578	2,694,866	2,835,011	2,789,047			2,154,861		
Revenues Less Expenses		59,027	47,796	144,602	14,052	82,161	123,079	69,289	140,145	(45,964)	94,775			728,961		
Estimated Change in Cash Reserves		2,213,888	2,261,684	2,406,286	2,420,338	2,502,499	2,625,578	2,694,866	2,835,011	2,789,047	2,883,822			2,883,822		
<b>Sanitation Enterprise Fund</b>																
Total Revenue	792,480	74,197	67,814	66,092	70,410	66,389	65,821	67,664	67,169	67,644	65,984			679,184	85.70%	
Total Expenses	792,480	61,442	61,719	55,903	56,203	71,216	83,188	57,816	49,741	106,267	64,484			667,979	84.29%	
Unaudited Unrestricted Cash Reserves as July 1st	675,182	675,182	687,937	694,032	704,221	718,428	713,601	696,234	706,082	723,510	684,887			675,182		
Revenues Less Expenses		12,755	6,095	10,189	14,207	(4,827)	(17,367)	9,848	17,428	(38,623)	1,500			11,205		
Estimated Change in Cash Reserves		687,937	694,032	704,221	718,428	713,601	696,234	706,082	723,510	684,887	686,387			686,387		
<b>Book Value - Cash &amp; Investments All FUNDS</b>																
	<b>Fund</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>			
1. Trust Bank (Pooled)	Pooled	257,844	608,199	1,047,447	1,266,480	1,036,666	1,203,914	1,108,965	1,084,773	207,647	518,585					
2. North Carolina Capital Management Trust	General Fund	8,177,755	7,458,911	8,170,429	8,206,747	9,519,815	10,002,220	10,541,999	10,860,609	11,312,098	10,485,053					
3. Mountain Community - Certificates of Deposit	General Fund	103,750	103,750	103,750	103,750	103,750	103,750	103,750	103,750	103,750	103,750					
4. North Carolina Capital Management Trust	Utility Fund	1,260,005	1,265,606	1,271,063	1,276,732	1,282,251	1,287,978	1,293,718	1,299,099	1,299,099	1,310,486					
5. North Carolina Capital Management Trust	Sanitation Fund	228,709	229,862	230,853	231,883	232,885	233,926	234,968	235,945	236,995	238,014					
6. North Carolina Capital Management Trust	E911 Fund	76,175	76,514	76,844	77,186	77,520	77,866	78,213	78,539	78,888	79,227					
Total Cash & Investments		10,104,238	9,742,842	10,900,386	11,162,778	12,252,887	12,909,654	13,361,613	13,662,715	13,238,477	12,735,115					
<i>All accounts reconciled through reporting month</i>																
<b>Transfers for the reported month</b>																
Transferred \$1.1M from #2 to #1 during April 2024																





# REPORT

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**TO:** Town Council  
**FROM:** Daniel Davis  
**DATE:** June 13, 2024  
**SUBJECT:** DOI Monthly Report

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**FOR THE PURPOSE OF:**  
Monthly reports for utilities and public works

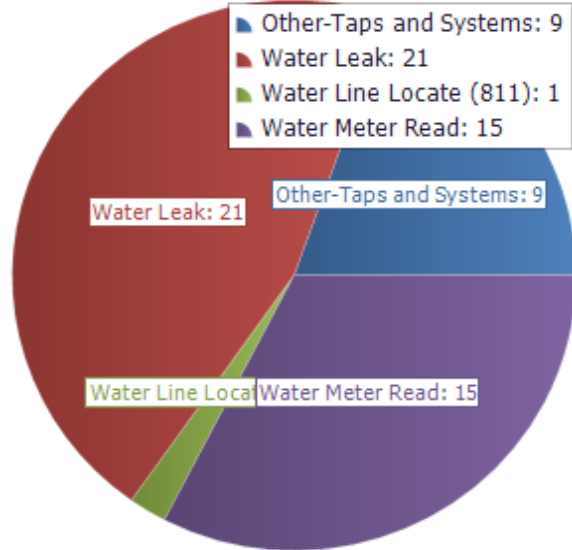
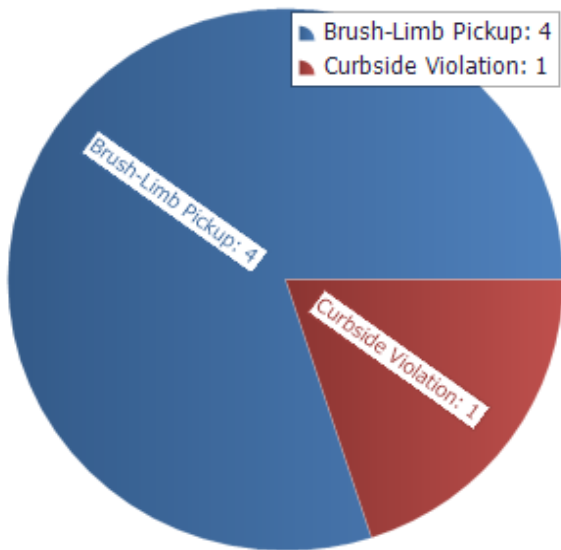
**SIGNATURES:**

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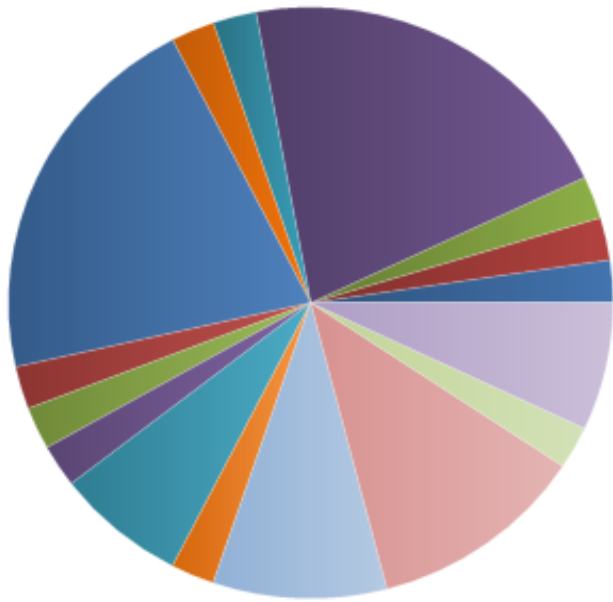
Town Manager

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Town Clerk



- Asphalt Repair: 1
- Citizen Report: 1
- Clear Street of Obstruction-Debris: 1
- Culvert Maintenance: 9
- Curb Repair: 1
- Cut Asphalt for Excavation: 1
- Ditch Maintenance: 9
- Drainage Issue: 1
- Grading: 1
- Mowing: 1
- Other: 3
- Pavement Repair: 1
- Pothole: 4
- Road Maintenance: 5
- Sign Reinstall-Replacement: 1
- Washou



## Monthly Water and Wastewater Treatment Flow Report

### Buckey Water Treatment Plant

	<b>Current Data May-24</b>	<b>Comparison to Previous year May-23</b>
<b>Source Water Withdrawn:</b>	11.836 MG Total	14.123 MG Total
	0.382 MGD AVG	0.456 MGD AVG
	0.763 MGD MAX	0.749 MGD MAX
	0.225 MGD MIN	0.381 MGD MIN
<b>Finished Water Produced:</b>	10.814 MG Total	13.322 MG Total
	0.349 MGD AVG	0.43 MGD AVG
	0.438 MGD Max	0.554 MGD Max
	0.22 MGD Min	0.342 MGD Min

### Pinnacle Well

	<b>Current Data May-24</b>	<b>Comparison to Previous year May-23</b>
<b>Well Water Withdrawn:</b>	1.163 MG Total	N/A MG Total
	0.038 MGD AVG	N/A MGD AVG
	0.071 MGD MAX	N/A MGD MAX
	0 MGD MIN	N/A MGD MIN

Note: Surface and Well water treatments in full compliance.

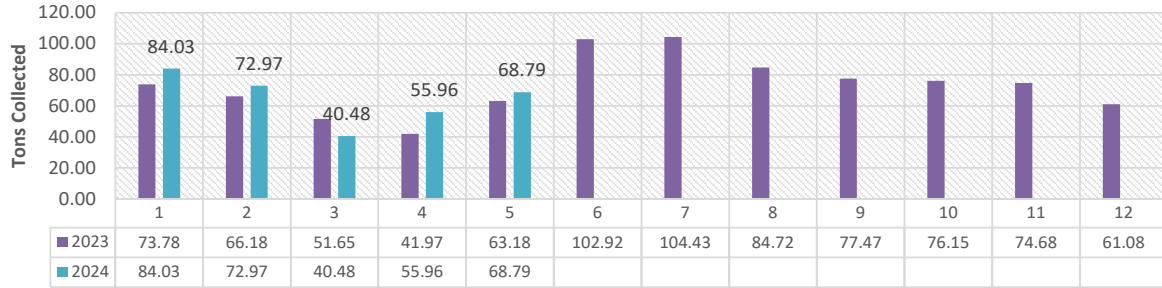
### Wastewater Treatment

	<b>Current Data April-24</b>	<b>Comparison to Previous year April-23</b>
<b>Pond Creek WWTP</b>	6.510 MG Total	3.930 MG Total
<b>Effluent Flow</b>	0.217 MGD AVG	0.131 MGD AVG
	0.070 MGD MIN	0.011 MGD MIN
	0.680 MGD MAX	0.160 MGD MAX
	0.400 Permitted Daily Max	0.400 Permitted Daily Max
<b>Grassy Gap WWTP</b>	2.070 MG Total	1.020 MG Total
<b>Effluent Flow</b>	0.069 MGD AVG	0.034 MGD AVG
	0.015 MGD MIN	0.013 MGD MIN
	0.263 MGD MAX	0.062 MGD MAX
	0.080 Permitted Daily Max	0.080 Permitted Daily Max
<b>Buckey Water Treatment Waste Process</b>	0.939 MG Total	0.605 MG Total
	0.030 MGD AVG	0.020 MGD AVG
	0.006 MGD MIN	0.001 MGD MIN
	0.167 MGD MAX	0.056 MGD MAX

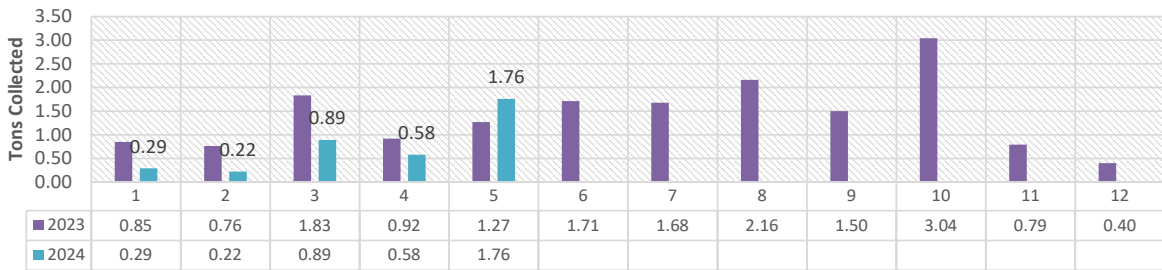
Sanitation Department  
Monthly Report

2023	SOLID WASTE	CONSTRUCTION MATERIAL	RECYCLING					--ROAD MAINTENANCE--					
			RECYCLED METAL	Mixed Paper and Plastic	GLASS	ALUMINUM	CARDBOARD	ROADS GRADED	STABILIZING STONE	POT HOLES REPAIRED	WASH OUTS	DITCHES PULLED	ROADWAYS MOWED
JAN	73.78	Res. Const. Day	1.36	0.85	1.16	0.13	0.00						
FEB	66.18	Res. Const. Day	1.36	0.76	1.06	0.13	4.05						
MAR	51.65	Res. Const. Day	0.00	1.83	1.34	0.15	0.00	13		3	7		
APR	41.97	Res. Const. Day	7.23	0.92	0.96	0.18	0.00	7		5	5	12	
MAY	63.18	Res. Const. Day	11.50	1.27	1.02	0.22	0.00	25	25	20	15	25	8
JUN	102.92	Res. Const. Day	2.25	1.71	2.31	0.40	4.79	25	25	15	12	25	8
JUL	104.43	Res. Const. Day	2.00	1.68	3.43	0.60	4.03	16	2	16	11	5	8
AUG	84.72	Res. Const. Day	5.05	2.16	3.36	0.41	4.04	16	8	8	9	5	8
SEPT	77.47	Res. Const. Day	3.26	1.50	3.37	0.29	3.92	6	9	5	0	0	8
OCT	76.15	Res. Const. Day	4.78	3.04	0.09	0.27	3.75	12	0	2	6	0	0
NOV	74.68	Res. Const. Day	0.00	0.79	1.03	0.46	0.00	3	2	2	0	0	0
DEC	61.08	Res. Const. Day	2.67	0.40			3.65						
YTD TOTALS	878.21	0.00	41.46	16.91	19.13	3.24	28.23	123.00	71	76	65	72	40
2024	SOLID WASTE	CONSTRUCTION MATERIAL	RECYCLING					--ROAD MAINTENANCE--					
			RECYCLED METAL	Mixed Paper and Plastic	GLASS	ALUMINUM	CARDBOARD	ROADS GRADED	STABILIZING STONE	POT HOLES REPAIRED	WASH OUTS	DITCHES PULLED	ROADWAYS MOWED
JAN	84.03	Res. Const. Day		0.29	1.32	0.25	3.68		4.00	12.00			
FEB	72.97	Res. Const. Day	2.50	0.22	1.03	0.35	3.66		2				
MAR	40.48	Res. Const. Day	2.75	0.89	0.98	0.15	0.00	27	14			6	
APR	55.96	Res. Const. Day	2.88	0.58	1.00	0.29	0.00	60	9	2	2	2	24
MAY	68.79	Res. Const. Day	2.19	1.76	1.42	0.31	3.79	35	0	0	1	4	49
JUN													
JUL													
AUG													
SEPT													
OCT													
NOV													
DEC													
YTD TOTALS													

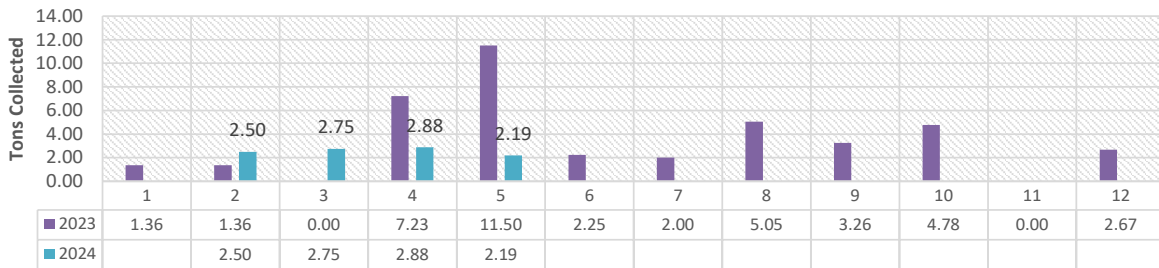
### Solid Waste



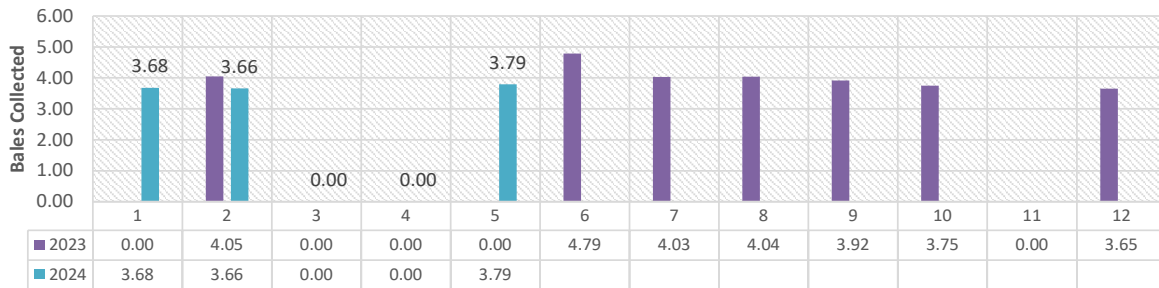
### Recycled Paper and Plastic



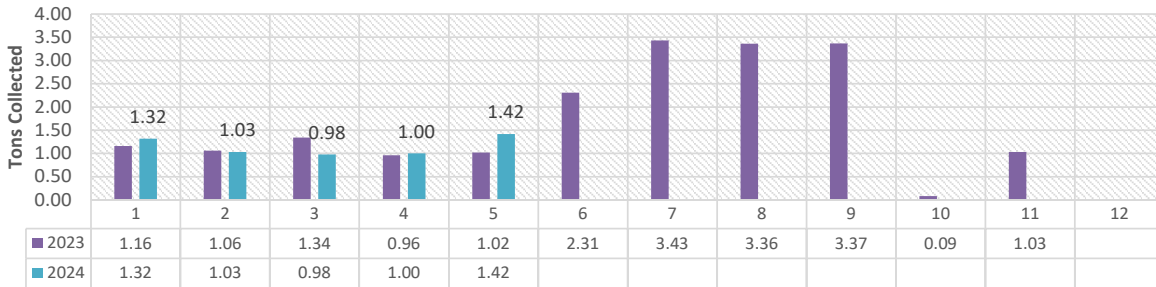
### Recycled Metal



### Recycled Cardboard



### Recycled Glass



### Recycled Aluminum





# REPORT

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**TO:** Town Manager and Town Council  
**FROM:** Sean Royall  
**DATE:** June 13, 2024  
**SUBJECT:** May 2024 Recreation Report

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

**ATTACHED FOR YOUR CONSIDERATION:**  
May 2024 Recreation Report

**SIGNATURES:**

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Town Manager

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Town Clerk



## May 2024 Recreation Report

### Facility Report

#### Finance Report

Total Monthly Revenue	\$15,028.50
Parking Lot Monthly Revenue	\$182.08
Total Recreation Revenue	\$15,210.58

#### Detailed Revenue Totals

Program Registrations \$5,842.00

Memberships \$6,745.00

Facility Reservations \$765.00

POS \$1,686.50

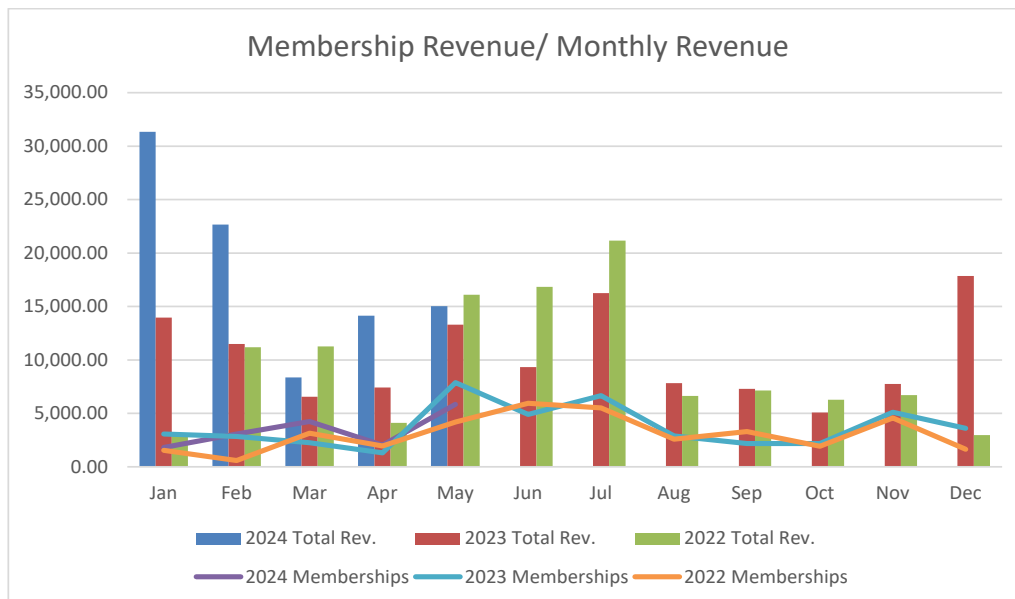
#### Check-In Report

Member Visits	653
Non-Member Visits	84

#### Membership Report

Total Memberships \$6,745.00

Family Annual \$4,550.00	Individual Annual \$2,125.00	Week Passes \$70.00
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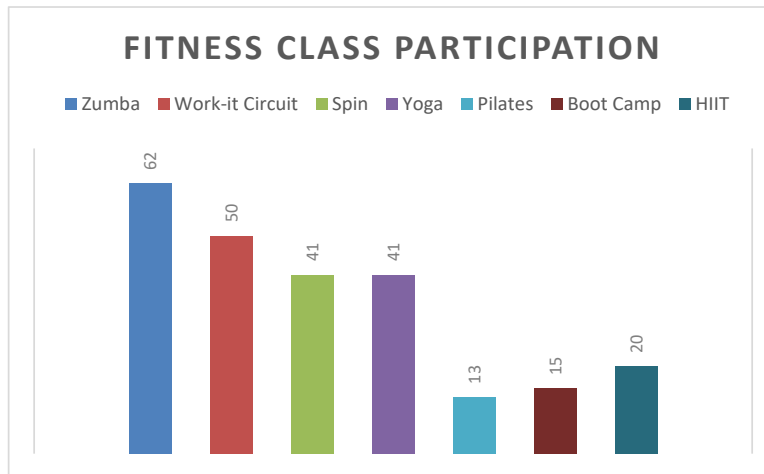


## Fitness Report

Participants:

### Number of classes offered in the month/ Participants.

Zumba	8	54
Work-it Circuit	8	47
Spin	8	29
Yoga	8	29
Pilates	3	10
Boot Camp	5	26
HIIT	4	13
Pickleball	5	22
Personal Training		71



### Programs:

- Focaccia Night - 13
- Wildflower Hikes - 19
- Volunteer Trail Guide Training - 8
- Pickleball Paddle Battle - 9
- Bunco - 2

### Director's Notes:

- Construction started at Buckeye, installing new AC/Heat in the building.

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





# REPORT

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**TO:** Mayor and Council  
**FROM:** Gary Miller  
**DATE:** June 13, 2024  
**SUBJECT:** Police Department Monthly Report

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**SIGNATURES:**

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**Town Manager**

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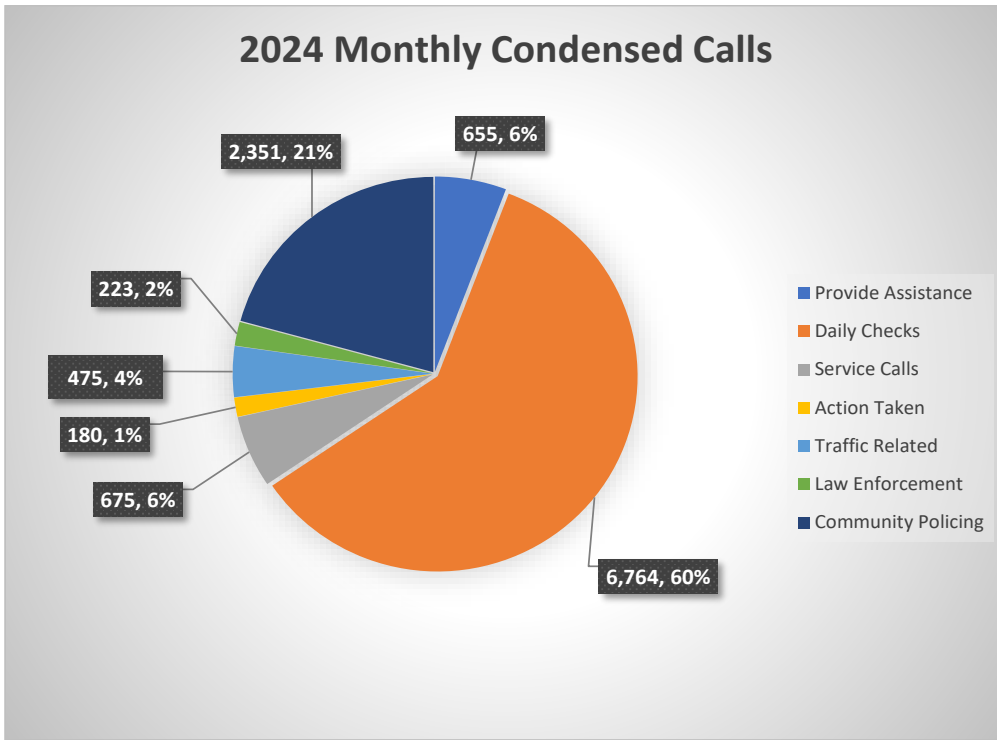
**Town Clerk**



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

<i>Call Type</i>	<i>2023</i>	<i>2024</i>	<i>Call Type</i>	<i>2023</i>	<i>2024</i>
<b>Provide Assistance</b>			<b>Traffic Related</b>		
Assist Fire Department	3		Driving While Impaired	0	0
Assist Investigation	0		Improper Parking	52	89
Assist Other Agency	23		Stationary/Directed Patrol	32	178
Assist Town Dept/Business	3		Traffic Control	16	10
Assist Homeowner	23		Vehicle Accidents	40	44
Assist Motorist	260		Vehicle Stops	80	154
Assist Other Officer	62				
Escort	83		<b>Law Enforcement Calls</b>		
Assist Medical Calls	10		911 Hang Ups	11	30
			Alarms	33	44
<b>Daily Checks</b>			Breaking & Entering	10	3
Business Checks	5083		Domestic Complaints	3	3
Care Track Test	0		Assault / Fights	5	3
Security Checks	6		Fire Works Violations	0	5
Residence Checks	555		Fraud	4	0
Welfare Check	10		Hit & Run	1	1
			Intoxicated/Drunk & Disruptive	0	4
<b>Service Calls</b>			Investigation	3	18
Animal Control Domestic/Wildlife	30		Larceny	7	10
Calls for Service	449		Mental Subject	1	0
Deliver Letter/Message	17		Missing Person	5	3
Found Property	7		Noise Disturbance/Loud Music	6	14
Golf Cart / UTV Inspections	14		Open Door/Open Window	16	18
ATV/Golf Cart Complaints	0		Prowler	1	3
Recreation/Town Deposit	22		Shots Fired/Sound of Shots Fired	1	1
COVID/mask	0		Subject with Gun/Weapon	0	0
			Suspicious Vehicle/Person/Pack.	34	43
<b>Action Taken</b>			Trespassing	10	11
Court	3		Vandalism	0	1
Felony Arrest	0		Continuing Investigation	10	8
Misdemeanor Arrest	1				
State Citations	22		<b>Community Policing</b>		
Town Ordinance Violations	97		Community Policing Contacts	531	2331
Verbal Warning	55		Community Events	2	20
Warning Citations	8				
Warrant Service	1				
<b>2023 Event Totals:</b>	8089		<b>2024 Event Totals:</b>	11716	

## 2024 Monthly Condensed Calls







# REPORT

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**TO:** Mayor and Town Council  
**FROM:** Armando Garcia  
**DATE:** June 13, 2024  
**SUBJECT:** TDA Report June 2024

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**FOR THE PURPOSE OF:**

Report provides an overview of marketing, publicity and results.

**SIGNATURES:**

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**Town Manager**

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**Town Clerk**

**Beech Mountain TDA Report  
To Town Council  
June 2024**

During the month of May, marketing initiatives promoted spring visitation and relaxing getaways. The focus of the messaging was Hike On! – a program design to promote hiking on Beech Mountain. A Social Media contest to win a trip to Beech Mountain was launched at the start of the month and mid-way through, the results show more than one thousand entries and e-mails gathered, which will be used to market to potential visitors. Other initiatives included publicity for the Farmers Market and efforts to promote summer visits by highlighting music on the mountain and cool summer temperatures. At the May board meeting, the TDA voted to grant the Beech Mountain Resort marketing funds in support of the Summer Concert Series.

**Examples of recent media coverage received:**

**Destination Magazine – Lace Up and Hike On with Beech Mountain.**

<https://thedestinationmagazine.com/lace-up-and-hike-on-with-beech-mountain/>

**Citizen Times– Family Fun for the Week of May 17th**

<https://www.citizen-times.com/story/life/family/2024/05/17/your-guide-to-the-week-ahead-family-fun-for-the-week-of-may-17/73721179007/>

**Blue Ridge Outdoors- 7 Scenic Music Venues in the Mountains**

<https://www.blueridgeoutdoors.com/magazine/may-2024/seven-scenic-music-venues-in-the-mountains/>

**Watauga Democrat – First Beech Mountain Farmers Market of 2024 being held on June 7th**

[https://www.wataugademocrat.com/mountaintimes/entertainment/food\\_dining/first-beech-mountain-farmers-market-of-2024-being-held-on-june-7/article\\_6dd84c64-16e3-11ef-a66d-7f4975393224.html](https://www.wataugademocrat.com/mountaintimes/entertainment/food_dining/first-beech-mountain-farmers-market-of-2024-being-held-on-june-7/article_6dd84c64-16e3-11ef-a66d-7f4975393224.html)

**Avery Journal – Beech Mountain Reviews STR Zoning, Sanitation and Waste Water**

[https://www.averyjournal.com/beech-mountain-reviews-str-zoning-ordinance-sanitation-and-wastewater-treatment-issues/article\\_181e6d7e-16cc-11ef-97fb-9f00a9488acc.html](https://www.averyjournal.com/beech-mountain-reviews-str-zoning-ordinance-sanitation-and-wastewater-treatment-issues/article_181e6d7e-16cc-11ef-97fb-9f00a9488acc.html)

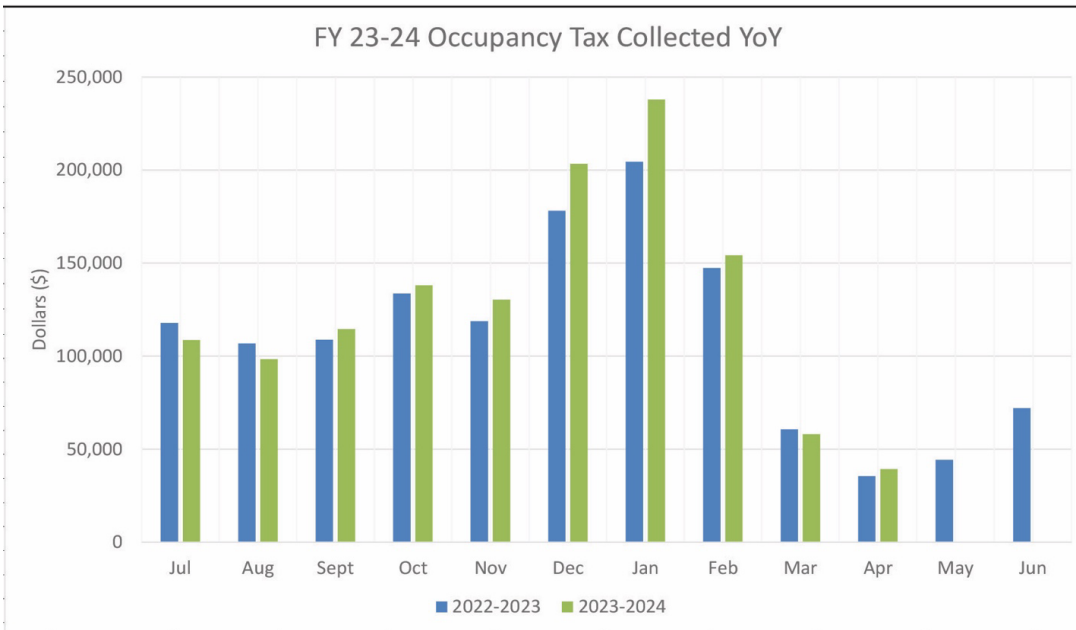
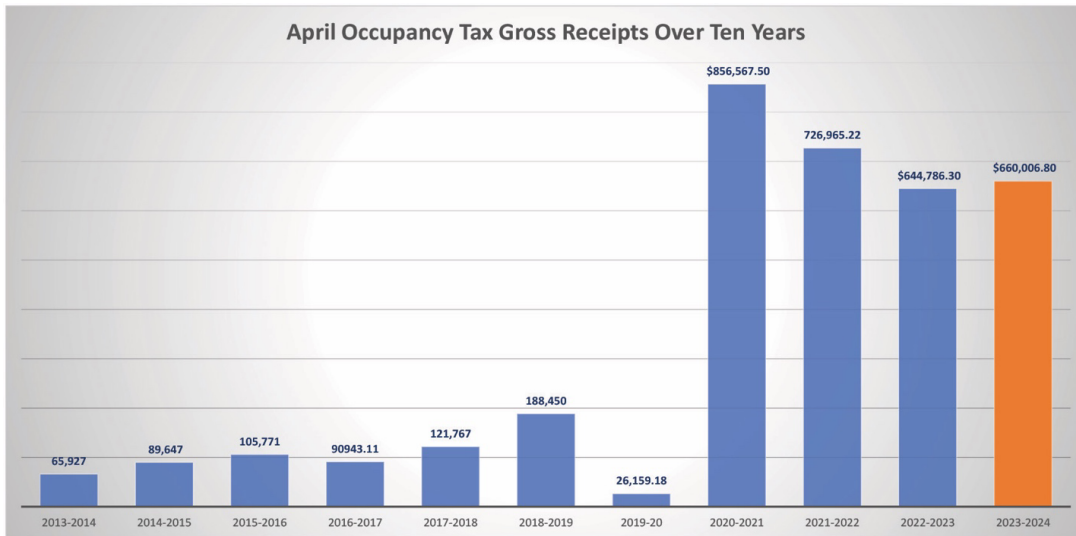
**WNCT – Love Hiking? Explore Beech Mountain This May.**

<https://www.wnct.com/news/north-carolina/love-hiking-explore-beech-mountain-this-may/>

**Results:** There were 295 visitors at the Visitor Center during the month of May 2024, which was higher than the 192 visitors received in May 2023. Occupancy tax of \$39,275 was collected in the month of May (for April overnight stays). This was 9.43% more than the \$35,571 collected in May of 2023. 433 room nights were reported to the tax office for April overnight stays.

## Revenues for Lodging on Beech Mountain for April 2024

**\$660,006**







# REPORT

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**TO:** Mayor and Town Council  
**FROM:** Bob Pudney  
**DATE:** June 13, 2024  
**SUBJECT:** Fire Department Monthly Report

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**SIGNATURES:**

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**Town Manager**

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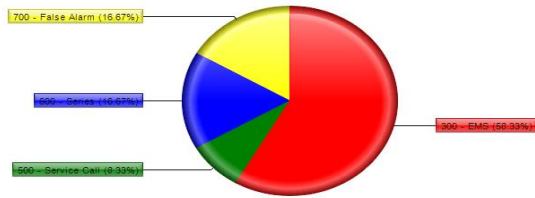
**Town Clerk**

**BEECH MOUNTAIN FIRE DEPARTMENT**  
**Monthly Report**  
**May 31, 2024**

EVENT	THIS PERIOD	SAME PERIOD LAST YEAR	FISCAL YTD
FIRE CALLS	4	65	117
MEDICAL CALLS	9	12	203
FIRE SAFETY INSPECTIONS	0	1	17
PUBLIC EDUCATION	0	0	1
FIRE HYDRANT INSPECTIONS	368	0	368
TRAINING HOURS	210	198	2896
MEETINGS	7	7	54
EMS RESPONSE TIME AVG.	11.52	10.02	10.05

**COMMENTS:**

Membership Recruitment Program.  
 Fire Hydrant Testing Complete





# REPORT

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**TO:** Town Council

**FROM:** Preston Yates

**DATE:** June 11, 2024

**SUBJECT:** Planning and Inspection Monthly Report 2024-05

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**FOR THE PURPOSE OF:**

Planning and Inspection report of monthly activities for May, 2024.

**SIGNATURES:**

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Town Manager

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Town Clerk

**TOWN OF BEECH MOUNTAIN**  
**PLANNING AND INSPECTIONS MONTHLY REPORT**  
 May-2024

**Summary and Highlights**

**Building:**

Permit issuance remains above average and above last year's numbers  
 Inspections remain well above average and May saw highest monthly total for department

**Planning Board:**

Planning Board met to discuss text amendments to § 154.141 Kitchens & Guest Suites  
 Planning Board provided staff with direction for researching changes to § 154.141

**Board of Adjustment:**

Board of Adjustment met June 4, to consider a setback variance request  
 Board of Adjustment approved a side setback variance for 123 Buckeye Ridge Rd

**GIS/Mapping:**

Database maintenance and consolidation underway to improve data management

**Census and Demographics:**

Census Building Permits Survey (BPS) completed

**Training:**

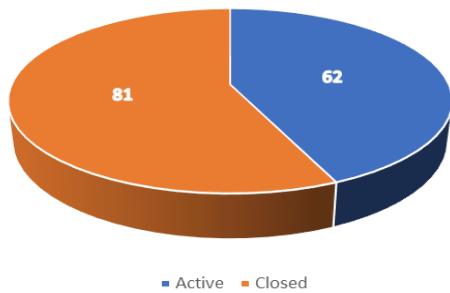
New Code Official/Building Inspector to begin state-required training and certification in May

**Other:**

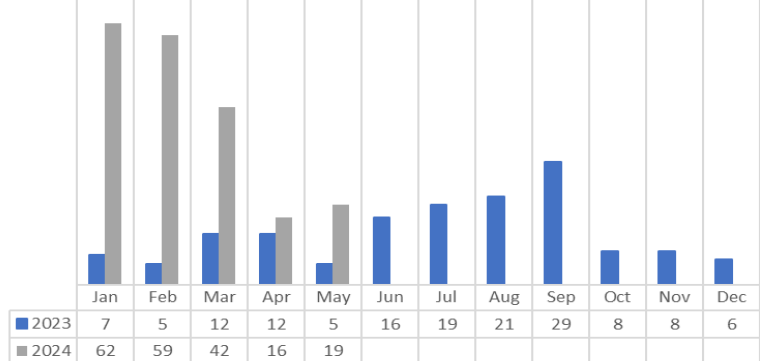
**CODE ENFORCEMENT**

Monthly and Quarterly Case Counts

Active and Closed Code Cases  
 Mar 2024 - May 2024



**CODE ENFORCEMENT CASE COUNTS**



**Code Enforcement:**

16 Trash Enclosure Violations issued for March - May quarter  
 65 Other code violations issued for same period  
 62 Code cases closed out during this same time period

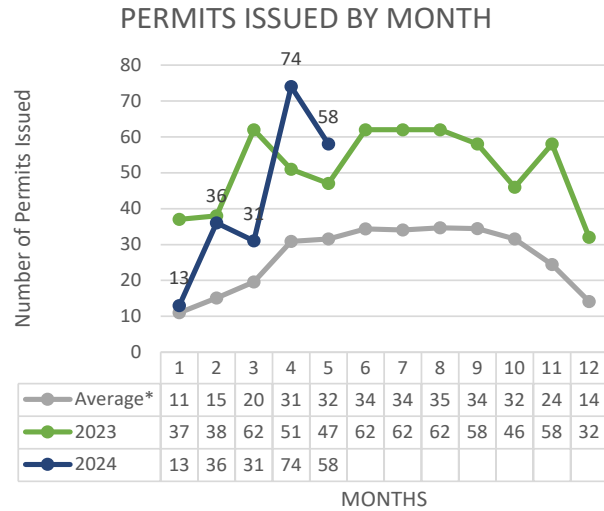
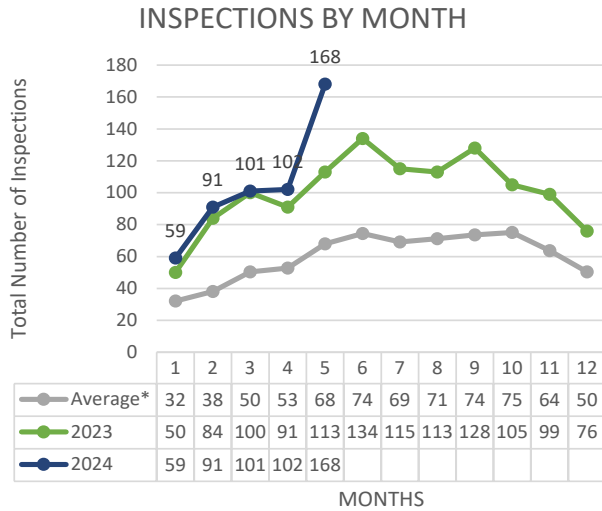
**TOWN OF BEECH MOUNTAIN**  
**Monthly Report**  
**Planning and Inspections Department**  
**May-2024**

**1. Number of Inspections**

	This Month	Last Month	Same Month Last Year	This Fiscal Year to Date	Last Fiscal Year to Date	Calendar Year to Date
Building	65	43	45	430	393	443
Electrical	34	19	29	237	207	245
Plumbing	28	13	12	159	124	151
Htg/Air & Misc.	41	27	27	331	291	369

**2. Permits Issued**

No. Issued	58	74	47	530	612	615
Value	\$ 948,989	\$ 1,522,978	\$ 320,969	\$ 14,919,894	\$ 20,358,145	\$ 20,468,168
Permit Fees	\$ 22,383.50	\$ 72,187.00	\$ 15,479.64	\$ 459,895.70	\$ 606,615.08	\$ 543,056.85



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

**3. Nature of Building Permits**

# of Permits	Type	Address	Total Fees	Valuation	New Bldgs FY to Date	New Bldgs Last FY
2	New Single Family		\$ 16,195.00	\$ 400,500	28	32
	New Multi-Family				0	0
	New Commercial				0	0
56	Other	Various	\$ 6,188.50	\$ 548,489		
58			\$ 22,383.50	\$ 948,989		