



AGENDA
Regular Town Council
Tuesday, April 14, 2026
Council Chambers 4:00 PM

Page

1. CALL TO ORDER
2. ADOPTION OF AGENDA
3. INVOCATION
4. PLEDGE OF ALLEGIANCE
5. PUBLIC COMMENT

This is a time for the public to address their elected officials on issues not on the agenda. The town council is interested in hearing your concerns; however, speakers should not expect council action or deliberation on items brought forth during this public comment period. Topics requiring further investigation and action will be referred to the Town Manager and may be scheduled for a future agenda.
6. INTRODUCTION AND PRESENTATION BY MICHAEL POE, PE. NCDOT DIVISION 11 ENGINEER
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 5 - 12
[Regular Town Council - 10 Mar 2026 - Minutes - Pdf](#)
[Town Council FY: 2026-2027 Budget Retreat - 30 Jan 2026 - Minutes - Pdf](#)
 - 7.2. Adoption of Closed Session Minutes- March 10, 2026
 - 7.3. 2023 Sewer Main Improvement Capital Project Budget Ordinance 2026-01 13 - 15

Approve

[Output Document \(Staff Report - 1331\) - Pdf](#)
 - 7.4. 2023 Water System Rehab Project Capital Budget Ordinance 2026-02 17 - 19

Approve

[Output Document \(Staff Report - 1332\) - Pdf](#)
 - 7.5. Resolution of Acceptance of State Funding of 2023 Sewer Main Improvement Project, NCDEQ Project # CS370812-02 21 - 23

Approve

[Output Document \(Staff Report - 1333\) - Pdf](#)

7.6.	Resolution of Acceptance State Funding for the 2023 Water System Rehabilitation Project NCDEQ Project #SRF-D-2058	25 - 27
	Approve Output Document (Staff Report - 1334) - Pdf	
7.7.	FY2026 Annual Budget Ordinance Budget Amendment #1	29 - 33
	Approve Output Document (Staff Report - 1344) - Pdf	
8.	OLD BUSINESS	
8.1.	Public Hearing on Proposed Rezoning (REZ 2026-0019) Output Document (Staff Report - 1341) - Pdf	35 - 55
9.	NEW BUSINESS	
9.1.	Proclamation- Sam Potter Day Output Document (Staff Report - 1335) - Pdf	57 - 58
9.2.	Solid Waste Public Hearing Output Document (Staff Report - 1336) - Pdf	59 - 78
9.3.	Bid Acceptance- #1 Charter Hills Road Slide Repair	
9.4.	Bid Acceptance- #2 Buckeye Creek Road Slide Repair	
9.5.	Annexation Petition of Property Owned by Emerald Opportunities, Inc. Output Document (Staff Report - 1342) - Pdf	79 - 86
9.6.	Engineer Selection for Municipal Fueling Station Output Document (Staff Report - 1345) - Pdf	87 - 88
10.	TOWN MANAGER AND STAFF REPORTS	
10.1.	Monthly Finance Office Report	89 - 93
	Review Output Document (Staff Report - 1343) - Pdf	
10.2.	Fire Department Monthly Report Output Document (Staff Report - 1338) - Pdf	95 - 96
10.3.	Police Department Monthly Report Output Document (Staff Report - 1339) - Pdf	97 - 99
10.4.	March 2026 Recreation Report Output Document (Staff Report - 1337) - Pdf	101 - 103
10.5.	DOI report March 2026 Output Document (Staff Report - 1346) - Pdf	105 - 111
10.6.	TDA Report April 2026 Output Document (Staff Report - 1347) - Pdf	113 - 115
10.7.	Planning & Inspections Monthly Report for March 2026 Output Document (Staff Report - 1340) - Pdf	117 - 119

11. TOWN COUNCIL COMMENTS
12. ADJOURNMENT



MINUTES

Regular Town Council Meeting

4:00 PM - Tuesday, March 10, 2026
Council Chambers

The Regular Town Council of the Town of Beech Mountain was called to order on Tuesday, March 10, 2026, at 4:00 PM, in the Council Chambers, with the following members present:

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

COUNCIL EXCUSED:

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

1. CALL TO ORDER

- 1.1. Mayor Abernethy called the meeting to order at 4:00PM. Mayor Abernethy stated at the next council meeting on April 14th, 2026 we would have Michael Poe with NCDOT will be our guest.

2. ADOPTION OF AGENDA

- 2.1. Mayor Abernethy requested a motion to amend the agenda adding item 7.2 Audit and Financial Statement Presentation and 7.3 Call for a Public Hearing on Proposed Solid Waste Franchise agreement on Tuesday April 14th, 2026, at 4:00PM.

Motion

M.W. Stanford made a motion to adopt the amended agenda adding items 7.2 Audit and Financial Presentation and 7.3 Call for a Public Hearing on Proposed Solid Waste Franchise Agreement and Kelly Melang seconded the motion. CARRIED. unanimously.

3. INVOCATION- COUNCILMEMBER VILLANOVA

4. PLEDGE OF ALLEGIANCE

5. PUBLIC COMMENT

- 5.1. No public elected to speak during this time.

6. CONSENT AGENDA

- 6.1. Adoption of Minutes

Motion

Kelly Melang made a motion to approve the Consent Agenda and Art Beckmann seconded the motion. CARRIED. unanimously.

7. NEW BUSINESS

- 7.1. Call for a Public Hearing on Proposed Rezoning (REZ 2026-0019)

Motion

Alan Villanova made a motion to call for a public hearing at the next regular Town Council Meeting on **Tuesday, April 14, 2026 at 4:00PM** on Proposed Rezoning (REZ 2026-0019) M.W. Stanford seconded the motion. CARRIED. unanimously.

- 7.2. Audit and Financial Statement Presentation-
CPA Misty Waston presented the results of the audit and an overview of the financial statements.

- 7.3. Call for a Public Hearing on Proposed Solid Waste Franchise Agreement

Motion

Art Beckmann made a motion to call for a public hearing on Proposed Solid Waste Franchise Agreement at the next regular town council meeting on **April 14th, 2026, at 4:00PM** and M.W. Stanford seconded the motion. CARRIED. unanimously.

8. TOWN MANAGER AND STAFF REPORTS

- 8.1. Town Manager Report and Updates:

1. FEMA Project Updates:

- a. DHS funding issue with Federal Government. No communication or actions for past 14 days. Unknown when activity will resume.
- b. Requested 54 million funding for Lake Coffey to allow for the draining and repair of Buckeye Lake. Pending review.
- c. Pinnacle Well will begin fracking next month.
- d. Cherry Gap Site is nearing completion, moving to phase 2 with planning for the salt and fuel facility. (budget discussion).
- e. Bidding for Charter Hills Road and Buckeye Creek Road slide repairs, expect to have it before council April 14th.
- f. Buckeye Creek Road box culvert being designed, FEMA accepted the concept.

- g. Buckeye dam repairs in design phase. Contingent on the Lake Coffey project.
- h. Water Plant Intake – emergency bypass pumping ready to go this summer, repairs contingent on the Lake Coffey project.
- 2. Lake Coffey –
 - a. Ready for bid.
 - b. Army Corp permit applied and a deposit was made. (\$66,000) for a total of \$2million.
 - c. Plan to drain the lake the second week of June, after the fishing derby, for Geotech drilling.
- 3. \$5 million grant from NCDEQ to relocate the water tanks at public works. Currently doing a RQ for design.
- 4. Budget – 26-27
 - a. Currently meeting with department heads to fine tune their requests.
 - b. Good meeting with the TDA on the council priorities, no decisions were made. Expect some decisions at the next TDA meeting in April.
 - c. Council tablets at dais? Need some feedback on what you are looking for.
 - d. Currently out soliciting alternatives for medical insurance.
 - e. We will not have sufficient funds for all projects and requests, expect to prioritize.
- 5. Budget – current.
 - a. Financials
 - i. Pg 18 – bm 59% of the year. Rev at 75% due to taxes. Exp. At 53%. Still looking good.
 - ii. TDA had a record January with occupancy taxes at \$247,968.00 a %4.5 increase over same month last year.
 - b. Expect a budget amendment for additional winter weather costs, including salt.
- 6. The mayor has been working closely with congressman Edwards and Foxx (federal) for additional funding for Lake Coffey.

- 8.2. January 2026 Budget and Financial Report
- 8.3. February 2026 Recreation Report
- 8.4. Fire Department Monthly Report
- 8.5. Police Department Monthly Report
- 8.6. Planning & Inspections Monthly Report for February 2026
- 8.7. DOI Monthly Report
- 8.8. TDA Report March 2026

9. TOWN COUNCIL COMMENTS

- 9.1. Councilmember Villanova- Good ski season! Thank you all for your patience during this busy season in the town. Kudos to all town departments for their hard work.

Councilmember Beckmann- I had the pleasure of attending the TDA meeting

with Manager Pudney. We need the TDA's support on multiple projects.

Councilmember Stanford- The Town, Resort, and all involved in tourism worked very well this ski season. I believe this is the best year I have seen in my position.

Vice Mayor Melang- Great ski season! The audit report is available on the website for public to view. The Resorts closing party is Saturday March 14th, at 2:00PM. Run the Beech dates have been published and begin in June.

Mayor Abernethy- I want to publicly thank Senator Budd's office and Representative Foxx for advocating for Beech Mountain. It is a slow moving process but we must keep networking. Thank you all for attending today's meeting.

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

- 10.1.** Mayor Abernethy requested a motion to enter into Closed Session- Pursuant to NC GS 143.318.11 (A)(3) Attorney Client Matters.

Motion

M.W. Stanford made a motion to enter into Closed Session and Kelly Melang seconded the motion. CARRIED. unanimously.

11. ADJOURNMENT

- 11.1.** Mayor Abernethy called the regular town council meeting back to order and adjourned the meeting at 5:03 PM.

Town Clerk

Mayor, Town of Beech Mountain



MINUTES

Town Council FY: 2026-2027 Budget Retreat Meeting

8:30 AM - Friday, January 30, 2026
Council Chambers

The Town Council FY: 2026-2027 Budget Retreat of the Town of Beech Mountain was called to order on Friday, January 30, 2026, at 8:30 AM, in the Council Chambers, with the following members present:

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

COUNCIL EXCUSED: Councilmember M.W. Stanford

STAFF PRESENT: Town Manager Bob Pudney
Finance Admin Assistant Kelsey Wise

1. WELCOME AND CALL TO ORDER

1.1. Mayor Abernethy called the Town Council FY:2026-2027 Budget Retreat to order at 8:30AM.

2. INTRODUCTION OF FACILITATOR CHRIS MAY

2.1. Mayor Abernethy welcomed the previous Vice Mayor, Jimmie Accardi, and Facilitator, Chris May.

3. FACILITATOR REVIEWS MEETING PURPOSE, GOALS, AND GROUND RULES FOR THE DAY

3.1. Facilitator Chris May explained the goals and purpose of today's meeting, explaining that each councilmember should have a list of the top five most important things they want to see accomplished for this year and future years.

4. TOWN MANAGER/ STAFF REVIEW LAST YEARS "BUCKET LIST" AND UPDATES STATUS

4.1. Town Manager Bob Pudney explained to the council that he needs their priorities today to prepare a budget. The budget will be prepared and ready for council in April; however, I typically bring it before you for questions and answers in February and March meetings as well. We will have a budget

prepared based on your priorities and direction at the April 16th Budget workshop. The budget will be approved by the June 9th Council Meeting. Town Manager Pudney stated that we have delayed the Capital Improvement Plan(CIP) due to recovery from Hurricane Helene. We must be very careful not to delay the CIP for too long. The equipment begins to break down, and our departments struggle with failures and repairs. I suggest we continue functioning through the CIP and add those new capital items into that plan. Understanding that if we don't have the money in July, I will need your permission to delay the purchase of those capital items. We are not the same town as in 2020.

With the current Cashflow loans equaling \$5 million, we are currently \$1.3 million short on what the town has spent and what FEMA has reimbursed. The town still has big repairs on the horizon that we have to do and currently not funded. Everything that we could fund has been completed. We did the Buckeye Lake, noting that we now have very accurate numbers for the lake's capacity: 25 million gallons. The Cherry Gap Disposal site is almost complete. All the roads in Helene are complete- gravel roads, ditches, and culverts. We've got about 7.2 million dollars in FEMA projects outstanding. I expect that FEMA will reimburse for those projects which include Buckeye Creek Road Crossing and Slide, Charter Hills Road Slide, Buckeye Dam, Paving Repairs(Pine Ridge, Pinnacle Ridge, etc., Water Plant Intake/ Lake Coffey.

Major projects that are not FEMA, funds will come out of either our Utility Fund or General Fund.

- The Stormwater Utility Fund, which you have currently funded at \$30,000 in the current budget, you should expect some dollars to be required in the next budget to continue that process.
- Paving repairs that will not be reimbursed by FEMA, the current condition of many roads needs more than patching repairs.
- Parking Lot Drainage Project
- Commercial District Plan is underway and being funded by the TDA at 100%
- IT Position, possibly do this with a vendor.

Town Manager Pudney stated he is not proposing any merit, not proposing any increase in salary, we will factor in a 3% COLA- that could fluctuate, keep benefits the same including health insurance and dependent cost, 401k, longevity that was put into place last year, we will look into putting in an IT position and a landscape position, and factor in the projects you decide are priorities. On the revenue side we are going to assume the same tax rate, same advalorum, and same sales taxes.

5. FACILITATOR LEADS A BRAINSTORM, LIST, AND PRIORITIZATION EXERCISE TO DEVELOP 2026 GOALS

- 5.1. Chris May facilitated the brainstorming of the council members ideas and worked around the table to create a list of priorities for the 2026 budget. The following list took shape by Mayor Abernethy, Vice Mayor Melang, Councilmember Villanova and Councilmember Beckmann in no particular order of importance:

Project and Goals List for the upcoming fiscal year:

- Infrastructure (CIP): Vehicles and Equipment, Water/ Sewer, Property
- Communication with citizens- continuous improvement
- Address growth impacts; strategy planning
- Fuel System Resolved
- Fund engineering study; water and sewer WWTP
- Beautification project; hire full time landscaper(TDA funded)
- Long term water resource planning and updated engineering study (rates)
- Storm water fee phase 2
- Hire in house IT position
- Enhance road striping
- Extend sidewalks around Town Hall Center (DOT)
- Greenway holding pond Improvements
- Reconfiguration of area around ball field
- Master plan for multi use recreation facilities, expand to be apart of county programs
- Pave gutters on Beech Mountain Parkway/ develop storm water plan
- Improve Beech Mountain Parkway Extension
- Town parking lot drainage
- Employee benefits and pay
- Tax rate stays the same

- 5.2.** Chris May questioned the council to determine who is the champion for which item on the Priority List explaining that as the champion it is your responsibility to make sure those items are implemented in the budget and once fiscal year begins to keep track of the progress of the item through completion.

Town Manager Pudney- CIP, Fuel System Improvement, Parking Lot Drainage

Councilmember Villanova- Stormwater Master Plan, Recreation Master Plan

Councilmember Beckmann- Improve Beech Mountain Parkway

Vice Mayor Melang- Stormwater Master Plan, Recreation Master Plan, Road Striping

Mayor Abernethy- CIP, Improve Beech Mountain Parkway

- 5.3.** The priority list restated as follows:

Priority list for Fiscal Year 2026-2027

- Capital Improvement Plan (5)
- Storm Water Master Plan (5)
- Ballfield Improvement/ Recreation Master Plan (3)
- Fuel System Improvements (2)
- Road Striping (2)
- Improve Beech Mountain Parkway Extension (2)
- Parking Lot Drainage (2)

6. MAYOR LEADS ROUND TABLE DISCUSSION BY BOARD OF ANY ISSUES

- 6.1. Mayor Abernethy lead a round table discussion allowing each councilmember a chance to address any issues.

Councilmember Beckmann- I think this council is in agreement with all item mentioned today being interconnected and many will be taken care of with the priority list we chose.

Vice Mayor Melang- Many of the items overlap. The biggest point of the budget again is going to be the CIP. Then the departments will come back with their wish list and some of that will be intergraded into the budget.

Mayor Abernethy questioned with Beech Mountain being a tourist town could the road striping item fall under TDA.

Manger Pudney confirmed with council that the three items they want him to present to the TDA are the landscaping position, road striping, and the Beech Mountain Parkway Extension. Vice Mayor Melang asked additionally to add the Recreation Master Plan.

7. ADJOURNMENT

- 7.1. Mayor Abernethy adjourned the meeting at 12:11 pm.

Town Clerk

Mayor, Town of Beech Mountain



ORDINANCE

TO: Town Council
FROM: Steve Smith
DATE: April 14, 2026
2023 Sewer Main Improvement Capital Project Budget Ordinance 2026-
SUBJECT: 01

FOR THE PURPOSE OF:

As required by the funding agency NC Department of Water Quality and authorized by N.C.G.S Section 13.2 of Chapter 159 a Capital Budget Ordinance for the orderly and proper tracking and accounting of NCDEQ project #CS370812-02

ATTACHED FOR YOUR CONSIDERATION:

2023 Sewer Main Improvement Project #CS370812-02 Capital Project Budget Ordinance 2026-01

STAFF RECOMMENDATION:

Approve

SIGNATURES:

Town Manager

Town Clerk

**CAPITAL BUDGET ORDINANCE No. 2026-01
TOWN OF BEECH MOUNTAIN**

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

**2023 Sewer Main Improvement
Capital Project Budget Ordinance
Project #CS370812-02**

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

Section 1. The project authorized is the construction of the **2023 Sewer Main Improvement** to be financed by a State loan. The proposed project consists of completing investigations and assessments to determine asset conditions and rehab/repair recommendations. This includes completing manhole (MH), smoke test, and CCTV inspections. It also includes reviewing photos taken of buried manholes from a previously completed mapping project. Asset construction improvements include pipe rehab with cured-in-place-pipe (CIPP), pipe replacements, pipe spot repairs, tap replacements, MH rehab/repairs (cementitious lining, replace/raise/reseal frame/cover, grout leaking joints, etc), and repairing observed smoke defects.

The Town keeps the top of the manholes below grade in gravel roads to avoid being hit, as frequent snow-plowing is required during the winter. Over time some MH's have become significantly buried as more gravel has been added to gravel roads year after year. The proposed improvements include locating and raising buried manhole frame/covers where access to the sewers is required for assessment and for rehabilitation.

The proposed project consists of completing the following investigations and assessments to determine asset condition and rehab/repair recommendations:

- coordination & assessments (MH, smoke, & CCTV)
- smoke test inspections (approx. 12,620')
- manhole photo reviews (buried MH's only, approx. 400)
- manhole inspections - outfall & follow ups (max. 150)
- 8" CCTV inspections & cleaning (12,100 LF)
- 12" CCTV inspections & cleaning (3,800 LF)

Rehab and repair work to be completed includes the following:

- rehab of an estimated 3,850 LF of 8" & 12" gravity pipe with CIPP (cured-in-place-pipe)
- ☐ replace an estimated 800 LF of 8" & 12" gravity pipe
- 32 gravity pipe spot repairs
- 48 tap replacements
- rehab or repair of 100 manholes
- smoke defect repairs, e.g. exposed 4" service line or broken cleanout
- locate and raise 37 existing buried manhole frame/covers

The project map shows the locations of the proposed work. All gravity sewer replacements are proposed to use ASTM D3034, PVC pipe. With the exception of 6" gravity lines, which are allowed to be replaced with 8" lines, the gravity pipes will be replaced with equal pipe diameter, so there will not be an increase in the current capacity.

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

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

Surveying & Engineering Design	\$95,000
Investigation & Assessment	251,350
Construction Administration/Observation	75,000
Construction	2,505,140
Contingency	-
Legal, Permits, & Advertising Fees	35,000
2% Loan Administration Fee	59,230
Total	\$3,020,720

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

NC Dept. of Environmental Quality SRP Loan	\$2,961,490
Town of Beech Mountain Capital Reserves	59,230
Total	\$3,020,720

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

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

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

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

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

Adopted this 14th day of April 2026 at Beech Mountain, North Carolina.

Weidner Abernethy, Mayor

ATTEST:

Emily Haynes, Town Clerk

(Seal)



ORDINANCE

TO: Town Council

FROM: Steve Smith

DATE: April 14, 2026

SUBJECT: 2023 Water System Rehab Project Capital Budget Ordinance 2026-02

FOR THE PURPOSE OF:

As required by the funding agency NC Department of Water Quality and authorized by N.C.G.S Section 13.2 of Chapter 159 a Capital Budget Ordinance for the orderly and proper tracking and accounting of NCDEQ project #SRF-D-2058

ATTACHED FOR YOUR CONSIDERATION:

Capital Budget Ordinance 2026-02

STAFF RECOMMENDATION:

Approve

SIGNATURES:

Town Manager

Town Clerk

**CAPITAL BUDGET ORDINANCE No. 2026-02
TOWN OF BEECH MOUNTAIN**

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

**2023 Water System Rehabilitation Project
Capital Project Budget Ordinance
Project # SRF-D-2058**

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

Section 1. The project authorized is the construction of the **2023 Water System Rehabilitation Project** to be financed by a State loan. This project will address failing water distribution mains (2" and 4" galvanized steel pipes with leaking joints) and their service lines by replacing them with approximately 40,500 linear feet of 6" ductile iron water mains. The location will be along various streets in the Town. The primary purpose of the project will be to reduce water loss. Real water loss is estimated to be 67% of the water produced at the treatment plant, based on the 2022 AWWA water audit. The service lines and their connectors, which are responsible for a significant portion of the water loss, will also be replaced.

A secondary purpose of the project will be to replace galvanized service lines that are within the project area since many of them have been identified as LSL's (Galvanized Requiring Replacement, GRR) under the latest Lead and Copper Rule Revisions (LCRR). The majority of the service lines in the project area are galvanized pipe. Regardless of material, all services connected to the old water mains in the project area will be replaced with new PEXa service tubing.

All work will replace existing pipes with the same size pipe (like-for-like replacements), except that mains smaller than 6-inch size will be replaced with 6-inch size mains. No additional capacity or service area will be created by the project. Where water mains to be replaced are currently dead-end lines and can be extended to other mains (loop-closing), they will be. This will improve water quality and provide redundancy. The cost of such water main extensions will not exceed 10% of the total project cost, as shown on the budget page.

Approximately six (6) pressure reducing valve stations will be installed, where feasible, to create new pressure zones with lower operating pressures. The purpose will be to reduce leakage rates.

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

Section 3. The following amounts are appropriated for the project

Surveying & Engineering Design	\$495,000
Easement/Land Acquisition Costs	135,000
Investigation & Assessment	320,000
Construction	8,800,000
Contingency	-
Legal, Permits, & Advertising Fees	50,000
2% Loan Administration Fee	<u>200,000</u>
Total	\$10,000,000

Town of Beech Mountain

Capital Budget Ordinance 2026-02

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

NC Dept. of Environmental Quality SRP Loan	\$10,000,000
Town of Beech Mountain Capital Reserves	<u>-</u>
Total	\$10,000,000

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

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

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

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

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

Adopted this 14th day of April 2026 at Beech Mountain, North Carolina.

Weidner Abernethy, Mayor

ATTEST:

Emily Haynes, Town Clerk

(Seal)



RESOLUTION

TO: Town Council
FROM: Steve Smith
DATE: April 14, 2026
Resolution of Acceptance of State Funding of 2023 Sewer Main
SUBJECT: Improvement Project, NCDEQ Project # CS370812-02

FOR THE PURPOSE OF:

Resolution to accept an offer from the State of North Carolina for the funding of the 2023 Sewer Main Improvement NCDEQ Project #CS370812-02. Funding offer is for \$2,961,490 with an interest rate of 1.76% and a term of twenty years.

ATTACHED FOR YOUR CONSIDERATION:

Resolution 2026-02

STAFF RECOMMENDATION:

Approve

SIGNATURES:

Town Manager

Town Clerk



Resolution 2026-02

Town of Beech Mountain
North Carolina

Date: 4/14/2026

**RESOLUTION BY THE TOWN COUNCIL OF
THE TOWN OF BEECH MOUNTAIN,
NORTH CAROLINA
ACCEPTING THE STATE LOAN FUNDING
FOR AND SRF FUNDING FOR THE
2023 Sewer Main Improvement Project
#CS370812-02**

WHEREAS, the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects, and

WHEREAS, the North Carolina Department of Environmental Quality has offered State Revolving Loan in the amount of \$2,961,490 for the construction of 2023 Sewer Main Improvement Project, and

WHEREAS, the Town of Beech Mountain intends to construct said project in accordance with the approved plans and specifications,

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

That the Town of Beech Mountain does hereby accept the State Revolving Loan offer of \$2,961,490

That the Town of Beech Mountain does hereby give assurance to the North Carolina Department of Environmental Quality that all items specified in the funding offer, Section II - Assurances will be adhered to.

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

TOWN OF BEECH MOUNTAIN

RESOLUTION 2026-02

That Town of Beech Mountain has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 14th day of April 2026 at Beech Mountain, North Carolina.

Weidner Abernethy, Mayor

ATTEST:

Emily Haynes, Interim Town Clerk



RESOLUTION

TO: Town Council
FROM: Steve Smith
DATE: April 14, 2026
SUBJECT: Resolution of Acceptance State Funding for the 2023 Water System Rehabilitation Project NCDEQ Project #SRF-D-2058

FOR THE PURPOSE OF:

Purpose of the resolution is to accept an offer from the State of North Carolina to fund 2023 Water System Rehabilitation, NCDEQ Project # SRF-D-2058. The funding offer is a loan of \$10,000,000 at an interest rate of 2.03% and a term of twenty years.

ATTACHED FOR YOUR CONSIDERATION:

Town of Beech Mountain Resolution 2026-03

STAFF RECOMMENDATION:

Approve

SIGNATURES:

Town Manager

Town Clerk



Resolution 2026-03

Town of Beech Mountain
North Carolina

Date: 4/17/2026

**RESOLUTION BY THE TOWN COUNCIL OF
THE TOWN OF BEECH MOUNTAIN,
NORTH CAROLINA
ACCEPTING THE STATE LOAN FUNDING
FOR AND SRF FUNDING FOR THE
2023 WATER SYSTEM REHABILITATION
PROJECT #SRF-D-2058**

WHEREAS, the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects, and

WHEREAS, the North Carolina Department of Environmental Quality has offered State Revolving Loan in the amount of \$10,000,000 for the construction of 2023 WATER SYSTEM REHABILITATION PROJECT, and

WHEREAS, the Town of Beech Mountain intends to construct said project in accordance with the approved plans and specifications,

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

That the Town of Beech Mountain does hereby accept the State Revolving Loan offer of \$10,000,000.

That the Town of Beech Mountain does hereby give assurance to the North Carolina Department of Environmental Quality that all items specified in the funding offer, Section II - Assurances will be adhered to.

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

TOWN OF BEECH MOUNTAIN

RESOLUTION 2026-03

That Town of Beech Mountain has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 14th day of April 2026 at Beech Mountain, North Carolina.

Weidner Abernethy, Mayor

ATTEST:

Emily Haynes, Interim Town Clerk



COUNCIL ACTION ITEM

TO: Town Council
FROM: Steve Smith
DATE: April 14, 2026
SUBJECT: FY2026 Annual Budget Ordinance Budget Amendment #1

FOR THE PURPOSE OF:

To put forward FY 2026 Annual Budget Ordinance Amendment #1

ATTACHED FOR YOUR CONSIDERATION:

Amendment #1

STAFF RECOMMENDATION:

Approve

SIGNATURES:

Town Manager

Town Clerk

**TOWN OF BEECH MOUNTAIN, NORTH CAROLINA
 FY2026 BUDGET ORDINANCE
 AMENDMENT # 2026-01**

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

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

A. EXPENDITURES

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

a. General Fund:

1. Administration	\$375,000
2. Visitor Center	125,000
3. Vehicle Maintenance	53,000
4. Public Works	<u>651,590</u>

TOTAL ADJUSTMENT TO EXPENDITURES \$1,204,590

B. REVENUES

2. To provide for the adjustments to revenues:

b. General Fund:

1. Interest on Investments	\$300,000
2. Occupancy Tax	100,000
3. Tax Penalties	35,000
4. Fire Department Grant	45,800
5. Miscellaneous Grants	29,000
6. State Street Aid – Powell Bill Funds	14,643
7. Local Sales Tax Distribution	75,700
8. Gas & Diesel Revenue	50,000
9. Transfers From Tourism & Development	125,000
10. Fund Balance Appropriated	<u>429,447</u>

TOTAL ADJUSTMENT TO REVENUE \$1,204,590

C. FY 2025-2026 General Fund: Original Budget	\$12,797,490
FY 2025-2026 Amendment #1	<u>1,204,590</u>
FY 2025-2026 General Fund: As Amended	\$14,002,080

D.	EXPENDITURES	
	3. To provide for increases and /or (decreases) in existing Funds:	
	c. Sanitation Fund:	
	1. Capital Outlay	\$245,057
	2. Transfer to Capital Project Fund, 40-Fund	(106,208)
	TOTAL ADJUSTMENT TO EXPENDITURES	<u>\$138,849</u>
E.	REVENUES	
	4. To provide for the adjustments to revenues:	
	d. Sanitation Fund:	
	1. Sanitation Reserve funds	\$138,849
	TOTAL ADJUSTMENT TO REVENUE	<u>\$138,849</u>
F.	FY 2025-2026 Sanitation Fund: Original Budget	\$1,021,117
	FY 2025-2026 Amendment #1	<u>138,849</u>
	FY 2025-2026 Sanitation Fund: As Amended	<u>\$1,159,966</u>
G.	EXPENDITURES	
	5. To provide for increases and /or (decreases) in existing Funds:	
	e. Emergency Telephone Fund:	
	1. Capital Outlay	\$ 8,000
	TOTAL ADJUSTMENT TO EXPENDITURES	<u>\$8,000</u>
H.	REVENUES	
	6. To provide for the adjustments to revenues:	
	f. Emergency Telephone Fund:	
	1. E911 Reserves	\$8,000

	TOTAL ADJUSTMENT TO REVENUE	<u>\$8,000</u>
I.	FY 2025-2026 Emergency Telephone Fund: Original Budget	86,049
	FY 2025-2026 Amendment #1	<u>8,000</u>
	FY 2025-2026 Emergency Telephone Fund: As Amended	<u>\$ 94,049</u>
J.	EXPENDITURES	
	7. To provide for increases and /or (decreases) in existing Funds:	
	g. Water Utility Fund :	
	1. Transfer to Capital Project – 2023 Sewer Main Impr	\$59,230
	TOTAL ADJUSTMENT TO EXPENDITURES	<u>\$59,230</u>
K.	REVENUES	
	8. To provide for the adjustments to revenues:	
	h. Water Utility Fund:	
	1. Interest on Investments	\$45,000
	2. Tap Fees	14,230
	TOTAL ADJUSTMENT TO REVENUE	<u>\$59,230</u>
L.	FY 2025-2026 Water Utility Fund: Original Budget	\$3,907,098
	FY 2025-2026 Amendment #1	<u>59,230</u>
	FY 2025-2026 Water Utility Fund: As Amended	<u>\$3,966,328</u>

APPROVED THIS 14th Day of April 2026

Emily Haynes, Town Clerk

Mayor Weidner Abernethy



COUNCIL ACTION ITEM

TO: Town Council
FROM: Preston Yates
DATE: April 14, 2026
SUBJECT: Public Hearing on Proposed Rezoning (REZ 2026-0019)

FOR THE PURPOSE OF:

Hold a Public Hearing to gather input on the proposed rezoning on Clubhouse Road.

The Beech Mountain Club has requested a rezoning of approximately 1.38 acres of partially developed land located in the area of 119 Clubhouse Road (between 111 and 121 Clubhouse Road) from R-2 Single-Family Residential to PS Public/Private Service. The two affected parcels (PID# 1940-89-1646-000 and 1940-89-1709-000) currently contain paved parking areas serving the Club's golf course and clubhouse facilities. No buildings currently exist on either parcel. The applicant's stated intent is to use the property for staff housing accessory to the Beech Mountain Club.

The subject properties abut the existing PS zoning district of the Beech Mountain Club golf course and clubhouse to the northeast, east, and southeast, and are surrounded by R-2 Single-Family Residential zoning to the south, west, and north. Public water and sewer are available in the area. The Planning Board reviewed the request at its February 24, 2026, meeting and recommended approval.

SIGNATURES:

Town Manager

Town Clerk

Town of Beech Mountain

Planning Staff Report



REZ 2026-0019 CLUBHOUSE ROAD REZONING REQUEST			
Project Number:	REZ 2026-0019	Report Date:	April 7, 2026
Meeting Date(s):	Planning Board:	February 24, 2026	
	Call for Public Hearing:	March 10, 2026	
	Council Public Hearing:	April 14, 2026	
Prepared By:	Preston Yates, Director of Planning & Inspections		
Applicant(s):	Beech Mountain Club		
Applicant's Request:	The applicant is requesting to rezone approximately 1.38 acres of mostly developed land from Town of Beech Mountain R-2 Single-Family Residential to Town of Beech Mountain PS Public/Private Service		
Staff Recommendation:	Staff support the requested rezoning		
Planning Board Decision:	Planning Board recommend APPROVAL by unanimous decision (4-0)		
PROPERTY INFORMATION			
Property Address:	Unaddressed partially developed land located in the area of 119 Clubhouse Rd (between 111 Clubhouse Rd and 121 Clubhouse Rd)		
Parcel ID #:	1940-89-1646-000 & 1940-89-1709-000	County:	Watauga
City:	Beech Mountain	State, Zip	NC, 28604
Current Zoning:	R-2 SINGLE-FAMILY RESIDENTIAL		
Proposed Zoning:	PS PUBLIC/PRIVATE SERVICE		
Overlay(s):	NONE		
Acreage:	±1.38 Acres (GIS)	Condition:	Partially Developed Land
CURRENT (R-2)		PROPOSED (PS)	
Current Use:	Parking Lot accessory to Beech Mtn Club	Proposed Use:	Staff Housing accessory to Beech Mtn Club
Current Density:	15,000 Square Feet: Minimum Land Area per Dwelling Unit	Proposed Density:	N/A
Current Minimum Lot Size:	15,000 Square Feet (±0.34 Acres)	Proposed Minimum Lot Size:	21,780 Square Feet (±0.50 Acres)
Current Minimum Lot Width:	100 feet	Proposed Minimum Lot Width:	No Minimum

OWNER INFORMATION			
Owner:	THE BEECH MOUNTAIN CLUB		
Authorized Agent:	Jeffrey J. Walker, PA; 280 Queen St, Boone, NC 28607		
Address:	103 LAKELEDGE RD		
City:	BEECH MOUNTAIN	State, Zip:	NC, 28604
SURROUNDING PROPERTY INFORMATION			
DIRECTION	EXISTING USE	LAND USE	ZONING
East/Northeast/ Southeast	Beech Mtn Club Golf Course and Clubhouse	Public/Private Service	PS
South	Existing Single-Family Residential (111 Clubhouse Rd)	Single-Family Residential	R-2
West	Vacant Residential Lots (x2 fronting Pine Ridge Road)	Single-Family Residential	R-2
North/Northwest	Existing Single-Family Residential (120 & 121 Clubhouse Rd)	Single-Family Residential	R-2
PROPERTY LOCATION MAP			
<p>The subject property is located west of Clubhouse Road and east of Pine Ridge Road. The eastern and northern property line abuts Clubhouse Road west of and across the road from the Beech Mountain Club Pro Shop and Clubhouse. The southern property line abuts the northern property line of 111 Clubhouse Road, an existing single-family residential structure. The western property line abuts two vacant residential lots also owned by the Beech Mountain Club. The property currently has a parking lot that is accessed from the north end of the property through a driveway at the switchback of Clubhouse Road.</p>			

BACKGROUND INFORMATION

The applicant is requesting to amend the Official Zoning Map of the Town of Beech Mountain, North Carolina to rezone approximately **1.38 acres** of partially developed property from **R-2 Single-Family Residential** to **PS Public/Private Service**.

The rezoning would affect two parcels owned by the Beech Mountain Club, PID# 1940-89-1646-000 and PID# 1940-89-1709-000. Both parcels contain existing paved parking areas for the Club golfing facilities. The primary parcel (PID# 1940-89-1646-000) contains a parking lot accessed from one of the switchbacks along Clubhouse Road and the smaller parcel (PID# 1940-89-1709-000) contains on-street parking along Clubhouse Road across from the clubhouse and pro shop. There are no existing buildings on either of the parcels included in the proposed rezoning.

The property owner submitted a duly completed Town of Beech Mountain Rezoning Application along with the applicable fee on Wednesday, February 2, 2026, by hand delivery by Mr. Blake Beason. The application is attached as **Exhibit A: Application Packet**.

SIZE, PHYSICAL CONDITIONS, & OTHER ATTRIBUTES

The westerly parcel (1940-89-1646-000) is approximately 0.75 acres and contains a parking lot used for overflow parking for the Beech Mountain Club golf course and clubhouse. The easterly parcel (1940-89-1709-000) is approximately 0.49 acres and contains the on-street parking along Clubhouse Road. The remaining 0.14 acres of the 1.38-acre rezoning is public right-of-way (Clubhouse Road) adjacent to the subject properties, which must be included to maintain continuity and contiguity of the zoning districts.

The subject properties are more than one-half miles away from either the Buckeye Creek or the Pond Creek water supply watershed protection areas (WS-II). The watershed of the subject properties is also segregated from both of the protected watersheds by ridges and other natural elevation features.

The properties are moderately sloping and sit between elevations 4220 feet along the westerly most property corner to approximately 4280 feet at the highest elevation in the southeastern-most (SE) corner of the property (see **Exhibit D: Contour & Topo Map**). The properties slope downward in a more or less northerly to northwesterly direction with the highest elevations being along the on-street parking along Clubhouse Road.

SOIL SURVEY, VEGETATION, AND HYDROGRAPHY

SOILS

Soil Survey data obtained from the Natural Resources Conservation Service (NRCS) of the U.S. Department of Agriculture (USDA) shows predominantly Unaka-Porters complex soils, very rocky with 15 to 30 percent slopes (see **Exhibit E: Soil Survey Map**). According to NRCS data:

Table 1: NRCS Soil Survey Composition

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
UkD	Unaka-Porters complex, 15 to 30 percent slopes, very rocky	1.0	85.1%



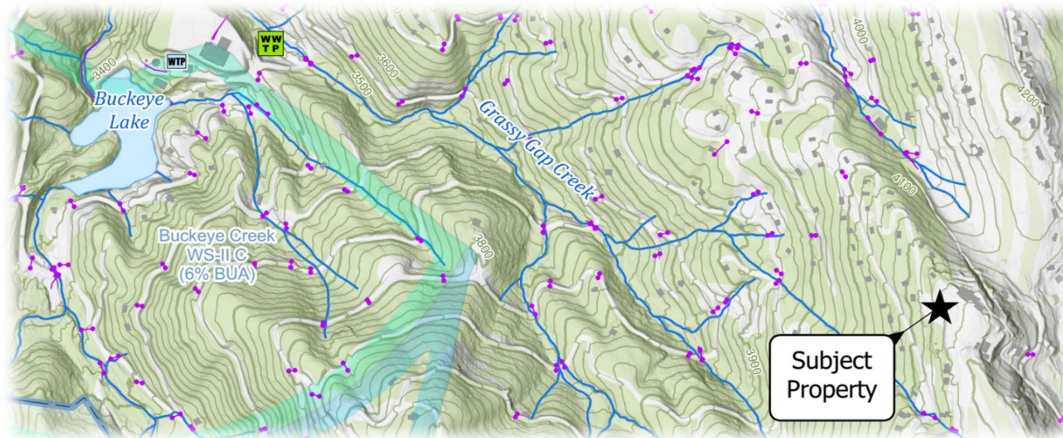
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
UKE	Unaka-Porters complex, 30 to 50 percent slopes, very rocky	0.2	14.9%
Totals for Area of Interest:		1.2	100.0%

Unaka Series: The Unaka series consists of moderately deep, well drained, moderately permeable soils on cool, north- to east-facing or shaded ridges and side slopes in the Southern Blue Ridge mountains. Elevation ranges from about 26,000 feet to 5,000 feet. Depth to hard bedrock ranges from 20 to 40 inches. Content of rock fragments commonly ranges from 0 to 15 percent but may range up to 35 percent. Typical vegetation consists chiefly of yellow-poplar, black cherry, northern red oak, hemlock, buckeye, yellow birch, black birch, beech, and white pine.

Porters Series: The Porters series consists of deep, well drained, moderately permeable soils on cool, north- to east-facing or shaded ridges and side slopes in the Southern Blue Ridge mountains. Elevation ranges from about 2,600 feet to 4,800 feet. Slopes are generally between 30 and 95 percent but range from 2 to 95 percent. Depth to hard bedrock is 40 to 60 inches. Reaction is very strongly to slightly acid. Content of rock fragments commonly ranges from 0 to 15 percent but may range up to 35 percent. Fragments are of gravel, cobble, and stone size. Consisting of a dominant forest type of northern red oak with hickory, sugar maple, yellow-poplar, black locust, hemlock, and eastern white pine as associated. On dry sites or the higher elevations upland oaks, hickory, blackgum, red maple, yellow birch, black birch, and pitch pine are associated. Flowering dogwood, mountain laurel, and rhododendron are the dominant understory species.

The properties' soil composition is fairly typical for the Beech Mountain area and does not provide any indication of unusual or atypical subsurface conditions.

HYDROGRAPHY



There are no perennial or intermittent streams within the enhanced vegetated buffer distance of 100 feet of the subject properties. The general area drains to the west and northwest across Pine Ridge Road into a tributary of Grassy Gap Creek. Grassy Gap Creek then flows northwest towards the Grassy Gap wastewater treatment plant in



the area of Buckeye Recreation Center. Grassy Gap then empties into Buckeye Creek downstream of the Buckeye Lake Reservoir. Buckeye Creek then empties into Beech Creek and ultimately into the Watauga River. As mentioned before, the subject properties are not within one of the water supply watershed protection areas.

VEGETATION

The subject properties have very little existing vegetation onsite. Most of the subject properties are covered by pavement used for vehicle parking. A review of the Color Infrared (CIR) imagery during both leaf-on and leaf-off periods suggest that the vegetation that does exist onsite is predominantly deciduous. The onsite and neighboring vegetation all appear to be mostly healthy and mostly deciduous. A small stand of trees between the road and the lower parking lot appear to be stressed or possibly diseased, as indicated by a yellow coloration on the leaf-on CIR.



ZONING AND LAND USE

EXISTING ZONING & LAND USE

The subject properties are predominantly developed, parcels of land that abut the Public-Private Service (PS) district of the Beech Mountain Club golf course, clubhouse, and ancillary structures. The existing use of the properties is that of an accessory use as vehicle parking for the golf course and clubhouse. The Town of Beech Mountain land use plan designates the subject property as medium-density residential, consistent with the existing R-2 single-family residential zoning for the property. There are no overlays affecting the properties.



SURROUNDING ZONING & LAND USES

NORTHEAST, EAST, & SOUTHEAST

To the east, extending northerly and southerly from the subject properties is the Beech Mountain Club golf course, clubhouse, and pro shop. This area is zoned Public-Private Service (PS) and carries the same land use designation (see **Exhibit B: Zoning & Aerial Map**). The applicant is proposing to extend the PS zoning district to include the subject properties. The PS zoning district is contiguous to the subject properties and no enclaves or pockets of differing zoning would be created.

The existing PS zoning district and land use designation of the Beech Mountain Club is approximately 97.68 acres and includes the entirety of the golf course, driving range, and clubhouse premises. The proposed rezoning would absorb the subject properties into this PS district to create an overall size of approximately 99.06 acres.

SOUTH & SOUTHWEST

To the south of the subject properties, is a continuation of the existing R-2 Single-Family Residential zoning district (see **Exhibit B: Zoning & Aerial Map**). Immediately south of the proposed rezoning is an existing residential lot with existing home, identified as 111 Clubhouse Road on the exhibit. Further south and southwest of the property are additional existing single-family homes and vacant lots, which are part of the Grassy Gap Golf Course plat recorded in Plat Book 5, Page 80 of the Watauga County Public Registry (see **Exhibit G: Grassy Gap Golf Course Plat**). Exhibit G1 shows the plat recorded at Plat Bk 5, Pg 80, but Exhibit G2 is an unrecorded plat showing a more accurate layout of Clubhouse Road (switchback added) in the area of the subject properties.

WEST

To the west of the proposed rezoning are two existing vacant lots owned by the Beech Mountain Club. These two lots, PID 1940-79-9781-000 and 1940-89-0533-000, front along Pine Ridge Road and are not included in the proposed rezoning (see **Exhibit B: Zoning & Aerial Map**). Further west and across Pine Ridge Road is the 500 block of Pine Ridge Road with several existing single-family residential homes.

NORTHEAST & NORTH

North of the subject properties and across Clubhouse Road is an existing single-family residential lot with an existing home identified as 120 Clubhouse Road (see **Exhibit B: Zoning & Aerial Map**). Northwest of the proposed rezoning are additional existing single-family residential homes, identified as 121 & 123 Clubhouse Road.

EXISTING UTILITIES AND INFRASTRUCTURE

The subject properties are along the paved section of Clubhouse Road, which connects to Pine Ridge Road pavement south of the properties. Gravel unpaved roadway begins immediately north of the subject properties and continues out to Pine Ridge Road, where road pavement begins again. However, the subject properties abut, and all of the existing paved parking is accessed from the paved portion of Clubhouse Road.

Both public water and public sewer utilities are available in the area of the proposed rezoning (see **Exhibit C: Utilities & Aerial Map**). A public water main runs the length of Clubhouse Road with two hydrants in the area of the proposed rezoning. A public sewer main runs along the northern end of the subject properties and continues northerly along Clubhouse Road to a connection in Pine Ridge Road.



RECENT LAND USE, ZONING, & DEVELOPMENT

There have not been any recent rezonings or land use changes in the area of the proposed rezoning. However, there has been considerable investment in upgrades, improvements, remodels, and the like in the surrounding area of the proposed rezoning, including a number of improvement permits for the clubhouse and other Beech Mountain Club facilities.

STAFF ANALYSIS

OVERVIEW

The applicant has requested to amend the Town’s Official Zoning Map to rezone approximately 1.38 acres of mostly developed property from **R-2 Single-Family Residential** to **PS Public/Private Service District** (see **Exhibit A** for the full application). The Town’s Zoning Ordinance (§ 154.070) defines **R-2 Single-Family Residential** as:

Single-Family Residential District (R-2, R-2A). The Single-Family Residential District is primarily intended to provide locations for single-family residential and supporting uses in areas where public water and sewer services are available or will likely be provided in the future. This district is further intended to protect existing single-family subdivisions from encroachment of incompatible land uses and thus does not allow mobile homes or mobile home parks. This district will be applied within those areas designated on the Land Use Plan as Single-Family Residential and platted as single-family residential subdivisions.

Additionally, the Zoning Ordinance defines **PS Public/Private Service District** as:

Private-Public Service District (PS and PS-C). The Private-Public Service District (PS) is primarily intended to be an area containing a concentration of private and public service activities such as schools, recreation parks and emergency services, amidst population centers. This district will apply to those areas designated on the Land Use Plan as Private-Public Service Centers.

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

Table 2: Dimensional Requirements Table Excerpt from § 154.105

District	Min. Lot Area in Sq. Ft.	Density	
		Min. Land Area Per Dwelling Unit in Sq. Ft.	Max. No. Dwelling Units Per Acre
R-2 Single-Family Residential	15,000	15,000	N/A
PS Public-Private Service	21,780	N/A	N/A

Table 3: Dimensional Requirements Table Excerpt from § 154.105

District	Minimum Average Lot Width	Minimum Setback Requirements in Feet (Measured to wall of structure)			Maximum Height in Feet
		Front Yard from the Front Property Line Adjacent to Road	Side Yard	Rear Yard	
R-2 Single-Family Residential	100 ft.	20 from the lot line or 32 feet from the center line of the road, whichever is greater	15 ft.	15 ft.	35 Feet; Refer to § 154.140



District	Minimum Average Lot Width	Minimum Setback Requirements in Feet (Measured to wall of structure)			Maximum Height in Feet
		Front Yard from the Front Property Line Adjacent to Road	Side Yard	Rear Yard	
PS Public-Private Service	No Minimum	20 from the lot line or 32 feet from the center line of the road, whichever is greater	10 ft.	10 ft.	

CURRENT & PERMISSABLE DEVELOPMENT

Below is an excerpt of the permitted use table from § 154.091 of the Town’s Zoning Ordinance. The table below can be used to compare the various permitted and special uses for the two zoning districts involved. For each of the defined uses in the lefthand column, there is an associated column for each zoning district R-2 and PS. A “P” in the respective column represents a Permitted Use in that zoning district and “S” represents a Special Use in that zoning district, subject to specific conditions outlined in the Codes (§ 154.115 *et seq.* Special Uses).

Table 4: Permitted Use Table Excerpt from § 154.091

§ 154.091 PERMITTED USE TABLE (Excerpt)	Single-Family Residential	Public
	R-2	PS
A “P” in the respective column represents a Permitted Use in that zoning district and “S” represents a Special Use in that zoning district, subject to specific conditions outlined in the Codes.		
Single-family residential	P	
Accessory buildings	P	P
Type I group homes	P	
Churches, public and private schools		P
Public or private non-profit recreational facilities (parks, playgrounds and the like)	P	P
Commercial outdoor amusement (miniature golf courses, par-3 golf courses, gem mining, batting cages, and the like)		S
Commercial indoor amusement (arcades, billiard rooms, ax-throwing, bowling alleys, and the like)		P
Commercial outdoor active recreation (golf courses, tennis courts, ropes courses, climbing walls, and the like)		P
Commercial indoor active recreation (gymnasiums, skating rinks, swimming pools, fitness centers, and the like)		P
Commercial large-scale entertainment (theaters, music venues, playhouses, arenas, and the like)		S
Commercial outdoor entertainment (open-air theaters, music venues, amphitheaters, and the like)		S



§ 154.091 PERMITTED USE TABLE (Excerpt)	Single-Family Residential	Public
	R-2	PS
Commercial indoor entertainment (theaters, music venues, playhouses, and the like)		P
Government protective services	P	P
Public utilities and pumping stations	P	P
Water and sewer plants; water storage tanks	S	S
Restaurants		P
Fraternal clubs or lodges		P
Libraries		P
Professional and business offices and services		P
Retail, commercial services, sales and rentals of goods		P
Noncommercial radio and television towers; satellite dishes	S	S
Wind Energy System - Commercial		S
Wind Energy System - Accessory	S	
Residential Vacation Rental	P	P
Mobile Public Safety Facility		P
A "P" in the respective column represents a Permitted Use in that zoning district and "S" represents a Special Use in that zoning district, subject to specific conditions outlined in the Codes.		

PLAN CONSISTENCY

2020-2035 COMPREHENSIVE PLAN OF THE TOWN OF BEECH MOUNTAIN, NC

Below is an excerpt of the Town’s 2020-2035 Comprehensive Plan. Within the Land Use Chapter, Goal 3 states that the Town should focus development towards existing commercial and residential areas.

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

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

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

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

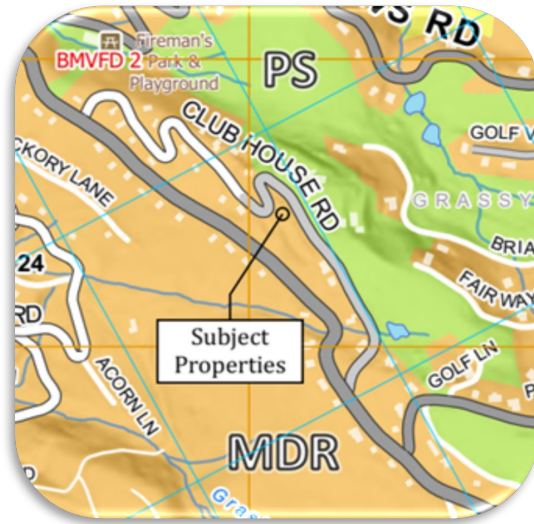


The Town’s Comprehensive Plan encourages infill development and densification as opposed to sprawling development on the periphery where utilities and infrastructure may be lacking. This rezoning would be consistent with these goals and policies and would promote the improvement or redevelopment of the subject properties.

LAND USE PLAN

The Town of Beech Mountain Land Use Plan identifies the subject properties as Medium Density Residential (MDR), which is consistent with the existing R-2 Single-Family Residential zoning district. The properties abut the Public-Private Service (PS) land use designation, which is coincident with the PS zoning district. This inconsistent land use designation would be concurrently amended to match the PS zoning district and PS land use designation.

In accordance with § 160D-605(a) *If a zoning map amendment is adopted and the action was deemed inconsistent with the adopted plan, the zoning amendment has the effect of also amending any future land-use map in the approved plan, and no additional request or application for a plan amendment is required.*



LIST OF EXHIBITS

- Exhibit A: Application Requesting Rezoning
- Exhibit B: Zoning & Aerial Map
- Exhibit C: Utilities & Aerial Map
- Exhibit D: Terrain & Topo Map
- Exhibit E: Soils Survey Map
- Exhibit F: Topo & Hydro Map
- Exhibit G1: Recorded Grassy Gap Golf Course (sheet 4)
- Exhibit G2: Unrecorded Grassy Gap Golf Course (sheet 4)



REZONING APPLICATION
Town of Beech Mountain



Property Information			
Property Address(es):	114 Clubhouse Rd		
Parcel ID #(s): PID:	194089164600		
Owner Information			
Name of Owner(s):	Beech Mountain Club		
Owner Address:	103 Lakeledge Rd.		
Owner City/State/Zip	Beech Mountain	NC	28604
Owner Telephone:	912-414-9590 or 828-387-4208 XT 303		
Owner Email:	Blakeb@beechmtn.club		
Applicant Information (if different from owner)			
Name of Applicant:			
Applicant Address:			
Applicant City/State/Zip			
Applicant Telephone:			
Applicant Email:			

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

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

	PID or Address	Property Use	Zoning
Existing	194089164600	Lot	Bm - R2
Proposed	194089164600		PS

RECEIVED

~~FEB 02 2026~~

REZ 2026-0019
 REZONE CLUB PROPERTY
 CLUBHOUSE RD (1940-89-1646)

Surrounding Property Information:

	PID or Address	Existing Use	Zoning
North	1940799899000	Residence	Bm-R2
South	194089037000	Residence	Bm-R2
East	1940891709000	Parking	Bm-R2
West	1940799781000	Lot	Bm-R2

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

Additional narrative pages attached: YES NO

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


STATE OF NORTH CAROLINA

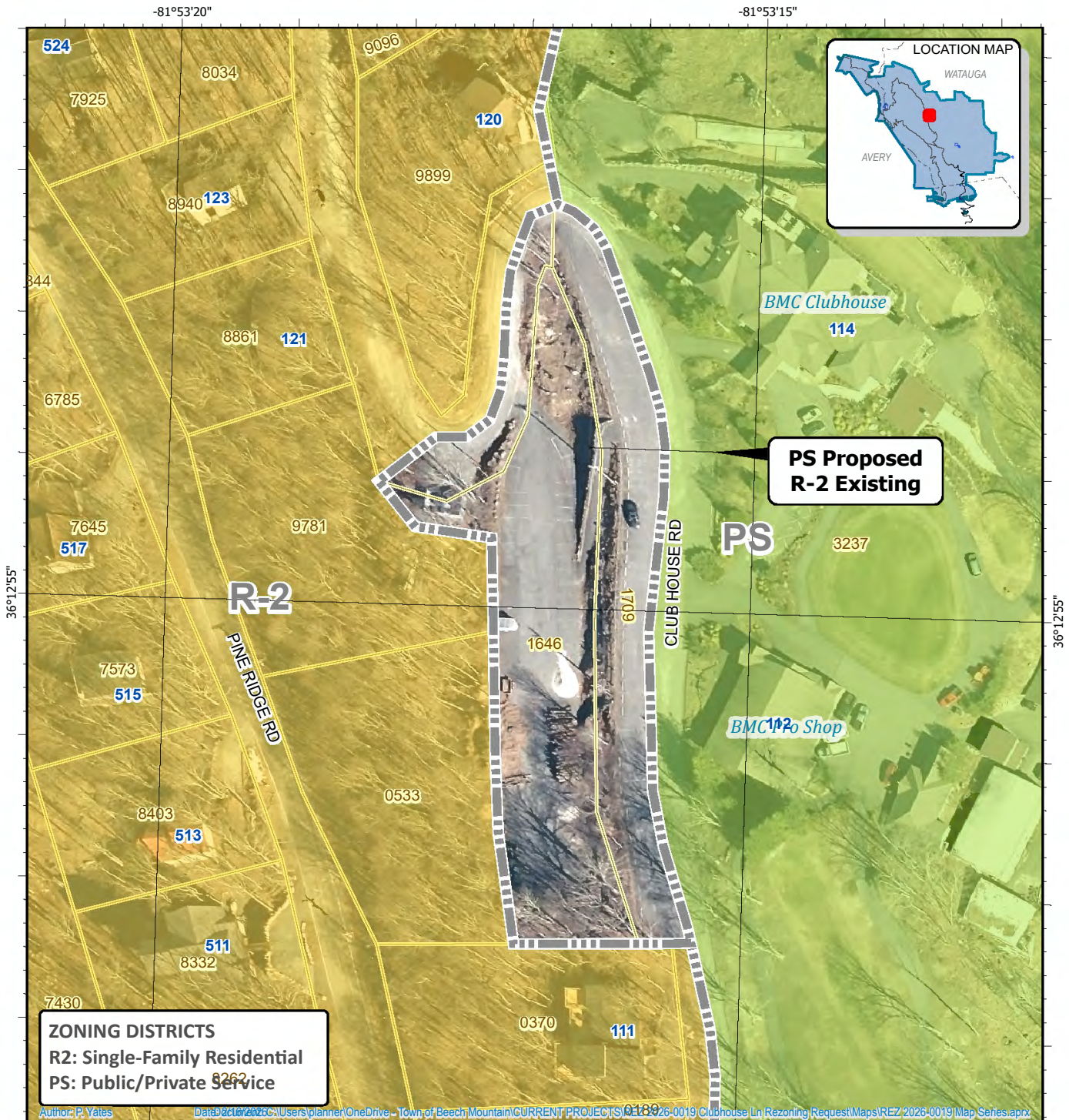
COUNTY OF Watauga

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

Notary Public: _____

My commission expires: _____ (Official Seal)

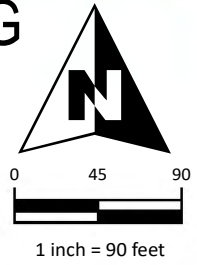
OFFICIAL USE ONLY			
Date Application Received:	<u>2/2/26</u>	Property Zoning District:	<u>R-2</u>
The owners of property adjacent to the property described above have been notified by First Class mail on:			
MEETING DATES			
Planning Board: <u>2/24/26</u>			
Town Council: <u>3/10/26 CALL PH</u> <u>4/14/26 PH</u>			
Date Fee Paid:	Amount Paid:	Staff Initials:	Case Number:
<u>2/2/26</u>	<u>\$ 500</u>	<u>py</u>	
I hereby certify this application is complete and accepted.			
		COMPLETED	
Staff Signature		Date	
		<u>FEB 03 2026</u>	



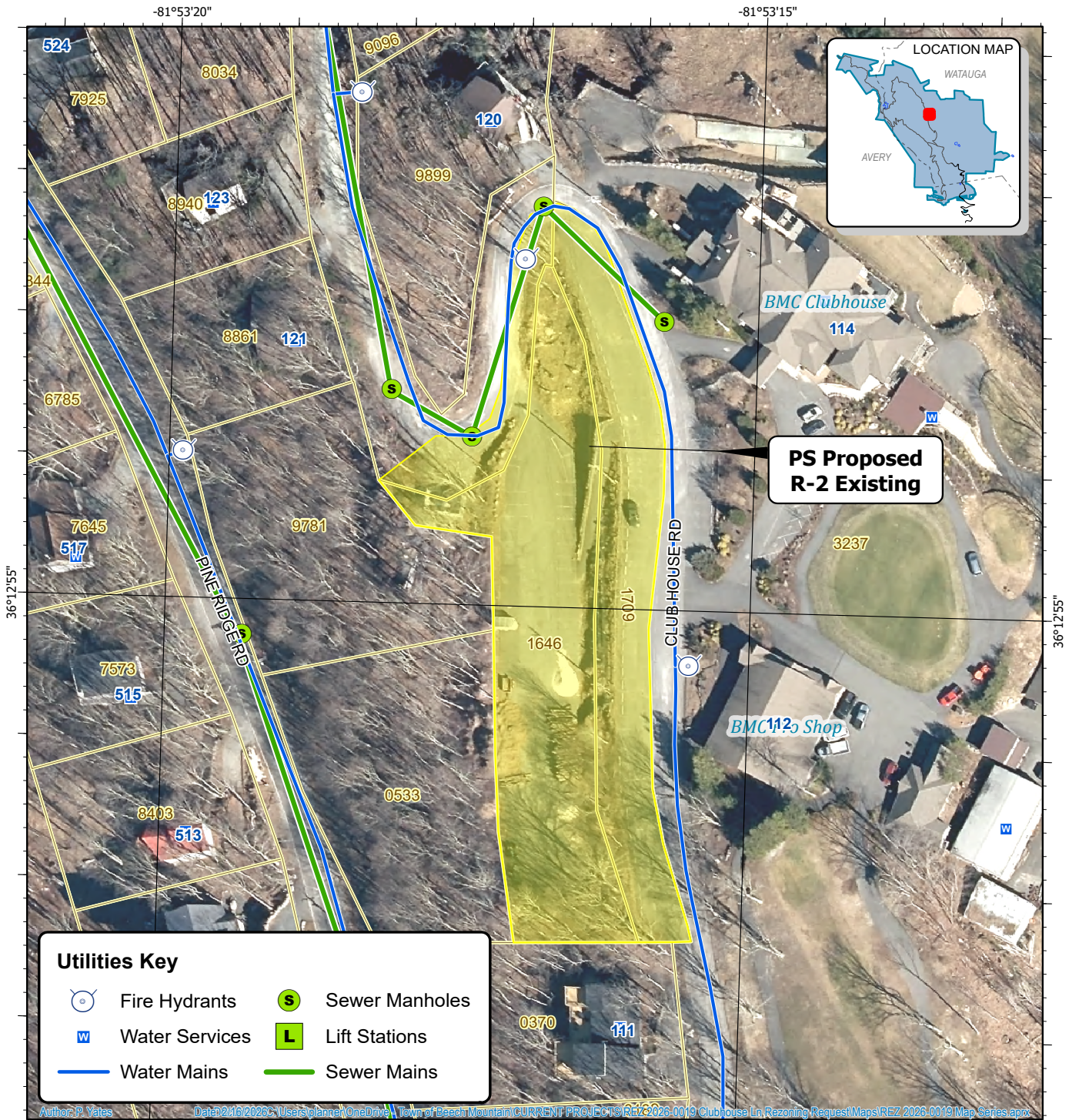
ZONING DISTRICTS
 R2: Single-Family Residential
 PS: Public/Private Service

REZ 2026-0019 PROPOSED REZONING EXHIBIT B: ZONING & AERIAL MAP

Source: Beech Mountain GIS

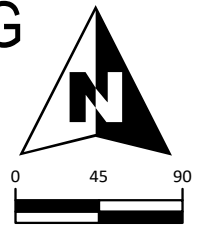


This product is for informational purposes and is not suitable for legal, engineering, or surveying purposes. Users of this map and the contents therein are solely responsible for interpretations made from these products. Town of Beech Mountain cannot accept any responsibility for errors, omissions,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



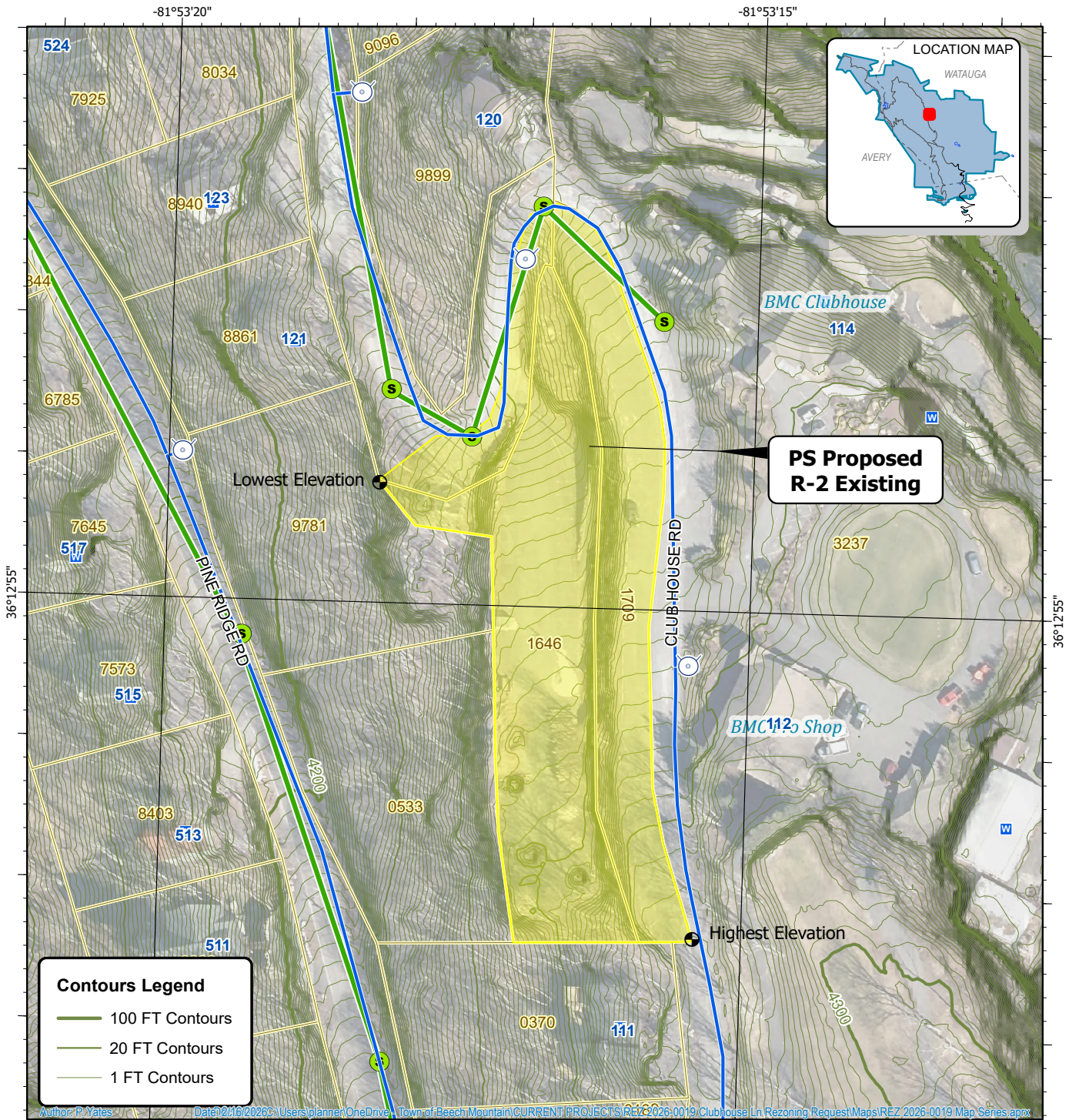
REZ 2026-0019 PROPOSED REZONING EXHIBIT C: UTILITIES & AERIAL MAP

Source: Beech Mountain GIS



1 inch = 90 feet

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

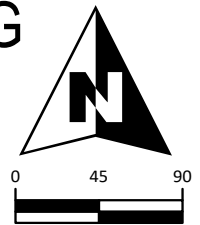


REZ 2026-0019 PROPOSED REZONING EXHIBIT D: TERRAIN & TOPO MAP

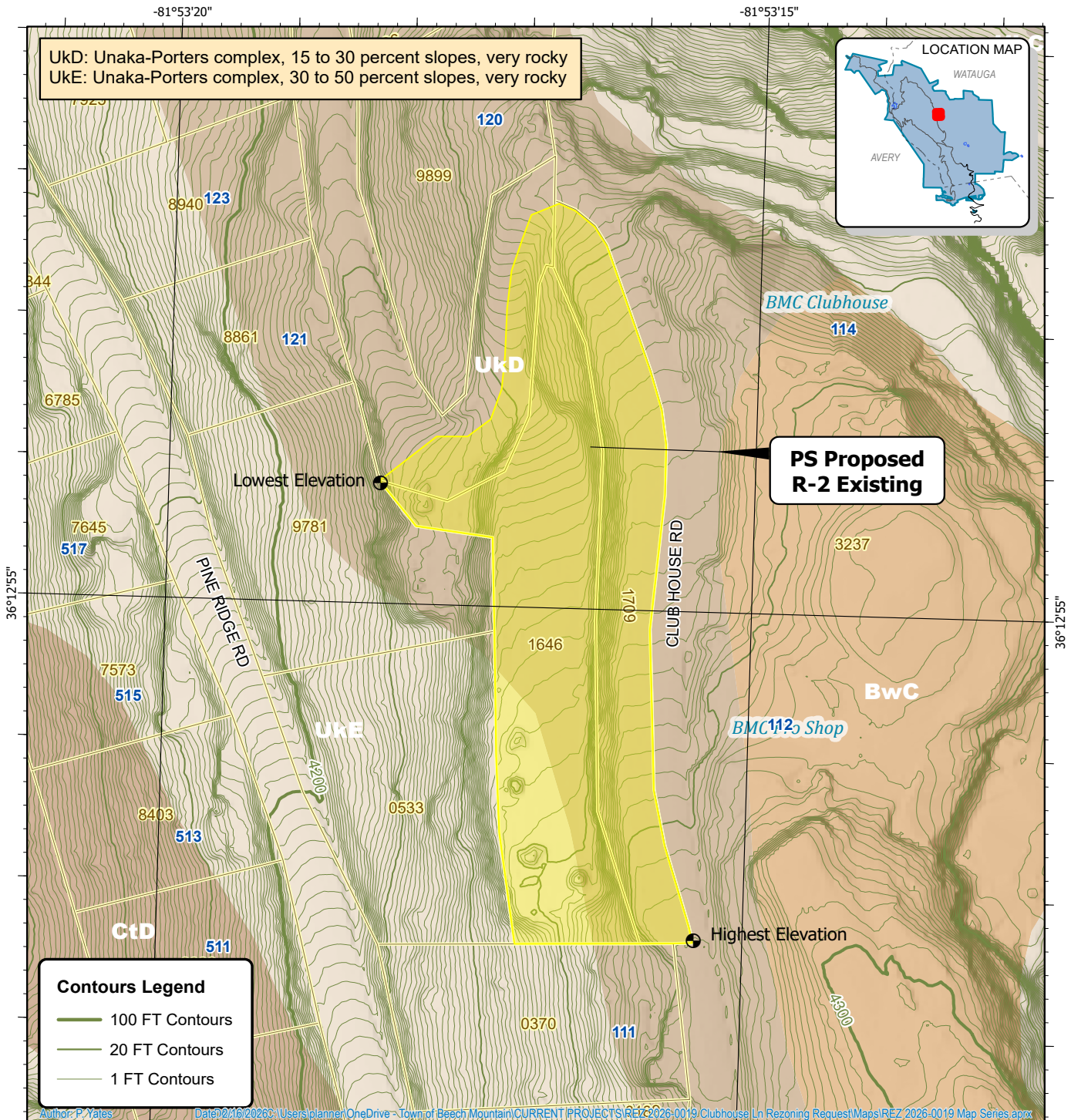
Source: Beech Mountain GIS



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

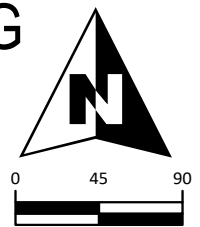


1 inch = 90 feet



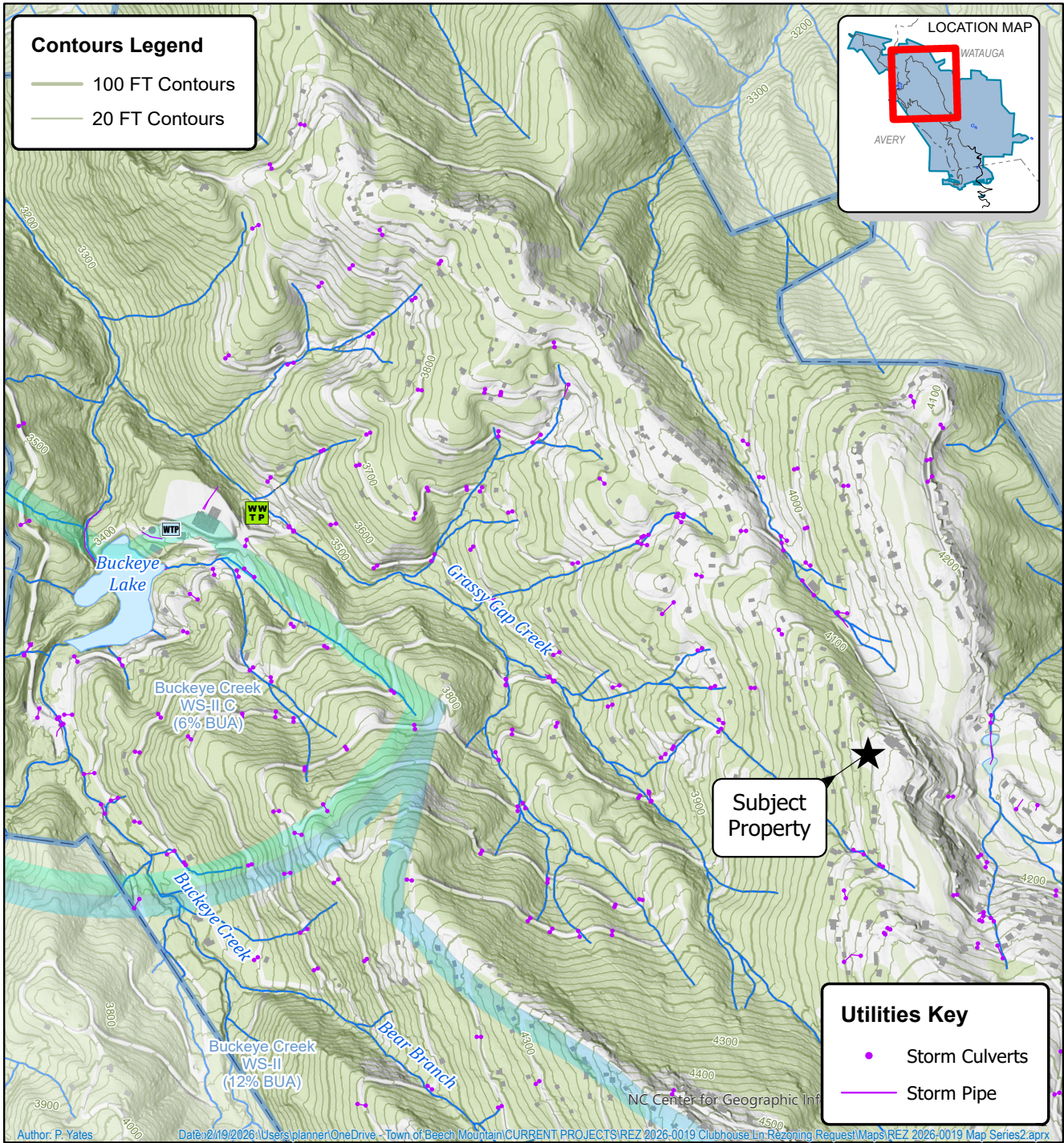
REZ 2026-0019 PROPOSED REZONING EXHIBIT E: SOILS SURVEY MAP

Source: Beech Mountain GIS



1 inch = 90 feet

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



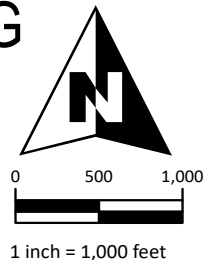
Author: P. Yates Date: 2/19/2026 Users: plannerOneDrive - Town of Beech Mountain\CURRENT PROJECTS\REZ 2026-0019 Clubhouse Ln Rezoning Request\Maps\REZ 2026-0019 Map Series2.aprx

REZ 2026-0019 PROPOSED REZONING EXHIBIT F: TOPO & HYDRO MAP

Source: Beech Mountain GIS



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



Record of Registry

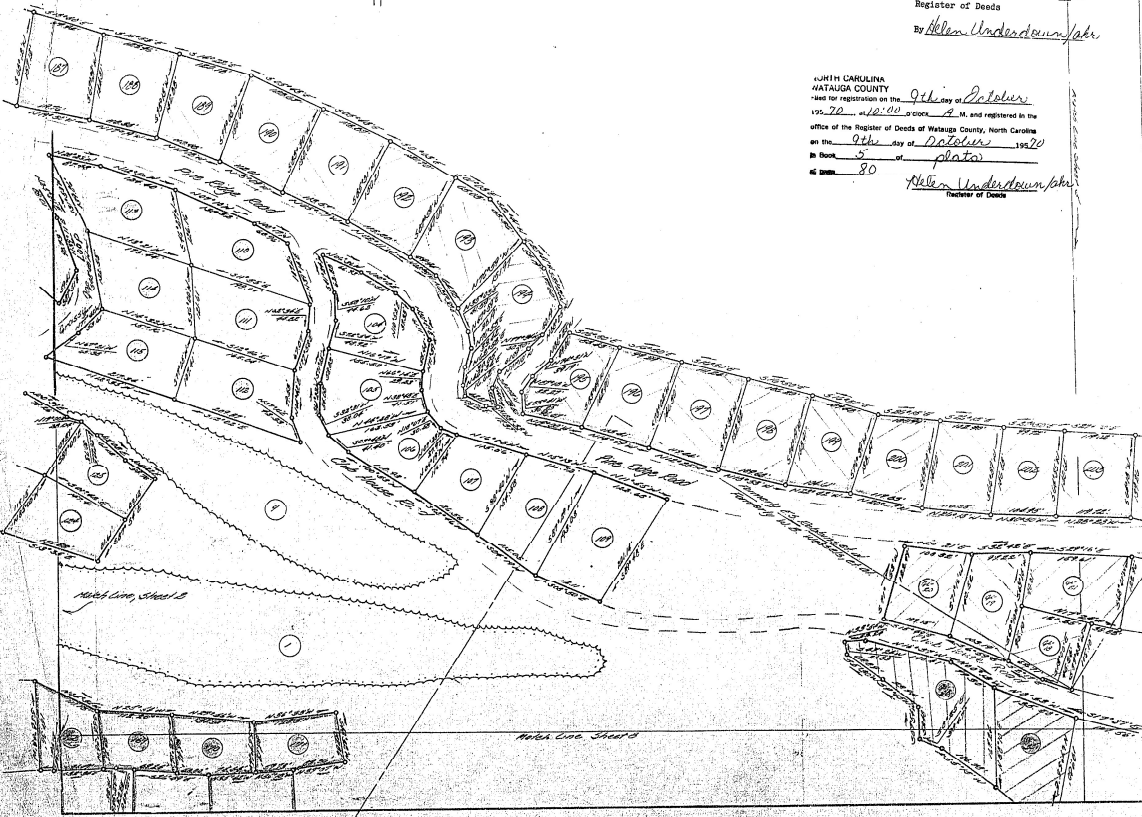
1. 1910 Plat Book 4, Page 121
2. 1910 Plat Book 4, Page 122
3. 1910 Plat Book 4, Page 123
4. 1910 Plat Book 4, Page 124
5. 1910 Plat Book 4, Page 125
6. 1910 Plat Book 4, Page 126
7. 1910 Plat Book 4, Page 127
8. 1910 Plat Book 4, Page 128
9. 1910 Plat Book 4, Page 129
10. 1910 Plat Book 4, Page 130

1. 1910 Plat Book 4, Page 121
2. 1910 Plat Book 4, Page 122
3. 1910 Plat Book 4, Page 123
4. 1910 Plat Book 4, Page 124
5. 1910 Plat Book 4, Page 125
6. 1910 Plat Book 4, Page 126
7. 1910 Plat Book 4, Page 127
8. 1910 Plat Book 4, Page 128
9. 1910 Plat Book 4, Page 129
10. 1910 Plat Book 4, Page 130

1. 1910 Plat Book 4, Page 121
2. 1910 Plat Book 4, Page 122
3. 1910 Plat Book 4, Page 123
4. 1910 Plat Book 4, Page 124
5. 1910 Plat Book 4, Page 125
6. 1910 Plat Book 4, Page 126
7. 1910 Plat Book 4, Page 127
8. 1910 Plat Book 4, Page 128
9. 1910 Plat Book 4, Page 129
10. 1910 Plat Book 4, Page 130

North Carolina, Watauga County
The foregoing certificate, of Mary Ann Penne
Notary Public/Notaries Public in/are certified to be correct. This instrument was presented for registration and recorded in this office at Book 5, Page 80.
This 9th day of October, 1970 at 11:00 o'clock A.M.
Register of Deeds
By Helen Underdown/ptr

NORTH CAROLINA
WATAUGA COUNTY
was for registration on the 9th day of October
1970 at 11:00 o'clock A.M. and registered in the
office of the Register of Deeds of Watauga County, North Carolina
as the 9th day of October, 1970
in Book 5 of Plats
at page 80
Helen Underdown/ptr
Register of Deeds



North Carolina
Watauga County
Walter H. Burkett, being duly sworn, says that the above shown plat is correct in all respects to the best of his knowledge and belief and was prepared under his supervision and by his direction and control.
Walter H. Burkett
Surveyor
Sworn and subscribed to before me this
9th day of October, 1970
Ernest David, Notary Public
My commission expires 10/1/71

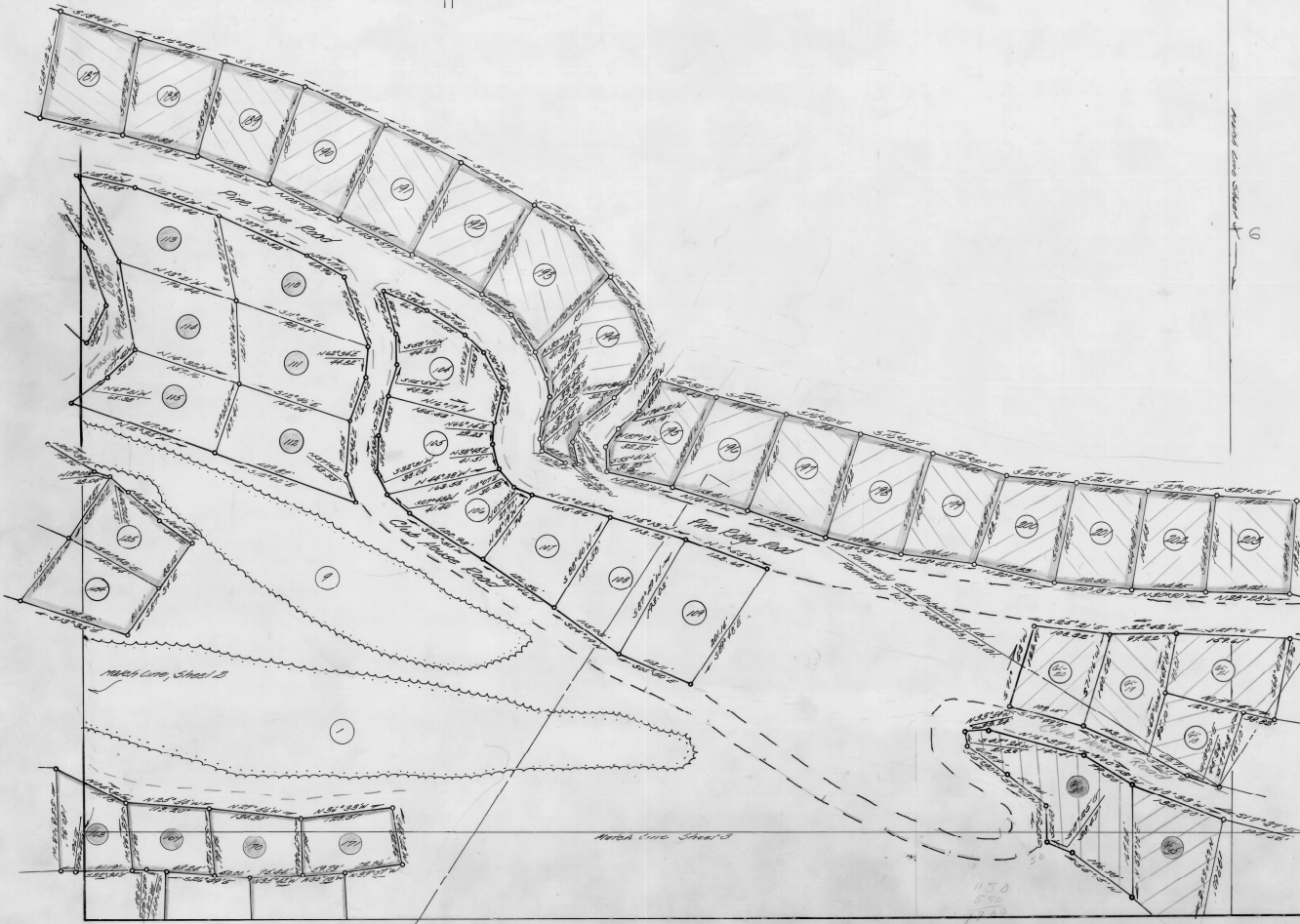
Notes:
1. Survey and plat was prepared in
accordance with the provisions of
the Carolina Constitution and the
Carolina General Statutes in the
County of Watauga, North Carolina.
2. The plat was prepared by me
and is correct in all respects to
the best of my knowledge and
belief.
3. The plat was prepared under
my supervision and control.

Walter H. Burkett
Surveyor

GRASSY GAP GOLF COURSE
Beech Mountain
A Property of CAROLINA CARIBBEAN CORPORATION
Laurel Creek Twp, Watauga Co.,
North Carolina
Scale: 1" = 100' September, 1970
Survey by Le Brun N. Smith, Reg. L-970
Walter H. Burkett, Reg. L-1209
Banner Elm, N. C.
Sheet 4

Record of Registry

1. 2/14/69 Plat Book 4, Page 125. Fourth recording designated by shaded lot numbers through lot. Example:
2. 3/16/69 Plat Book 4, Page 125. Second recording designated by shaded lot numbers. Example:
3. 5/22/69 Plat Book 4, Page 125. Third recording designated by shaded lot lines. Example:
4. 10/1/69 Plat Book 4, Page 214. Fourth recording designated by shaded lot numbers through lot. Example:
5. 11/5/69 Plat Book 4, Page 227. Fifth recording designated by shaded lot numbers and back marks through lot. Example:
6. 11/11/69 Plat Book 4, Page 227. Sixth recording designated by shaded lot numbers and lot lines. Example:
7. 12/1/69 Plat Book 5, Page 52. Seventh recording designated by shaded lot lines and back marks through lot. Example:



North Carolina
Watauga County

Walter H. Burkett being duly sworn says that the plat shown hereon is correct in all respects to the best of his knowledge and belief and was prepared from an actual field survey made by him in December, 1969

By, Surveyor: W. H. Burkett

Sworn and subscribed before me this
day of September, 1970

Notary Public: _____

My commission expires _____

Notes:

I certify that this map represents a partial subdivision of lands purchased by Carolina Caribbean Corporation as per former boundary lines as follows:

1. Edmund Spencer Robbins et al. February 2, 1965 Deed Book 100, Pages 128, 129, Watauga County Registry
2. Walter G. Hensley et al. April 9, 1968, Deed Book 100, Page 229, Watauga County Registry

All of the lots of the subdivision shown hereon are entirely within these lines

Note:
There is a thirty foot (30') easement adjoining all "burrows, trees and prunes"

GRASSY GAP GOLF COURSE
Beech Mountain

A Property of CAROLINA CARIBBEAN CORPORATION
Laurel Creek Twp., Watauga Co.,
North Carolina

Scale: 1" = 100' September, 1970

Survey by Le Brun N. Smith, Reg. L-970
Walter H. Burkett, Reg. L-1209

Banner E.P., N. C.
Sheet 4



PROCLAMATION

TO: Mayor and Council
FROM: Emily Haynes
DATE: April 14, 2026
SUBJECT: Proclamation- Sam Potter Day

SIGNATURES:

Town Manager

Town Clerk



Town of Beech Mountain
North Carolina

Proclamation to Dedicate Sam Potter Day

WHEREAS, Sam and Maxine Potter moved to Beech Mountain Memorial Day weekend, in 1970, and became one of the founding families of Beech Mountain

WHEREAS, Sam Potter took the position of Sales Manager of Carolina Caribbean Corporation, the developer of Beech Mountain. In his position, he moved early sales of Beech Mountain lots to a higher level

WHEREAS, Sam and Maxine Potter started the first family of Beech Mountain with the birth of their daughter, Shena Potter

WHEREAS, Sam Potter has monitored the progress of the Beech Mountain community, visiting often, and continues to promote Beech Mountain

NOW, THEREFORE, be it resolved by the Mayor and Town Council in honor of Sam Potter's 90th birthday that April 17th be declared Sam Potter Day in the Town of Beech Mountain.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town to be fixed this _____ day of _____ in the year of our Lord, 2026.

Weidner J. Abernethy, Mayor

ATTEST Emily Haynes, Town Clerk



REPORT

TO: Mayor and Town Council
FROM: Bob Pudney
DATE: April 14, 2026
SUBJECT: Solid Waste Public Hearing

FOR THE PURPOSE OF:

The attached proposed changes to both the Solid Waste Franchise and Solid Waste Agreement with Republic Services is presented for a Public Hearing.

SIGNATURES:

Town Manager

Town Clerk



Ordinance

Town of Beech Mountain
North Carolina

Date: 7/13/2021

EXHIBIT C

ORDINANCE GRANTING FRANCHISE AGREEMENT FOR SOLID
WASTE COLLECTION FOR COMMERCIAL AND INDUSTRIAL CONTAINERS TO
REPUBLIC SERVICES OF NORTH CAROLINA, LLC

Ordinance Number 2021 - 02

WHEREAS, G.S. 160A-319 empowers the Town of Beech Mountain to grant a franchise for solid waste collection and disposal systems and facilities;

WHEREAS, in order to promote the general welfare of the citizens of the Town of Beech Mountain and the sanitation of the Town of Beech Mountain in the most economical fashion, an exclusive franchise for the provision of specialized bear-resistant large bulk containers and pick-up of bear-resistant commercial and industrial bulk containers by emptying said containers and hauling the contents to landfills for dumping should be granted due to the inability of the trucks owned by the Town of Beech Mountain to easily empty those containers. This shall not include residential service or service provided by the Town of Beech Mountain itself;

NOW, THEREFORE, BE IT ORDAINED BY THE Town Council of the Town of Beech Mountain that, Republic Services of North Carolina, LLC hereinafter referred to as the REPUBLIC, is hereby granted by the Town of Beech Mountain,

hereinafter referred to as the TOWN OF BEECH MOUNTAIN, an exclusive franchise, hereinafter sometimes referred to as the Agreement, for the sale and rental of bear-resistant commercial and industrial bulk containers within the Town of Beech Mountain and upon Town owned property as may be approved by the Town in writing prior to its installation and use under this Agreement for solid waste collection for commercial and industrial bulk containers within the Town of Beech Mountain and upon Town of Beech Mountain owned property, subject to the following terms and conditions:

1. That the territory covered by this Agreement shall be the territory which is presently, or by annexation will be, within the corporate limits of the Town of Beech Mountain, together with any municipally owned or occupied property outside the corporate limits of the Town of Beech Mountain, and specifically apply to those bear-resistant bulk containers allowed and approved by the Town of Beech Mountain. Nothing contained herein shall limit the ability of the Town of Beech Mountain to collect residential solid waste, nor the operation of services related to solid waste conducted by the Town itself. .

2. This franchise shall continue for a period of time commencing on the 1st day of July, 2026 and ending on the 30th day of June, 2031, and may renewed by affirmative vote of the Town Council for the Town of Beech Mountain for additional one (1) year periods on the terms stated herein.

3. Republic shall clean, repair or replace a container rented or leased from it within forty-eight (48) hours from the receipt of notice from the Town of Beech

Mountain of the need for such action. If Republic fails to do so more than three times in a given six-month period, the Town of Beech Mountain shall have the right to revoke the franchise. Republic may recover from any person, firm or corporation which rents or leases a container from said an amount which represents the cost to Republic for cleaning, repairing or replacing said container.

4. The owner of the containers will be responsible for the maintenance and repair of the containers. Maintenance and repair is defined as being washed out and cleaned and periodically repainted, repaired with new lids and doors as necessary and replaced with containers of same size and type when necessary to ensure public health and welfare of the customers.

5. Republic shall have the right to terminate service to any establishment for non-payment of charges. Republic shall file with the Town of Beech Mountain on a monthly basis a list of all establishments to which services have been terminated.

6. Republic shall provide the Town of Beech Mountain with schedules of collection routes and locations of all containers placed by Republic for rent, lease, or sale no later than the 10th day of November of each year of the franchise and shall keep such information current.

7. Republic shall, at its sole cost and expense, fully indemnify, defend and save harmless the Town of Beech Mountain, its officers and employees against any and all actions, liability, judgments, executions, claims or demands; for any loss, cost, expense, and damages, including reasonable attorney's fees, to the

extent arising out of Republic's negligence or willful misconduct in the exercise or enjoyment of this franchise, irrespective of the amount of the comprehensive liability policy required hereunder, and shall act in accordance with the Municipal Materials Management Agreement signed by Republic and the Town of Beech Mountain.

8. Republic will provide the Town of Beech Mountain with a telephone number whereby Republic can be reached at all times; and that Republic shall maintain a daily log on all incoming telephone calls and complaints otherwise communicated and the disposition of each; and that Republic will provide the Town with a copy of the daily log upon request by the Town of Beech Mountain.

9. All containers sold, rented, or leased by Republic must be approved by the Public Works Director as to design, quality and capacity, to the end that users will be furnished with containers adequate to the garbage and refuse produced by such user. It is distinctly understood and agreed upon that all containers sold, leased, or rented by Republic which are equipped with a side door shall have sliding doors with a stop.

10. Republic shall furnish collection services to all establishments covered by the terms of this Agreement, a minimum of one (1) time per week, unless a greater frequency is requested either by the establishment receiving the service or the Public Works Director.

11. Republic shall maintain with the Town of Beech Mountain a current list showing the size, age, make, serial number and identification number of all vehicles which will be or are being used 'to perform Republic's services under this

Agreement, and to make those vehicles available for inspection by the Town of Beech Mountain.

12. It is understood and agreed that the nature of the performance under this Agreement is such that time is of the essence and events of default and/or major breach of this Agreement by Republic in performance resulting in immediate termination of this contract are:

A) Substantial failure to perform for a period of one week when the failure to perform the scheduled service to the Town of Beech Mountain customer is not caused by a Force Majeure event.

B) The filing by Republic of a voluntary petition in bankruptcy or the failure of Republic promptly to lift or suspend any execution, garnishment or attachment of such consequence as will impair the ability of Republic to perform under the Agreement, or the commission by Republic of any act of bankruptcy or the adjudication of Republic for the benefit of his creditors under the provisions of the Federal Bankruptcy Act, as amended or under any similar act which may be hereinafter enacted.

In the event of any lesser breach of this Agreement or unsatisfactory performance on the part of Republic, the Town of Beech Mountain shall give Republic written notice of the nature of the breach or unsatisfactory performance and demand its correction and if Republic does not within forty-eight (48) hours of receipt of such notice correct the condition causing the breach, or request additional time from the Town to correct the breach where reasonably appropriate, the Town of

Beech Mountain may terminate this contract by giving written notice to Republic on or prior to the 30th day of said month after the Town of Beech Mountain Council has approved its termination.

13. Republic shall conduct operations in compliance with all applicable laws.

14. Republic shall not, in the performance of this Agreement, discriminate against any employee or applicant for employment because of race, color, creed, national origin or ancestry and shall provide the Town of Beech Mountain with a copy of Republic's Non-Discrimination Policy prior to the activation of this franchise.

15. The rights of Republic for the period of this franchise shall be exclusive. This franchise is adopted by the parties in good faith and in the event it should be determined by any court of competent jurisdiction that this franchise is an ultra vires act by the Town of Beech Mountain, Republic agrees that no action shall be taken against the Town of Beech Mountain for damages.

16. Republic shall not enter into a contract during the term of this franchise for a period longer than one (1) year with any customer for services to be rendered under the provisions of this franchise. However, a contract may provide for automatic renewals or extensions of additional one (1) year periods only if such renewal or extension is contingent upon Republic providing the establishment with written notice by certified mail at least sixty (60) days in

advance prior to the expiration of the contract of the option of the establishment to either (a) allow the automatic renewal or extension to take effect or (b) not to renew or extend the contract by advising Republic in writing of the election to not renew or extend within thirty (30) days of the receipt by the establishment of the notice from Republic.

BE IT FURTHER ORDAINED that the Mayor and Town Clerk of the Town of Beech Mountain be and are hereby authorized to execute a Franchise Agreement in accordance with the aforementioned terms and conditions for and on behalf and as the official act of the Town of Beech Mountain upon adoption of this Ordinance.

This Ordinance adopted on the day of _____, 2026.

Weidner Abernethy, Mayor

ATTEST:

Emily Haynes, Town of Beech Mountain Clerk

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

By: Steve Smith, Finance Officer

Accepted upon the Agreed Upon terms as set forth above:

Republic Services of North Carolina, LLC
By: _____
Title: _____

Attest:

_____(SEAL)
Corporate Secretary of Republic Services of North Carolina, LLC

MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

This Municipal Materials Management Agreement (the "Agreement") is made and entered into this 1st 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. **Company shall exercise commercially reasonable efforts to perform services in accordance with this Agreement. In the event of any interruption or delay in service, the Company shall provide notice to the Town and shall work diligently to restore service as soon as reasonably practicable, consistent with safe operating conditions and industry standard practices.**
- 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 public finance. 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

Version 2007.10
Classified as Restricted

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	\$3,000,000
Combined – Single Limit	Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).

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, **severe or hazardous weather conditions (including but not limited to snow, ice, flooding, high winds, or conditions that render the roads impassable or unsafe)** 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. **In the case of service delays caused by bad weather, Company shall resume services as soon as reasonably practicable once road conditions are deemed safe and accessible for normal operations, and when doing so does not endanger Company personnel, equipment, or the public.** 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: 
Name: BOB PURNEY
Title: TOWN MANAGER
Date: 7/13/2021

By: 
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.


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.

Upon a customer, (including and not limited to, North Ridge / Klonteska) request, and subject to the customer providing reasonable advance notice, the Company shall furnish a secondary, temporary front-load waste container prior to any anticipated inclement weather event that is reasonably expected to create unsafe road conditions and prevent Republic Services from operating on its regular scheduled route. The provision of such additional container shall be made solely upon the customer's request and only with appropriate prior notice to the company. The additional secondary container shall be provided at no additional charge to the customer.

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)**



RESOLUTION

TO: Town Council

FROM: Preston Yates

DATE: April 14, 2026

SUBJECT: Annexation Petition of Property Owned by Emerald Opportunities, Inc.

FOR THE PURPOSE OF:

A Petition for Voluntary Annexation of approximately 1.213 acres was received by the Town from Emerald Opportunities, Inc. This Resolution directs the Town Clerk to investigate the sufficiency of the petition pursuant to NCGS 160A-31 and report the findings to the Town Council. Once the Town Clerk reports the findings to Council and upon a finding that the petition is sufficient, a date will be set for a Public Hearing where Council will consider the question of annexation.

SUPPORTING DOCUMENTS:

Application and Petition for Voluntary Annexation submitted by the current property owner, Emerald Opportunities, Inc.

SIGNATURES:

Town Manager

Town Clerk



Resolution

Town of Beech Mountain
North Carolina

Date: 4/14/2026

TOWN OF BEECH MOUNTAIN

Resolution No. 2026-04

A RESOLUTION DIRECTING THE TOWN CLERK TO INVESTIGATE A VOLUNTARY ANNEXATION PETITION RECEIVED PURSUANT TO NORTH CAROLINA GENERAL STATUTES § 160A-31 *ET SEQ.* FOR A 1.213 ACRE PROPERTY DESCRIBED AS BEING A PORTION OF EMERALD MOUNTAIN DEVELOPMENT BLOCK “C” PHASE 2 LYING OUTSIDE OF THE CORPORATE LIMITS OF THE TOWN OF BEECH MOUNTAIN AS DEPICTED ON SURVEYOR DRAWING NO. 11616-1 BY E. THOMAS CONLEY, PLS AND ATTACHED HERETO AS “EXHIBIT A”.

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

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

WHEREAS, a petition requesting voluntary annexation of an area described in said petition was received on April 1, 2026, by the Town of Beech Mountain, and

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

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

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

READ, CONSIDERED, PASSED, AND APPROVED at a regular meeting of the Town Council for the Town of Beech Mountain, North Carolina, at which a quorum was present and which was held on the ____ day of _____, 2026.

ADOPTED this the ____ day of _____, 2026.

Weidner Abernethy, Mayor

ATTEST:

_____(SEAL)
Emily Haynes, Town Clerk

EXHIBIT A

CERTIFICATION OF SURVEY AND ACCURACY

I CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. I HAVE BEEN ADEQUATELY TRAINED AND AM A LICENSED SURVEYOR. THE BOUNDARIES NOT SURVEYED ARE INDICATED AS SUCH WITH REFERENCE SOURCE; THAT THE RATIO OF PRECISION IN SETTING OUT OF LOTS AND BOUNDARY MONUMENTATION IS GREATER THAN 1:10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (N.C.A.C. 56.060) AND WAS PREPARED IN ACCORDANCE WITH G.S. 47-35.

E. Thomas Conley
 E. THOMAS CONLEY, P.L.S., L-3408
 DATE: 4 APRIL 2026



SURVEYOR'S STATEMENT

THIS PLAT IS OF A SUBDIVISION WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

Surveyor: E. Thomas Conley
 LICENSE NUMBER L-3406

CERTIFICATE OF APPROVAL FOR RECORDING MINOR SUBDIVISION PLAT

I HEREBY CERTIFY THAT THE MINOR SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE TOWN OF BEECH MOUNTAIN, AND HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF AVERY COUNTY.

DATE: TOWN OF BEECH MOUNTAIN, NC

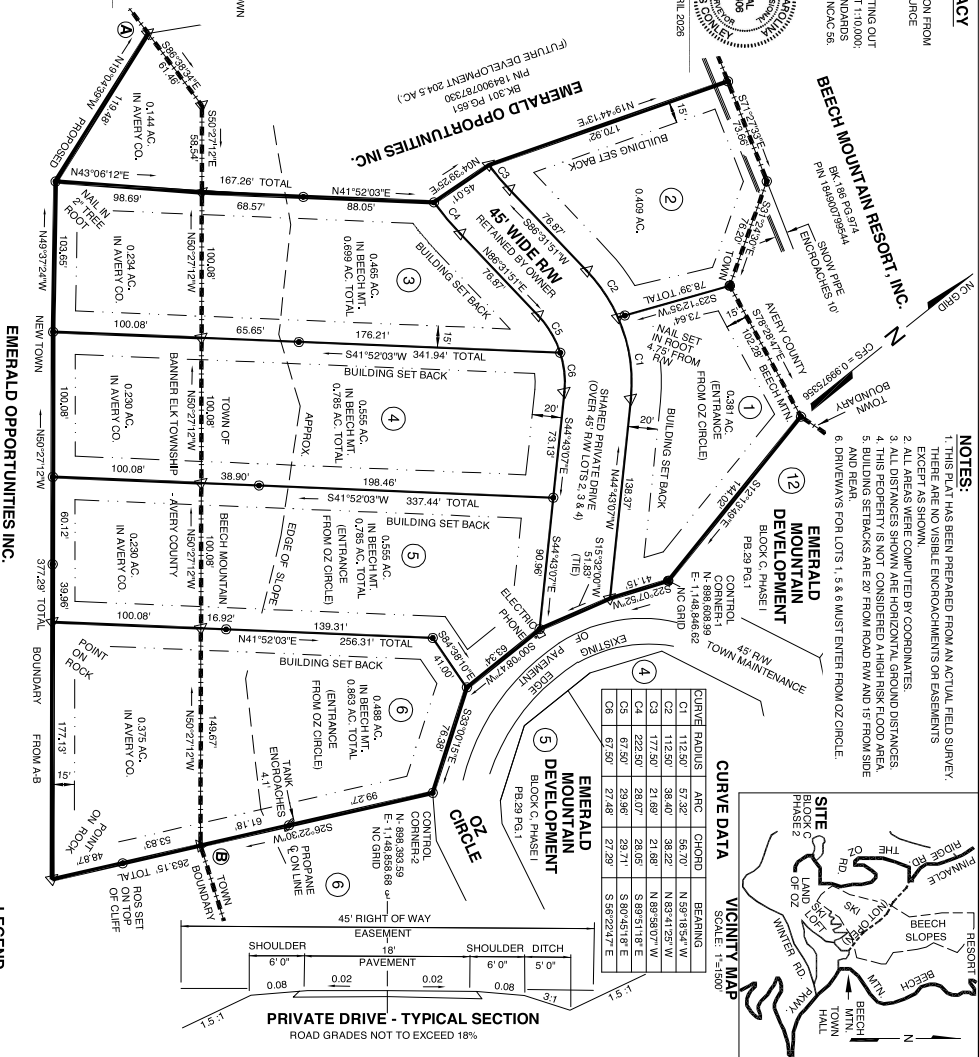
CERTIFICATE OF OWNERSHIP AND DEDICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS AND DEVELOPERS OF THIS MINOR SUBDIVISION PLAT SHOWN HEREON. WE HAVE BEEN ADVISED BY THE REGISTER OF DEEDS OF AVERY COUNTY THAT THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT, AND DEDICATE ALL STREETS, SEWER, WATERLINES, ALLEYS, WALKS, PARKS, AND OTHER SITES TO PUBLIC OR PRIVATE USE AS NOTED IN THE DISCLOSURE OF PRIVATE ROADS, WHERE APPLICABLE.

DATE: April 6, 2026
 Emerald Mountain, Inc.

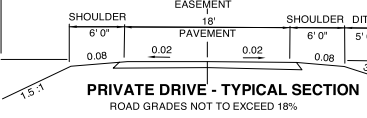
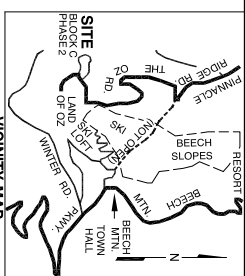
NOTES:

1. THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL FIELD SURVEY. THERE ARE NO VISIBLE ENCROACHMENTS OR EASEMENTS EXCEPT AS SHOWN.
2. ALL AREAS WERE COMPUTED BY COORDINATES.
3. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES.
4. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES.
5. BUILDING SETBACKS ARE 20' FROM ROAD R/W AND 15' FROM SIDE AND REAR.
6. DRIVEWAYS FOR LOTS 1, 5 & 6 MUST ENTER FROM OZ CIRCLE.



CURVE DATA

CURVE	RADIUS	ARC	CHORD	BEARING
C1	112.50'	57.32'	56.70'	N 59° 18' 54" W
C2	112.50'	38.40'	38.22'	N 89° 41' 25" W
C3	112.50'	21.08'	21.08'	N 89° 50' 07" W
C4	222.50'	28.07'	28.05'	S 89° 51' 18" E
C5	222.50'	27.48'	27.48'	S 89° 51' 18" E
C6	222.50'	27.48'	27.48'	S 89° 51' 18" E



LEGEND

- EDGE OF PAVEMENT
- CONCRETE MONUMENT FOUND
- ROD SET (UNLESS SPECIFIED)
- ROD FOUND (UNLESS SPECIFIED)
- ▲ COMPUTED POINT
- △ CENTER LINE (UNLESS OTHERWISE NOTED)
- UNDERGROUND ELECTRIC
- PROPERTY LINE
- RIGHT OF WAY LINE
- OUTSIDE BOUNDARY
- TOWN BOUNDARY

CERTIFICATE OF APPROVAL BY THE ORDINANCE ADMINISTRATOR

I CERTIFY THAT THIS PLAT COMPLIES WITH THE AVERY COUNTY SUBDIVISION ORDINANCE AND IS APPROVED FOR RECORDING IN THE AVERY COUNTY REGISTER OF DEEDS OFFICE.

DATE: ORDINANCE ADMINISTRATOR

REVIEW OFFICER'S CERTIFICATE STATE OF NORTH CAROLINA COUNTY OF AVERY

I, REVIEW OFFICER OF AVERY COUNTY, CERTIFY THAT THE MAP ON PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE: REVIEW OFFICER

MINOR SUBDIVISION OF
EMERALD MOUNTAIN DEVELOPMENT BLOCK - C, PHASE 2A
 SURVEYED FOR
EMERALD MOUNTAIN, INC.
 PART OF TAX PARCEL NUMBER 1849009787330
 TOWN OF BEECH MOUNTAIN, AVERY COUNTY, N.C.

OWNER:
 EMERALD MOUNTAIN, INC.
 580 VILLAGE BLVD., SUITE 110
 WEST PALM BEACH, FL 33409

SOURCE OF TITLE:
 BK. 301 PG. 561

E. THOMAS CONLEY, P.L.S.
 101 ANCHOR DRIVE
 PONCE INLET, FL 32127
 (757) 499-7985 LIC. NO. L-3406

DATE	REVISIONS

COMPT BY: 4/4/26
 DRAWN BY: DRAWING NO. 11816-1
 SHEET 1 OF 1

SCALE: 1" = 50'

ANNEXATION APPLICATION

Town of Beech Mountain



Property Information			
Property Address(es):	Emerald Mountain Development Block C		
Parcel ID #(s): PID:	18490078733000000		
Owner Information			
Name of Owner(s):	Emerald Opportunities, Inc		
Owner Address:	0 Beech Mountain Pkwy		
Owner City/State/Zip	Banner Elk	NC	28604
Owner Telephone:	(917) 696-3235		
Owner Email:	page.leidy@gmail.com		
Applicant Information (if different from owner)			
Name of Applicant:	Page Leidy		
Applicant Address:	580 Village Blvd, Suite 110		
Applicant City/State/Zip	West Palm Beach	FL	33409
Applicant Telephone:	(917) 696-3235		
Applicant Email:	page.leidy@gmail.com		

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

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

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

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

Applicant Narrative of requested annexation:

As part of a minor subdivision for BLOCK C at Emerald Mountain, Emerald Opportunities, Inc., requests annexation of approximately 1.213 acres. The area to be annexed expands the boundary of a future development parcel, 100' to the south, beyond the existing Town of Beech Mountain Boundary. The requested land for annexation is currently in Avery County. The attached survey indicates that Lots 3, 4, 5, and 6, identified as part of the minor subdivision request will benefit from the annexation. An additional 0.144 parcel also included in the annexation request is currently assigned to the future development of BLOCK C.

See attached exhibit.

Petition for Voluntary Annexation attached: X YES NO

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

STATE OF ~~North Carolina~~ Florida
 COUNTY OF ~~Avery~~ Palm Beach

The foregoing instrument was acknowledged before me this 6th day of April, 2026.

Notary Public: *Antoinette N. Watson*
 My commission expires: _____



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



COUNCIL ACTION ITEM

TO: Town Council
FROM: Daniel Davis
DATE: April 14, 2026
SUBJECT: Engineer Selection for Municipal Fueling Station

FOR THE PURPOSE OF:

Engineer firm selection for planning and design of future Municipal Fueling Station

SIGNATURES:

Town Manager

Town Clerk

Council Members

Weidner Abernethy, Mayor
Kelly Melang, Vice Mayor
Art Beckman – Council member
Alan Villanova – Council member
M.W. Stanford – Council member



Town Manager

Bob Pudney

Town Attorney

Stacy C. Eggers IV

Bob Pudney,

RE: Municipal Fueling System Construction

The department of Infrastructure has issued a Request for Qualifications for professional services related to the construction of a municipal fueling system for the storage and dispensing of town vehicles and equipment. This system will require planning and administration from the ground up to include site preparation, system design, vehicle access planning, paving of an existing gravel roadway. The firm will be expected to design, procure, and administrate the project through construction completion. The second request required response date was April 6th, 2026 for this public solicitation. The selected firm will assess the damages, provide a plan for repairs and assist with contract bidding, inspections and administration of the repair project.

The following firms provided RFQ by the required date:

West Consultants

After review of the provided RFQ, the staff recommendation for selection of firm is:

West Consultants

We believe through standard evaluation process this firm will meet the needs of our town in this project.

Thank you,

Daniel Davis
Director of Utilities
108 Bark Park Way
Beech Mtn, NC, 28604
BMUS@TownofBeechMountain.com
Office 828-387-9282



REPORT

TO: Town Council
FROM: Steve Smith
DATE: April 14, 2026
SUBJECT: Monthly Finance Office Report

FOR THE PURPOSE OF:
Finance and Budget Report for February 2026

ATTACHED FOR YOUR CONSIDERATION:
February 2026 Budget Report
February 2026 Finance Report

STAFF RECOMMENDATION:
Review

SIGNATURES:

Town Manager

Town Clerk

TOWN OF BEECH MOUNTAIN
REVENUE & EXPENDITURE REPORT
as of February 28th, 2026

General Fund %Year Completed 67.00%

Revenue Summary	<u>Budget</u>	Current <u>Period</u>	YTD <u>Actual</u>	Budget <u>Balance</u>	% YTD <u>Budget</u>
Tax Revenue	6,912,219	90,296	6,488,569	423,650	94%
Occupancy Tax Revenue	1,153,000	247,969	1,007,232	145,768	87%
Interest on Unpaid Taxes	50,000	4,686	74,979	(24,979)	150%
Interest on Investments	50,000	35,358	233,028	(183,028)	466%
Miscellaneous Revenue	339,400	30,346	327,508	11,892	96%
State Shared Revenue	3,616,371	277,443	1,904,108	1,712,263	53%
Fees	81,000	9,738	44,437	36,563	55%
Gains and Losses	25,000	11,000	12,725	12,275	51%
Other Revenues	560,000	11,113	261,182	298,818	47%
Other Sources	10,500	-	-	10,500	0%
Total Revenue	12,797,490	717,949	10,353,768	2,443,722	81%

Expenditure Summary

Administration	3,456,618	447,384.64	2,053,840.29	1,402,778	59%
Tax Collection	72,711	4,921.68	46,650.13	26,061	64%
Visitors Center	346,527	28,026.31	280,955.09	65,572	81%
Police	1,903,270	123,409.06	1,221,155.79	682,114	64%
Fire	1,120,884	30,365.95	716,736.73	404,147	64%
Building Inspections	271,656	24,085.53	166,035.60	105,620	61%
Planning	173,993	9,131.13	87,096.00	86,897	50%
Vehicle Maintenance	195,343	19,967.02	139,832.61	55,510	72%
Road Maintenance	4,052,051	1,163,759.53	3,288,542.00	763,509	81%
Recreation	1,204,437	81,024.93	804,171.58	400,265	67%
Total Expenditures	12,797,490	1,932,076	8,805,016	3,992,474	69%
Rev Over/(Under) Expenditures	-	(1,214,127)	1,548,752		

TOWN OF BEECH MOUNTAIN
REVENUE & EXPENDITURE REPORT
as of February 28th, 2026

Utility Fund				%Year Completed	67.00%
Revenue Summary	<u>Budget</u>	Current Period	YTD Actual	Budget Balance	% YTD Budget
Investment Revenue	15,000	4,334	36,744	(21,744)	245%
Miscellaneous Revenue	3,000	90	1,130	1,870	38%
Metered Sales & Fees	3,525,000	433,008	2,525,228	999,772	72%
Availability Fees	100,000	22,021	78,286	21,714	78%
Tap Fees	40,000	16,000	51,200	(11,200)	128%
Source Water Development Fee	122,800	10,861	86,941	35,859	71%
Other Sources	70,599	-	-	70,599	0%
Total Revenue	3,876,399	486,314	2,779,529	1,096,870	72%
Expenditure Summary					
Administration	1,315,408	193,898.77	733,416.99	581,991	56%
Water Treatment	1,412,962	148,137.08	945,797.77	467,164	67%
Waste Water Treatment	448,269	28,466.30	228,394.41	219,875	51%
Taps & System	699,760	13,200.66	255,755.65	444,004	37%
Total Expenditures	3,876,399	383,703	2,163,365	1,713,034	56%
Rev Over/(Under) Expenditures	-	102,611	616,164		

TOWN OF BEECH MOUNTAIN
REVENUE & EXPENDITURE REPORT
as of February 28th, 2026

Sanitation Fund				%Year Completed	67.00%
Revenue Summary	<u>Budget</u>	Current Period	YTD Actual	Budget Balance	% YTD Budget
Investment Revenue	500	707	6,674	(6,174)	1335%
Recycling Revenue	17,600	15	12,318	5,282	70%
Solid Waste Disposal Tax	370		370	-	
Sanitation Fee Revenue	1,002,648	71,430	576,120	426,528	57%
Gain on Sale of Fixed Assets	-	-	-	-	
Loan Proceeds	-			-	
Total Revenue	1,021,118	72,152	595,482	425,636	58%
Expenditure Summary					
Sanitation	<u>1,021,118</u>	41,533.44	688,381.14	<u>332,737</u>	67%
Total Expenditures	1,021,118	41,533	688,381	332,737	67%
Rev Over/(Under) Expenditures	-	30,619	(92,899)	-	

**Town of Beech Mountain
Monthly Financial Report
Fiscal Year 2026**

General Fund

	Budget	July	August	September	October	November	December	January	February	March	April	May	June	YTD	% of Budget
Total Revenue	12,797,490	98,724	264,986	552,682	646,128	3,802,742	2,675,709	1,578,765	717,949					10,337,685	80.78%
Total Expenditures	12,797,490	796,781	648,233	733,828	1,114,427	1,530,305	1,047,909	974,548	1,932,076					8,778,107	68.59%
Unaudited General Fund fund balance as of July 1st	9,504,782	9,504,782	8,806,725	8,423,478	8,242,332	7,774,033	10,046,470	11,674,270	12,278,487					9,504,782	
Revenues Less Expenditures		(698,057)	(383,247)	(181,146)	(468,299)	2,272,437	1,627,800	604,217	(1,214,127)	-	-	-	-	1,559,578	
Estimated change to Fund Balance		8,806,725	8,423,478	8,242,332	7,774,033	10,046,470	11,674,270	12,278,487	11,064,360	-	-	-	-	11,064,360	

Through the reported month 67.00%

Water/Sewer Enterprise Fund

Total Revenue	3,876,399	342,912	320,788	305,778	333,478	319,332	304,695	381,492	486,314					2,794,789	72.10%
Total Expenses	3,876,399	254,483	277,089	227,949	259,459	246,747	263,307	247,259	383,703					2,159,996	55.72%
Unaudited Unrestricted Cash Reserves as July 1st	3,100,866	3,100,866	3,189,295	3,232,994	3,310,823	3,384,842	3,457,427	3,498,815	3,633,048					3,100,866	
Revenues Less Expenses		88,429	43,699	77,829	74,019	72,585	41,388	134,233	102,611	-	-	-	-	634,793	
Estimated Change in Cash Reserves		3,189,295	3,232,994	3,310,823	3,384,842	3,457,427	3,498,815	3,633,048	3,735,659	-	-	-	-	3,735,659	

Sanitation Enterprise Fund

Total Revenue	1,021,118	78,671	73,532	73,867	73,827	75,612	86,291	71,986	72,152					605,938	59.34%
Total Expenses	1,021,118	115,594	275,827	53,305	64,864	47,686	50,913	37,237	41,533					686,959	67.28%
Unaudited Unrestricted Cash Reserves as July 1st	373,018	373,018	336,095	133,800	154,362	163,325	191,251	226,629	261,378					373,018	
Revenues Less Expenses		(36,923)	(202,295)	20,562	8,963	27,926	35,378	34,749	30,619	-	-	-	-	(81,021)	
Estimated Change in Cash Reserves		336,095	133,800	154,362	163,325	191,251	226,629	261,378	291,997	-	-	-	-	291,997	

Book Value - Cash & Investments All FUNDS

Fund	July	August	September	October	November	December	January	February	March	April	May	June
1. Trust Bank (Pooled)	860,286	701,866	491,709	323,452	1,370,193	1,894,875	1,790,147	1,607,811				
2. North Carolina Capital Management Trust												
3. Mountain Community - Certificates of Deposit	6,848,024	6,898,180	7,351,790	7,662,302	7,726,776	10,445,197	12,779,697	13,092,650				
4. North Carolina Capital Management Trust												
5. North Carolina Capital Management Trust	1,388,548	1,393,530	1,398,302	1,403,117	1,407,624	1,412,103	1,415,996	1,420,330				
6. North Carolina Capital Management Trust												
7. North Carolina Capital Management Trust	252,191	253,096	253,963	254,837	255,656	256,469	257,964	257,964				
8. North Carolina Capital Management Trust												
9. North Carolina Capital Management Trust	33,033	33,151	33,265	33,379	33,487	33,593	33,696	33,789				
10. North Carolina Capital Management Trust												
11. North Carolina Capital Management Trust				1,813,280	3,822,731	3,834,894	3,846,664	3,857,238				
12. North Carolina Capital Management Trust	3,403,364	3,415,573	3,979,441	5,874,450	5,893,318	2,942,331	2,951,362	2,959,474				
Total Cash & Investments	12,899,328	12,809,278	13,622,351	17,478,700	20,623,667	20,933,344	23,189,408	23,343,137	-	-	-	-

All accounts reconciled through reporting month

Transfers for the reported month



REPORT

TO: Mayor and Town Council
FROM: Bob Pudney
DATE: April 14, 2026
SUBJECT: Fire Department Monthly Report

SIGNATURES:

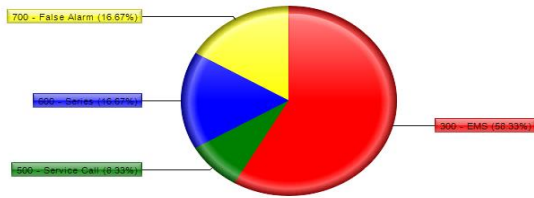
Town Manager

Town Clerk

BEECH MOUNTAIN FIRE DEPARTMENT Monthly Report March 31, 2026			
EVENT	THIS PERIOD	SAME PERIOD LAST YEAR	FISCAL YTD
FIRE CALLS	9	13	98
MEDICAL CALLS	8	16	181
FIRE SAFETY INSPECTIONS	0	0	5
PUBLIC EDUCATION	0	0	3
FIRE HYDRANT INSPECTIONS	0	0	8
TRAINING HOURS	301	289	2160
MEETINGS	6	6	43

COMMENTS:

Membership Recruitment Program.
Budget Preparation
Hydrant Testing





REPORT

TO: Mayor and Town Council
FROM: Gary Miller
DATE: April 14, 2026
SUBJECT: Police Department Monthly Report

SIGNATURES:

Town Manager

Town Clerk



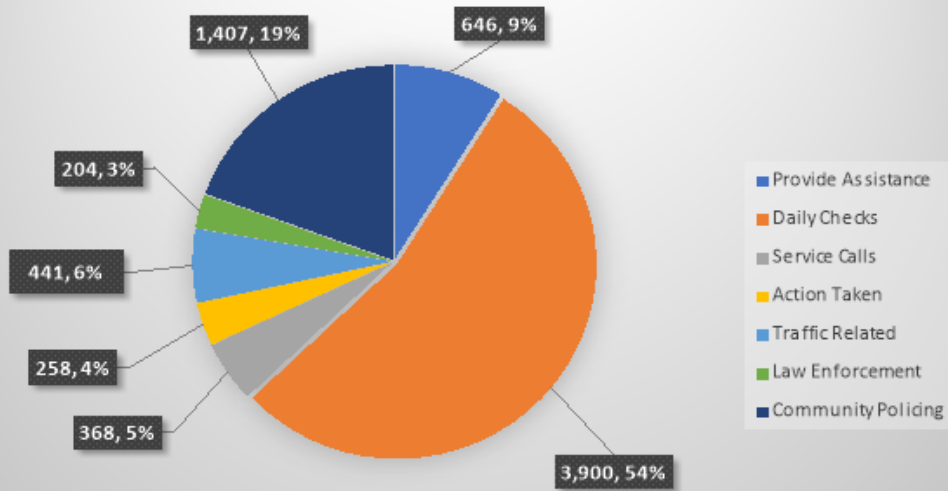
Activity Log Yearly Summary Totals

Beech Mountain Police Department

January 1, 2026, through March 31, 2026

<i>Call Type</i>	<i>2025</i>	<i>2026</i>	<i>Call Type</i>	<i>2025</i>	<i>2026</i>
Provide Assistance			Traffic Related		
Assist the Fire Department	5	13	Driving While Impaired	6	9
Assist Investigation	1	0	Improper Parking	60	66
Assist Other Agency	21	27	Stationary/Directed Patrol	10	33
Assist Town Dept/Business	1	2	Traffic Control	57	74
Assist Homeowner	5	12	Vehicle Accidents	39	39
Assist Motorist	209	255	Vehicle Stops	98	220
Assist Other Officer	112	162			
Escort	186	155	Law Enforcement Calls		
Assist Medical Calls	17	20	911 Hang Ups	16	23
			Alarms	23	23
Daily Checks			Breaking & entering	7	2
Business Checks	2889	3370	Domestic Complaints	10	3
Care Track Test	0	0	Assault / Fights	5	4
Security Checks	111	252	Fireworks Violations	1	2
Residence Checks	208	269	Fraud	2	0
Welfare Check	5	9	Hit & Run	4	1
			Intoxicated/Drunk & Disruptive	3	2
Service Calls			Investigation	8	31
Animal Control Domestic/Wildlife	6	11	Larceny	6	12
Calls for Service	378	302	Mental Subject	1	0
Deliver Letter/Message	8	7	Missing Person	1	16
Found Property	4	9	Noise Disturbance/Loud Music	9	12
Golf Cart / UTV Inspections	0	0	Open Door/Open Window	11	11
ATV/Golf Cart Complaints	0	0	Prowler	0	0
Recreation/Town Deposit	6	39	Shots Fired/Sound of Shots Fired	3	0
COVID/mask	0	0	Subject with Gun/Weapon	1	0
			Suspicious Vehicle/Person/Pack.	34	24
Action Taken			Trespassing	6	11
Court	2	7	Vandalism	0	0
Felony Arrest	2	10	Continuing Investigation	5	24
Misdemeanor Arrest	5	10			
State Citations	12	49	Community Policing		
Town Ordinance Violations	5	8	Community Policing Contacts	841	2202
Verbal Warning	54	129	Community Events	0	16
Warning Citations	1	31			
Warrant Service	4	14			
2025 Event Totals:	5,727		2026 Event Totals:	8,312	

2026 Monthly Condensed Calls





REPORT

TO: Town Manager and Town Council
FROM: Sean Royall
DATE: April 14, 2026
SUBJECT: March 2026 Recreation Report

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

ATTACHED FOR YOUR CONSIDERATION:
March 2026 Recreation Report.

SIGNATURES:

Town Manager

Town Clerk



March 2026 Recreation Report

Facility Finance Report

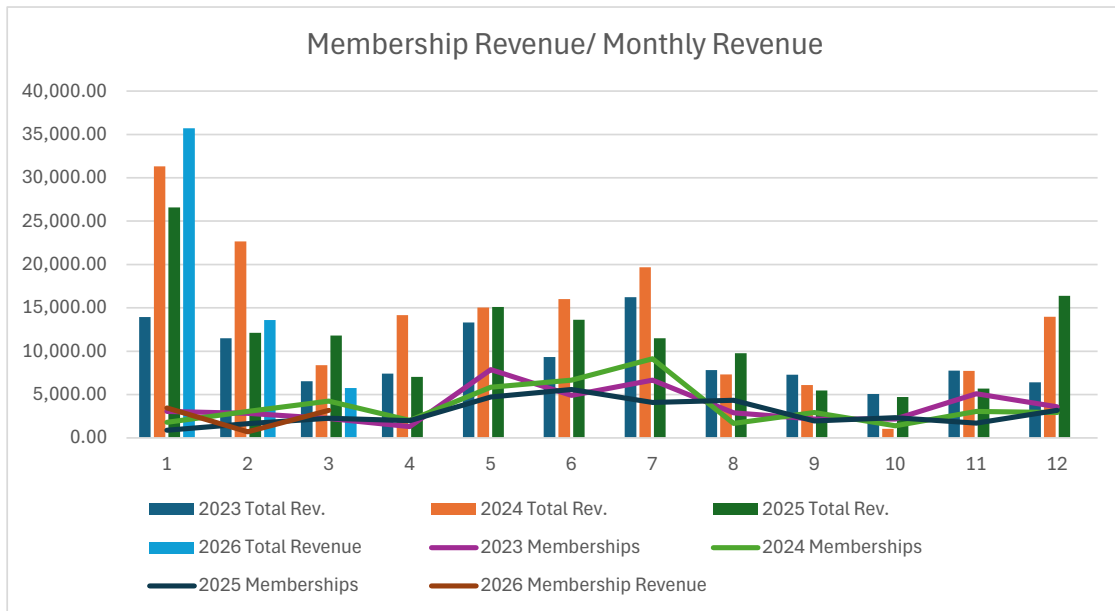
Total Monthly Revenue	\$5,550.75
Parking Lot Monthly Revenue	\$ 216.73
Total Recreation Revenue	\$5,767.48

Detailed Revenue Totals

Memberships	\$3,170.00
Day Pass	\$720.00
Special Events	\$320.00
Binoculars	\$.75
Personal Training	\$1,325.00
Summer Camp	\$125.00

Check-In Report

Member Visits	807	Silver Sneaker	61
Non-Member Visits	72	Renew Active	22
Fire Department	73		
Town Employees	27		



Membership Report

Total Memberships \$3,170.00

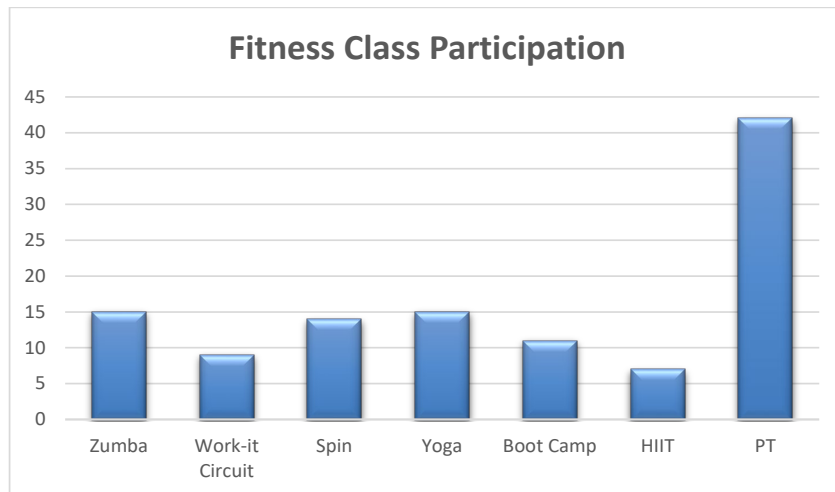
Family Annual Resident	Family Annual Non-Resident	Individual Annual Resident	Buckeye Week Passes
\$675.00	\$800.00	\$1,400.00	\$295.00

Fitness Report

Participants:

Number of classes offered in the month/ Participants.

Zumba	6	20
Work-it Circuit	6	10
Spin	6	17
Yoga	7	12
Boot Camp	8	22
HIIT	2	6
Personal Training	3 - Kate	44 - Jared



Director’s Notes

- St. Patty’s Day Pretzel night. Had to make 2 courses due to so many registered users

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



REPORT

TO: Town Council
FROM: Daniel Davis
DATE: April 14, 2026
SUBJECT: DOI report March 2026

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

SIGNATURES:

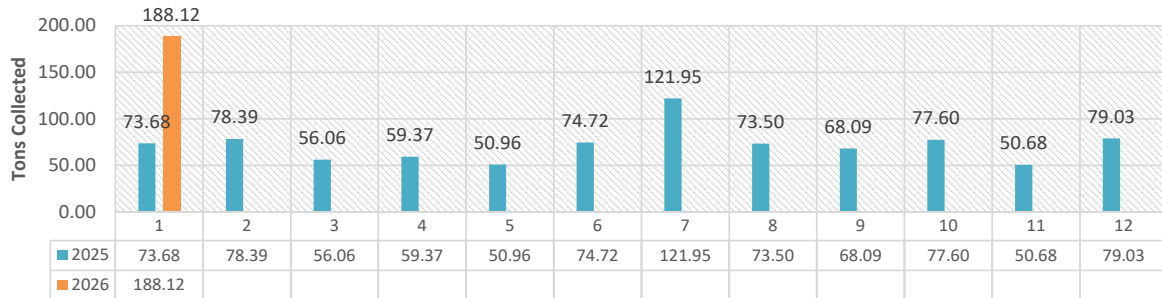
Town Manager

Town Clerk

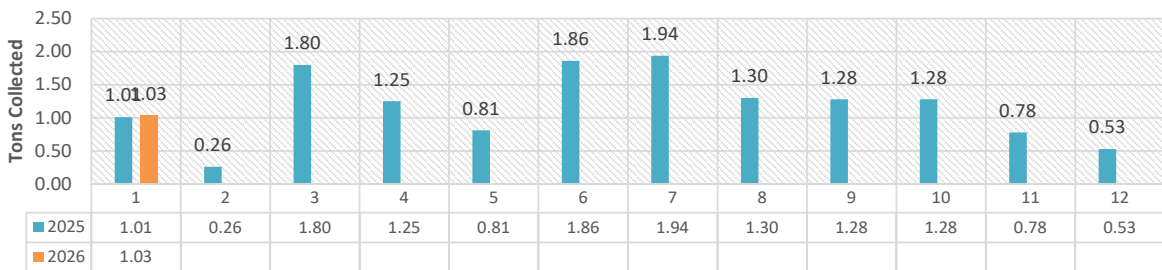
Sanitation Department Monthly Report

2025	SOLID WASTE	CONSTRUCTION MATERIAL	RECYCLING						ROAD MAINTENANCE					
			RECYCLED METAL	Mixed Paper and Plastic	GLASS	ALUMINUM	CARDBOARD	ELECTRONICS	ROADS GRADED	STABILIZING STONE	POT HOLES REPAIRED	WASH OUTS	DITCHES PULLED	ROADWAYS MOWED
JAN	73.68	Res. Const. Day	0.00	1.01	1.25	0.58	4.78		0	0	0	0	0	0
FEB	78.39	Res. Const. Day	7.86	0.26	0.97	0.24	0.00		0	0	0	0	0	0
MAR	56.06	Res. Const. Day	0.00	1.80	0.99	0.35	4.66		0	0	0	0	0	0
APR	59.37	Res. Const. Day	3.41	1.25	1.26	0.40	0.00		20	0	0	0	0	0
MAY	50.96	Res. Const. Day	4.52	0.81	1.27	0.27	3.99		23	0	0	0	0	25
JUN	74.72	Res. Const. Day	0.00	1.86	2.37	0.18	3.86		48	0	0	0	0	74
JUL	121.95	Res. Const. Day	9.09	1.94	2.85	0.30	3.58		28	0	0	0	0	10
AUG	73.50	Res. Const. Day	0.00	1.30	1.87	0.31	3.06		35	10	0	4	5	103
SEPT	68.09	Res. Const. Day	4.48	1.28	2.16	0.22	4.55	0.37	2	0	0	0	0	20
OCT	77.60	Res. Const. Day	2.68	1.28	3.07	0.39	3.86	0.00	33	0	1	0	0	0
NOV	50.68	Res. Const. Day	4.37	0.78	0.00	0.00	0.00	0.00	1	0	0	0	0	0
DEC	79.03	Res. Const. Day	0.00	0.53	1.37	0.11	4.08	0.00	0	0	0	0	0	0
YTD TOTALS	864.03	Res. Const. Day	36.41	14.10	19.43	3.35	36.42	0.37	190.00	10.00	1.00	4.00	5.00	232
2026	SOLID WASTE	CONSTRUCTION MATERIAL	RECYCLING						ROAD MAINTENANCE					
			RECYCLED METAL	Mixed Paper and Plastic	GLASS	ALUMINUM	CARDBOARD	ELECTRONICS	ROADS GRADED	STABILIZING STONE	POT HOLES REPAIRED	WASH OUTS	DITCHES PULLED	ROADWAYS MOWED
JAN	76.53	Res. Const. Day	26.35	0.32	1.67	0.01	4.10	0.00	4	0	0	0	0	0
FEB	61.28	Res. Const. Day	0.14	0.31	1.30	0.00	4.48	0.00	0	0	0	0	0	0
MAR	50.31	Res. Const. Day	0.00	0.40	0.00	0.00	0.00	0.00	22	0	15	0	5	0
APR		Res. Const. Day												
MAY		Res. Const. Day												
JUN		Res. Const. Day												
JUL		Res. Const. Day												
AUG		Res. Const. Day												
SEPT		Res. Const. Day												
OCT		Res. Const. Day												
NOV		Res. Const. Day												
DEC		Res. Const. Day												
YTD TOTALS	188.12	Res. Const. Day	26.49	1.03	2.97	0.01	0.00	8.58	26.00	0.00	15.00	0.00	5.00	0

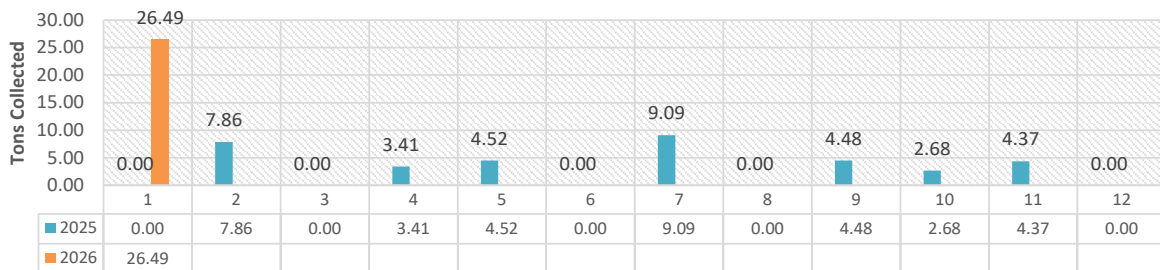
Solid Waste



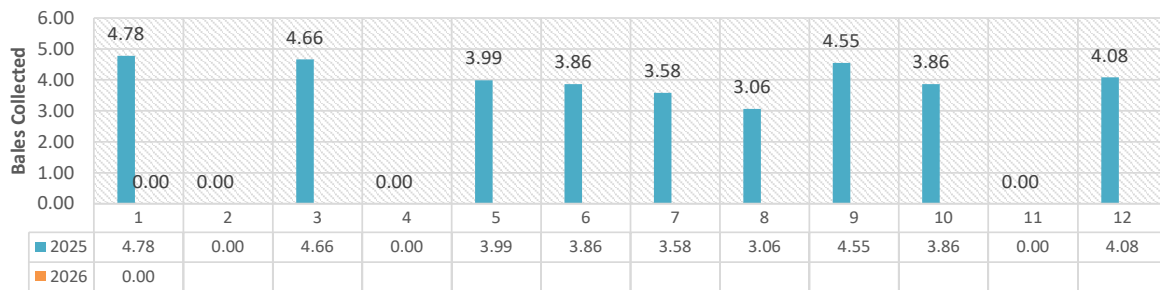
Recycled Paper and Plastic



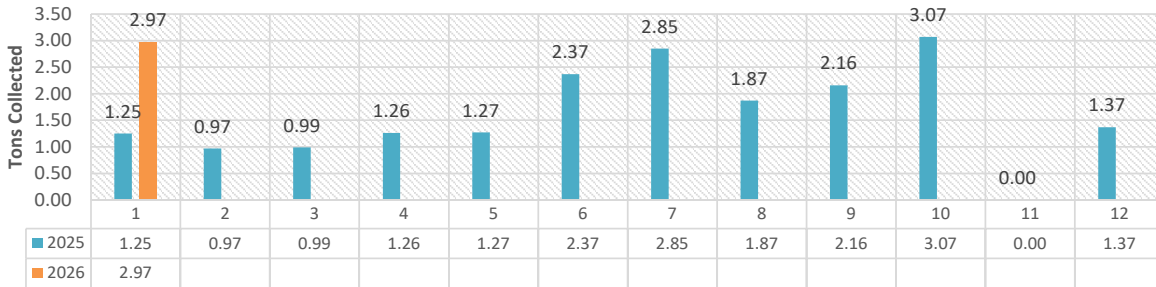
Recycled Metal



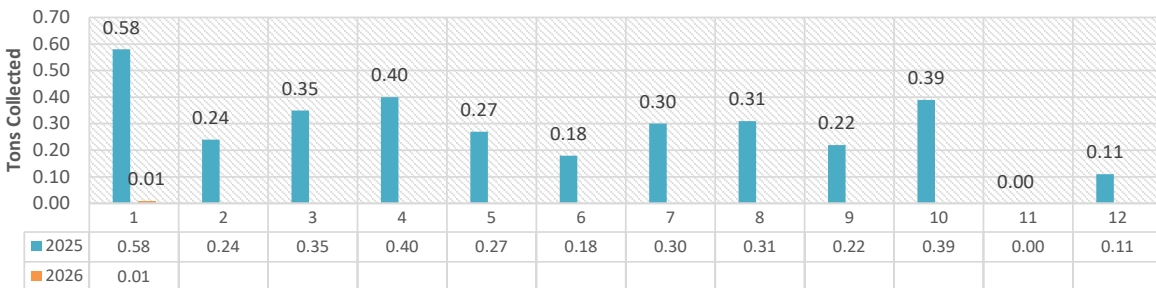
Recycled Cardboard



Recycled Glass



Recycled Aluminum



Monthly Water and Wastewater Treatment Flow Report
Buckey Water Treatment Plant

	Current Data	Comparison to Previous year
	March-26	March-25
Source Water Withdrawn:	18.942 MG Total	15.756 MG Total
	0.611 MGD AVG	0.502 MGD AVG
	0.750 MGD MAX	0.747 MGD MAX
	0.455 MGD MIN	0.368 MGD MIN
Finished Water Produced:	18.504 MG Total	15.121 MG Total
	0.597 MGD AVG	0.488 MGD AVG
	0.751 MGD Max	0.743 MGD Max
	0.445 MGD Min	0.341 MGD Min

Pinnacle Well

	Current Data	Comparison to Previous year
	March-26	March-25
Well Water Withdrawn:	0.561 MG Total	0.571 MG Total
	0.018 MGD AVG	0.019 MGD AVG
	0.029 MGD MAX	0.029 MGD MAX
	0.012 MGD MIN	0.00 MGD MIN

Note: Surface and Well water treatments in full compliance.

Wastewater Treatment

	Current Data	Comparison to Previous year
	March-26	March-25
Pond Creek WWTP	7.224 MG Total	10.220 MG Total
Effluent Flow	0.258 MGD AVG	0.365 MGD AVG
	0.140 MGD MIN	0.110 MGD MIN
	0.560 MGD MAX	1.000 MGD MAX
	0.400 Permitted Daily Max	0.400 Permitted Daily Max
Grassy Gap WWTP	2.492 MG Total	2.212 MG Total
Effluent Flow	0.089 MGD AVG	0.079 MGD AVG
	0.043 MGD MIN	0.019 MGD MIN
	0.213 MGD MAX	0.322 MGD MAX
	0.080 Permitted Daily Max	0.080 Permitted Daily Max
Buckeye Water Treatment	0.768 MG Total	N/A MG Total
Waste Process	0.025 MGD AVG	N/A MGD AVG
	0.001 MGD MIN	N/A MGD MIN
	0.082 MGD MAX	N/A MGD MAX

MARCH 2026 WORK ORDERS COMPLETED



Progress Update

Mattern and Craig Engineering – West Consultants Engineering Projects

March, 2026

Road Repair and Recovery Projects

Road and Ditch work has been completed in the Special Roads Projects and the culvert replacement projects. Mitigation work will now begin on specific sites (115 Slopeside, Dogwood Ln., Arrowhead Rd.)

Culvert Replacement Project

Additional Culvert Replacement added at 101 Christie Way

Buckeye Creek Rd Project

Bid opening to select a contractor on Friday April 10th.

Buckeye Lake and Cherry Gap Disposal Site

Buckeye Lake Debris removal is complete. Intake valve addition is in design.

Cherry Gap disposal site is functional and still under construction.

Charter Hills Roadway Failure

Repair design work is near completion. Sewer relocation in the area is underway as well as debris removal and drainage improvements on the Dogwood Ln. end of the slope failure is underway. Bid opening to select a contractor on Friday April 10th.

System wide collections systems and sewer repairs

Helene repairs have been combined with the 2023 SRF Water and Wastewater system planning due to common areas of repair as well as the financial oversight. Both projects will move forward together. Manhole and line inspections are underway to determine the fullness of damages in need of repair and design work on those sites is underway. Pond Creek wastewater Plant repairs are in design as well as the roadway above the plant at the end of Locust ridge road.



REPORT

TO: Mayor and Town Council

FROM: Armando Garcia

DATE: April 14, 2026

SUBJECT: TDA Report April 2026

ATTACHED FOR YOUR CONSIDERATION:

Report provides an overview of marketing, publicity and results.

SIGNATURES:

Town Manager

Town Clerk

**Beech Mountain TDA Report
To Town Council
April 2026**

During the month of March, the TDA's marketing efforts promoted the end of ski season as well as spring visitation. In early March, the advertisement publicized the last chance to ski and snowboard and encouraged potential visitors not to miss out. By mid-March, the messaging shifted to promoting quiet and relaxing getaways during spring. The predominant messaging was driven by hiking and biking getaways as well as visiting nearby High-Country attractions. Communication initiatives encouraged potential visitors to elevate their stay by booking on Beech Mountain as a home base to explore the region. The TDA held its annual budget and planning meeting in early March to assess YTD progress, review goals and gather funding requests in support of Town initiatives and area businesses.

Examples of recent media coverage received:

Ski Mag- Don't Knock 'Em Till You Ski 'Em. Why Appalachia's Resorts Are Worth Exploring

<https://www.skimag.com/ski-resort-life/skiing-in-the-southeast-usa/>

Ski Southeast – Springtime Reflections

<https://www.skisoutheast.com/springtime-reflections/>

WRAL - North Carolina Ski Season Nears End as Resorts Announce Closing Dates

<https://www.wral.com/lifestyles/north-carolina-ski-season-ending-beech-mountain-pond-skim-march-2026/>

DecorHint– You Won't Believe What This North Carolina Mountain Store Has Under One Roof

<https://decorhint.com/you-will-not-believe-what-this-north-carolina-mountain-store-has-under-one-roof/>

IENPresswire – Governor Stein Celebrates Strength of North Carolina Skiing Industry

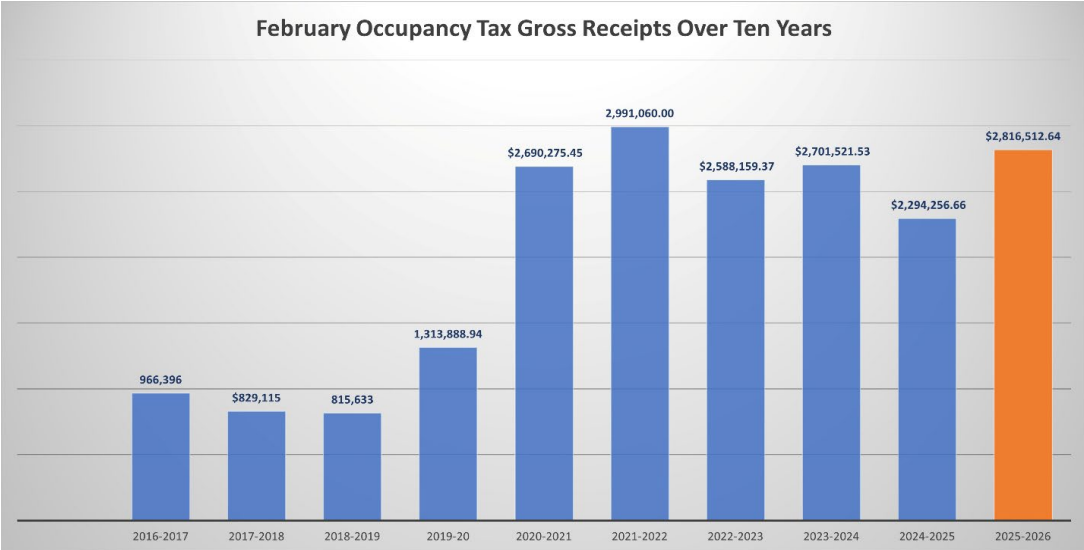
<https://www.einpresswire.com/article/897298947/governor-stein-celebrates-strength-of-north-carolina-skiing-industry-encourages-travelers-to-rediscover-the-unforgettable-mountains-of-nc>

Watauga Democrat – Beech Mountain Council Approves Pair of Public Hearing Requests

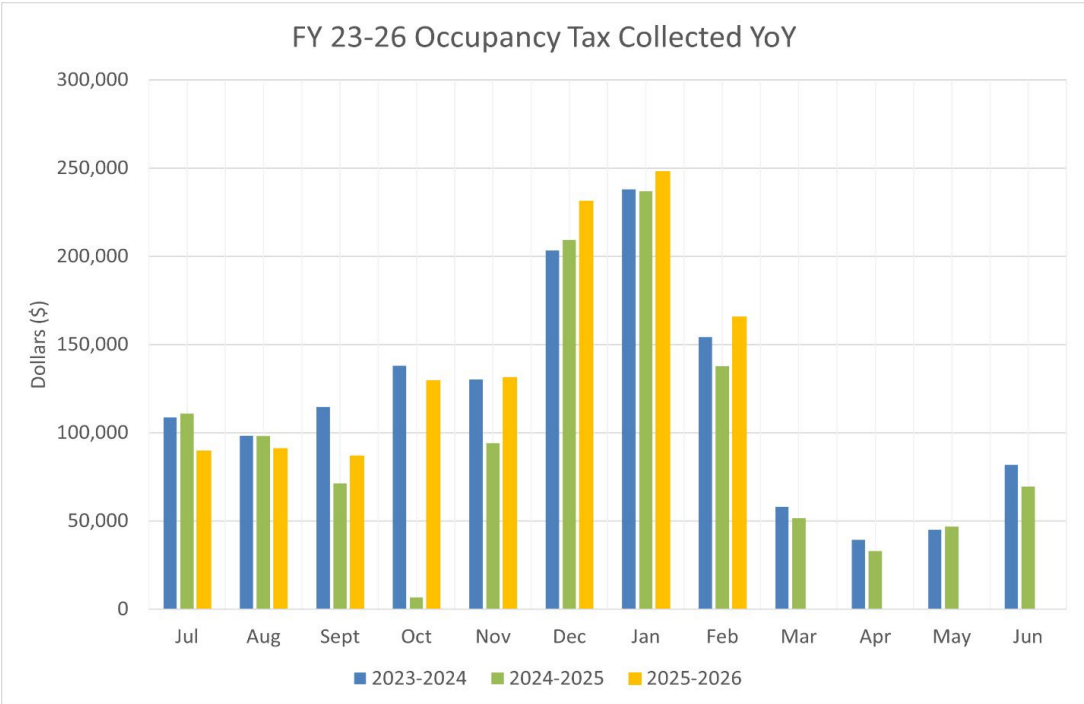
https://www.wataugademocrat.com/news/local/beech-mountain-council-approves-pair-of-public-hearing-requests/article_e57df57f-8ef2-45f1-89fc-82b3b126da8c.html

Results: There were 366 visitors at the Visitor Center in March, which was lower than the 409 visitors received during March 2025. Occupancy tax of \$165,487 was collected in the month of March (for February overnight stays). This was 16.78% more than the \$137,721 collected in March of 2025. 8947 room nights were reported to the tax office for February overnight stays.

Total Lodging Revenues for February 2026: \$ 2,816,512



February 2026 Occupancy Tax Collected: \$165,487





REPORT

TO: Town Council
FROM: Preston Yates
DATE: April 14, 2026
SUBJECT: Planning & Inspections Monthly Report for March 2026

FOR THE PURPOSE OF:

Report of monthly activities for the Planning and Inspections Department for March 2026.

SIGNATURES:

Town Manager

Town Clerk

TOWN OF BEECH MOUNTAIN
PLANNING AND INSPECTIONS MONTHLY REPORT
 March-2026

Summary and Highlights

Building:

Monthly permit issuance for March is above average but below March of 2025
 Inspection numbers were higher than average and 2025 for the month of March
 No new single-family home permits issued in March after 3 being issued in February

Planning Board (PB):

The Planning Board recommend approval of the Beech Mountain Club's rezoning request in Feb.
 The Planning Board did not convene in March; there were no items for consideration

Board of Adjustment (BOA):

The Board of Adjustment did not convene in March; there were no items for consideration

GIS Database Maintenance:

Geodatabase updating, cleaning, and culling of outdated data sets continued

Mapping:

Continued migration of GIS map projects from ArcMap 10.6 to ArcGIS Pro 3.5.2

Training:

Inspection staff have completed continuing education training for 2026

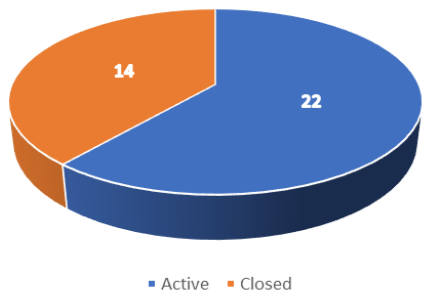
Other:

Staff are actively working on the 4th cycle of the Various Code Cleanup amendments
 Cycle 4 of the Various Code Cleanup is expected to be brought to Town Council in early 2026

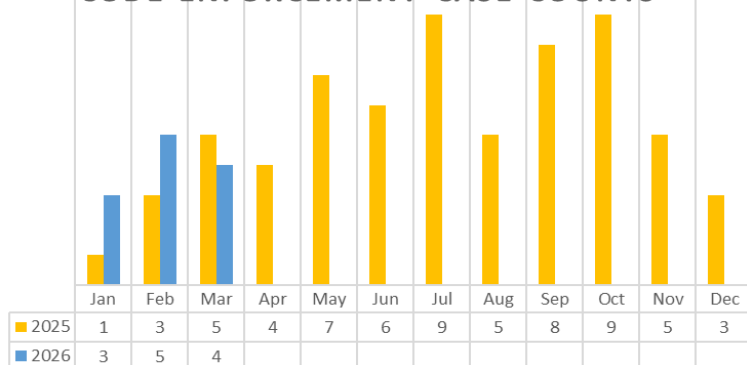
CODE ENFORCEMENT

Monthly and Quarterly Case Counts

Active and Closed Code Cases
 Jan 2026 - Mar 2026



CODE ENFORCEMENT CASE COUNTS



Code Enforcement:

4 Trash Enclosure Violation issued for past quarter
 13 Other code violations investigated during this same time period
 17 Code cases closed out during this same time period

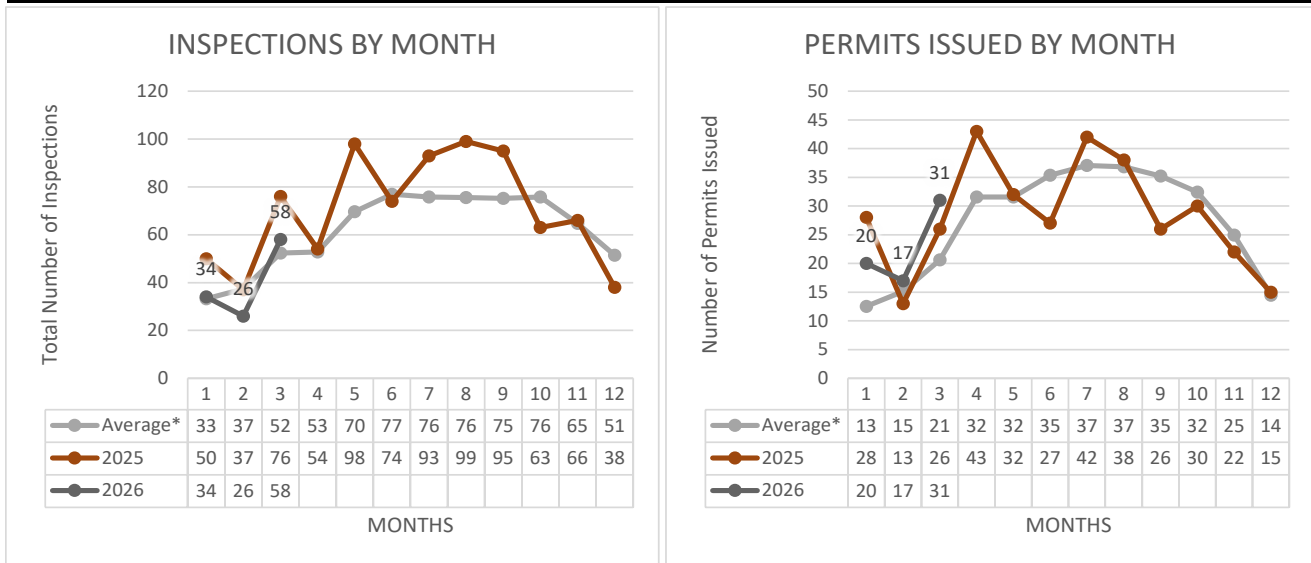
TOWN OF BEECH MOUNTAIN
Monthly Report
Planning and Inspections Department
March-2026

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	22	10	14	232	236	43
Electrical	12	5	11	140	144	29
Plumbing	8	4	7	88	93	17
Htg/Air & Misc.	16	7	5	112	149	29

2. Permits Issued

No. Issued	31	17	13	241	309	68
Permit Fees	\$ 1,865.00	\$ 57,627.00	\$ 34,240.00	\$ 202,805.25	\$ 229,220.46	\$ 65,412.75



*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
	New Single Family				7	9
	New Multi-Family				0	0
	New Commercial				0	0
31	Other	Various	\$ 1,865.00			
31			\$ 1,865.00			