



AGENDA
Regular Council
Tuesday, March 12, 2019
Council Chambers 3:00 PM

Page

1. CALL TO ORDER
2. ADOPTION OF AGENDA
3. CLOSED SESSION - PURSUANT TO NC GS 143-318.11 (A)(6) PERSONNEL MATTERS
4. INVOCATION
5. PLEDGE OF ALLEGIANCE
6. PUBLIC COMMENT
7. CONSENT AGENDA
 - 7.1. Adoption of Minutes- January 15, 2019 FY:2019-20 Retreat Planning Meeting & February 11, 2019 regular Town Council meeting 3 - 20
[FY 2018-2019 Town Council Retreat - 15 Jan 2019 - Minutes - Pdf](#)
[Regular Council - 11 Feb 2019 - Minutes - Pdf](#)
 - 7.2. Budget Amendment for Road Maintenance Dept.- mowing tractor & Budget Amendment for Fire Dept. and Recreation Dept. Landing Zone Approach 21 - 26

Staff recommends that we move forward with the purchase of the New Holland Tractor and mower package with trade in of the old tractor and Town Council has approved moving forward with the LZ Approach bid at the February 25, 2019 Special called meeting
[Mowing Tractor request for \\$42,000 \(Staff Report - 0081\) - Pdf](#)
[2019 Budget Amendment 2019-07 for Mowing Tractor and LZ Approach](#)
 - 7.3. Resolution Supporting Shane Outdoor Park 27 - 30

Staff recommends approval and adoption of 2019-01 resolution
[Output Document \(Staff Report - 0085\) - Pdf](#)
 - 7.4. Tax Release 31 - 36
[Output Document \(Staff Report - 0093\) - Pdf](#)
8. NEW BUSINESS
 - 8.1. Side Path Streetscape Project 37 - 122

As directed by Town Council.

[Surveys and Contractor bid](#)

- 8.2. Discussion of Requiring Participation for Paving New Roads 123 - 134

Council Discretion

[G.S. 160A-216 Art. 10 Special Assessments, property owner notification letter and survey](#)

- 8.3. Negotiated Offer Upset Bid 135 - 137

Direct Town Attorney to begin the negotiated offer upset bid process.

[Hawthorne property letter to offer to purchase](#)
[108 Hawthorne Map](#)

9. OLD BUSINESS

10. TOWN MANAGER AND STAFF REPORTS

- 10.1. Police Department Council Report 139 - 141

[Output Document \(Staff Report - 0083\) - Pdf](#)

- 10.2. Fire Department Monthly Report 143 - 144

[Output Document \(Staff Report - 0084\) - Pdf](#)

- 10.3. Infrastructure Report Feb 19 145 - 149

[Output Document \(Staff Report - 0088\) - Pdf](#)

- 10.4. February Parks and Recreation Report 151 - 153

[Output Document \(Staff Report - 0087\) - Pdf](#)

- 10.5. TDA Report 155 - 158

[Output Document \(Staff Report - 0086\) - Pdf](#)

- 10.6. Planning and Inspections Report 2019-02 159 - 161

[Output Document \(Staff Report - 0091\) - Pdf](#)

11. TOWN COUNCIL COMMENTS

12. CITIZENS' AGENDA COMMENTS

13. ADJOURNMENT



MINUTES

FY 2019-20 Town Council Planning Retreat Meeting

9:00 AM - Tuesday, January 15, 2019
Council Chambers

The FY 2019-20 Town Council Planning Retreat of the Town of Beech Mountain was called to order on Tuesday, January 15, 2019, at 9:00 AM, in the Council Chambers, with the following members present:

**COUNCIL
PRESENT:** Mayor Renee Castiglione
Vice-Mayor Barry Kaufman
Councilman Carl Marquardt
Councilman Weidner Abernethy
Councilman Wendel Sauer

**COUNCIL
EXCUSED:**

**STAFF
PRESENT:** Town Manager Tim Holloman
Town Clerk Tamara Mercer
Finance Officer Steve Smith
Director of Special Projects Riley Hatch
Director of Infrastructure Robert Heaton
Public Utilities Superintendent Daniel Davis
Public Works Superintendent Matthew Clawson

1. MORNING GATHER AND REFRESHMENTS

- 1.1. Town Manager, Tim Holloman presented the Town Council retreat PowerPoint and introduced Ms. Julie Wiggins, Executive Director of the High Country Council of Governments. He also reviewed the planned structure of the retreat.

2. OPENING WELCOME

- 2.1. Julie Wiggins serves as Executive Director for the High Country Council of Governments (HCCOG), a multi-county planning and development agency for the seven northwestern North Carolina counties of Alleghany, Ashe, Avery, Mitchell, Watauga, Wilkes, and Yancey. HCCOG is governed by a 27-member board comprised of local elected officials from the seven counties and nineteen municipalities. Previously, Julie served as the HCCOG's Area Agency on Aging (AAA) Director, and Long Term Care Ombudsman. The AAA provides direct and subcontracted services that contribute to the independence and well-being of older adults and their caregivers in the seven northwestern counties in North Carolina. Julie holds a Master's degree in Gerontology from Appalachian State

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University.

3. REVIEW ACCOMPLISHMENTS OF PREVIOUS GOALS

3.1.

Mr. Holloman reviewed the previous year's accomplishments completed by the Town as listed in the agenda packet and he explained where we are with the Watauga Water Intake Project, noting that this is an on-going project and entails coordination with other governments, permitting and engineering. Details of the project were submitted in the various reports.

Mr. Holloman reviewed the permitting process for the new Public Works building and the layout and design noting it will be the first LEED certified building. Construction is set to begin spring of 2019. He added that the roads are being salted during the storms. The town has 400 tons for this year and next year we will have 600 tons of salt.

The Town's 401 (K) is now matching up to 6% which was set at 5%. There were multiple meetings held with regards to curbside garbage pick-up as well as surveys conducted. The result being that no change to the present system of curbside pick-up but is pending regulations for better bear resistant containers. There was some work done at the Convenience Center gate and layout.

The Town employee health care costs were reduced since the plan change but it was also noted that service was reduced. A departmental committee was formed, and meetings are on-going regarding the search for a better health care plan.

Mr. Holloman noted that no action was taken with regards to the acquisition of the land behind the Brick Oven Restaurant. The 911 system was evaluated, and several meetings held with the decision to maintain the current service and system. Several Town Hall meetings were held regarding different topics and open to citizen's discussion of several themes and input throughout the year. He pointed out the viper radios are pending the federal grant submission in March 2019 which will have a 5% budgeted match. The rest of the bucket list items was briefly discussed.

4. FINANCIAL OVERVIEW

4.1. Finance Administrator, Steve Smith Financial Report FY: 2017-2018

Mr. Smith presented a review of the budget and noted to Town Council the various highlighted categories; the report on the month to month change in fund balances for both the General Fund and the Utility Fund. He also reported on the cash and investment balances. He discussed the on-going monthly reports and reviewed the item details. He explained that it is the difference between the Town's assets and liabilities that produces the net assets, also called the equity retained earnings or fund balance. The fund balance represents the sum of all annual surpluses or deficits that an organization has

accumulated over its entire history. To put it another way, he said the percent and total revenues minus our total expenditures produces the net monthly balance.

Mr. Smith reviewed the general fund balance categories such as the non-spendable fund balance, for example the consumable inventories and the permanent fund principal which a portion of the net resources cannot be spent because they must be maintained intact as per State General Statute.

He explained the restricted fund balance, examples are bond proceeds, permanent fund expendable portions, legal settlements, transportation funds and budget stabilization. He noted that these limitations are imposed by creditors, grantors, contributors, or laws and regulations of other governments and legislation.

The committed fund balance, the assigned fund balance and the unassigned fund balance categories were reviewed. He discussed the summary of debt service schedule for the general fund, the utility fund and he broke down the water and wastewater totals for the radio read meter project, the equipment loan for the backhoe, the Pond Creek Wastewater and the Buckeye Creek water treatment plants.

Mr. Smith pointed out the sales and use tax summary as well as other revenues such as the ad valorem tax revenues. He noted how much is in the cash pool for the Town, using the per capita method and it is approximately 1.6 million dollars plus the NC Capital Trust, which is a mutual fund, which we as a town participate in, per North Carolina government municipalities. He pointed out there is \$73,000 earnings in investments, over what we budgeted.

In response to Councilman Abernethy's question regarding the construction fund in the month of July and the detailed report showing it moving up and down, Mr. Smith stated that as allowed by the State, he can move the money from one fund to the other. He explained that the capital management trust funds, do get moved by him in order to get the better return. He puts it in the account that gives us the most interest, although it is not liquid. It is in the purview of the finance officer, to gain the most yield. As a municipality, this is allowed but it is also limited by the State as to where he can move it. Mr. Smith added he is not a broker nor an investment wizard, but he had the authority, as per State regulations to move moneys to the account which yields the highest interest and at this time the return has been 13.9% gross for these funds. Councilman Marquardt noted that that is a good return.

There was a further question and answer period by Council regarding the definition of the fund balances, the categories, the inventory items, and the restricted fund balances such as grants, the Powell bill money, loans and the revenue bonds. Mr. Holloman clarified that the committed funds are assigned and as for the unassigned funds, staff cannot assign only Town Council can assign or categorize moneys as non-spendable funds.

The State-wide oversight and the financial system monitoring was

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discussed. Mr. Holloman stated that the Town is fiscally conservative, for example the public works building is financed as a general fund obligation. The sales and use tax was increased and the \$750,000 is used for the expenditure. Mr. Smith further expounded on the per capita method for distribution of the ad valorem tax method. Since this is distributed by the State, this is over and above moneys received and fortunately the State does not use the populace method of distribution, this includes the hold harmless moneys. This may change depending on which method the County decides to allocate the funds. He noted this is with Watauga County and for the next budget cycle we are waiting to hear from Watauga County as to the fund allocation basis.

5. UTILITY PROJECT STATUS/RATE STUDY UPDATE

- 5.1.** Public Utilities Superintendent, Mr. Daniel Davis, introduced Mr. Dale Schepers, the consultant with McGill & Associates who would present the report findings. Mr. Davis stressed that staff looked to Council for the direction Public Works should take moving forward with the rate structures. Mr. Holloman added that the consultant reviewed the water and sewer operating costs and capital improvements costs in order to update the Town's financial plan and user rates. This was to ensure long-term sufficiency of revenue, equity among customer classes, and cost-justification of the rate structures.

Mr. Schepers presented the consultant's recommendations to the Town Council. Their solution developed a dynamic cost-of-service rate model that is able to determine revenue requirements, capital investments, debt service schedules, reserve account balances, rate structures, etc. Mr. Schepers said this was based on client-defined input and assumptions that may be adjusted or changed to allow real-time evaluation of any number of scenarios.

The rate model produced several scenarios for the Town Council to consider, detailing potential impacts on water and sewer rates based a number of factors, including revenue sufficiency, conservation, customer equity, and overall sustainability of the utility; this allowed the Council to more clearly communicate the need for rate adjustments to customers, along with the basis for creating and tracking key performance indicators.

Mr. Schepers added that combining several water and sewer main replacement projects and adjusting financing strategy from the FY2017 rate model allowed the FY2018 model's 5-year projection of capital construction to be expanded from \$4.8 million to \$8.2 million, while remaining within the existing rate adjustment schedule; this allows critical water loss and sewer infiltration (health and safety) issues to be addressed in more timely manner. Town Council further questioned Mr. Schepers and Mr. Davis and were able to address public input and comments as to the cost to our rate payers and the directed Staff as to the Town's priorities.

6. SANITATION DISCUSSION

- 6.1.** Public Works Superintendent, Matthew Clawson and Director of Infrastructure, Robert Heaton presented an overview of the Sanitation Department operation and expenses. The discussion focused first on compactor costs, which would be placed at the existing center. Mr. Heaton

noted that one issue was the capability of truck loading. He surmised it can happen but it will be tight. It must be on a concrete pad not on the fill dirt side of the Convenience Center.

Mr. Heaton stated the projected costs for up-fitting the electrical would include the covers. He pointed out the limited space on site which still must comply with OSHA regulations. He reviewed the history of how the Center evolved from a solid waste dump to a recycling center. He said it was not within the scope of the original plan, as it's functionality changed from solid waste to all the other components of the sanitation industry, the department adjusted to the full setup as it exists today.

Mr. Heaton further expounded on adding more containers and what it would take to add 20 / 40 cubic yard containers as well as the costs. He explained the added capabilities we would have if we purchased a new truck. He estimated the cost would be \$150,000 for a new dump truck versus the costs of new compactors. He reviewed the benefits and limits of either plan. He said he would defer to the Town Council's guidance. There was further discussion of goals and policy by the Council as well as the maintenance costs and projected costs. The problems in the recycling industry currently is a great issue, as China is no longer accepted the garbage, noted Mr. Holloman.

Councilman Marquardt stated that we are still building the new facility as our long-term plan and we can adjust for two new compactors until the construction of the facility happens this spring. Mr. Heaton confirmed the bid will be in March and after that is awarded the construction will start and the grading is expected to begin by June or July. Mr. Holloman said the design will receive LEED certification.

Councilman Abernethy stated that we need at least two extra cans. He explained how the cardboard recycling is accepted in the industry and said they will pay for it when it is maintained clean and dry. He suggested we purchase two more dumpsters for busy weekends in order to replace the full ones. This will ensure the area remains clean for residents. He explained how the metal recycling is accepted.

Councilman Marquardt said if we purchase the truck now, this fits the larger plan. It would improve our ability to haul the garbage away. Councilman Abernethy agreed it increases the capacity to haul off the garbage. Councilman Marquardt suggested if it is in the budget, we should receive a quote for a new roll-off truck and Council can decide for the next year's budget.

Mr. Davis explained the procedure and layout of site for containers, in his opinion the Town should purchase the 40-yard capacity container to which Councilman Abernethy agreed as this would be in accordance with our long-term plan and it is the right investment for the larger cans. Mr. Clawson reviewed the design layout of the new site.

Vice mayor Kaufman wanted to discuss the rates and said the commercial fee schedule doesn't pay for the actual costs to the Town for the businesses. He suggested we address this issue and charge the actual costs

to commercial businesses. There was discussion of commercial costs and possible rate increase fees to actual market costs. It was suggested to research benchmark town and check their fees and charges. Vice mayor Kaufman noted that we are providing the services, but other customers are subsidizing the commercial businesses. It was stated that the Alpine Inn pays \$109 per week while large complexes and townhomes are only paying nominal fees. There was further discussion of the residential, single-family, multi-family and commercial charges. Mayor Castiglione reviewed the options and costs. She noted that increases to commercial businesses should match actual costs for the services and that customers should be compliant with our equipment policies to which Councilman Abernethy agreed. She added that another option could be that commercial businesses could contract with the Town or with the services of the contractor Republic and they could be given the option to decide.

Mr. Holloman summarized the discussion on the Sanitation services topic we could purchase the full capacity dump truck, which would in effect remove the metal container question from the discussion. Our commercial rates could increase. We can up fit the current layout of the Convenience Center until the new one is built or leave it as is and wait for the completed project improvements as previously discussed. He also noted we will ask for another employee once the new recycling center is completed which will help with the maintenance of the site. Council suggested we also receive a quote from Republic Services as to the actual costs and use that to determine the rate increase. Mr. Heaton stated he would investigate it and provide Council with that information.

7. LUNCH

8. REVIEW CITIZEN, STAFF AND MANAGER CONCERNS

- 8.1.** Citizen Concerns - were submitted to Town Council and read by Mr. Holloman the full transcript is listed in the retreat packet.
- 8.2.** Staff and Town Manager Issues- Mr. Holloman surmised the report which was submitted to Council in the retreat packet.
- 8.3.** Potential Complex Map- Mr. Holloman reported on a proposed purchase of the vacant land adjacent to the Public Works Department. Mr. Holloman suggested that this land could be used as the Town's safety complex, housing the Police Department and the Fire Department. There was a general consensus of Town Council directing the Town Manager and the Town Attorney to follow-up with contracting with the current heirs and owners of the property for purchase.

9. BRAINSTORM AND LIST COUNCIL CONCERNS

- 9.1.** Priorities and establishing goals:

Councilman Sauer agreed with a citizen's concern which was submitted to Council and the comment was regarding the issue of the Chamber of

Commerce. He asked if for the future, the Chamber of Commerce should be allowed to stay in the same building as the TDA and/or should they pay rent? Councilman Abernethy agreed and wondered if the Chamber of Commerce should least pay rent. Councilman Sauer continued and said it no longer functions as a Chamber. He was at the last meeting and at 1:00 p.m. the Chamber of Commerce went into closed session wherein Ms. Gavenus, the Director of the TDA, stayed in the closed session with the board members but the citizens left. He questioned this protocol. He stated the Town should have a compliance (code enforcement) officer.

Councilman Abernethy stated that the Landing Zone has been a priority and he questioned the reasons for this delay. He also brought up his concerns regarding the health insurance plan. He stated his other priority concerns are regarding infrastructure; specifically, the intake water source, the convenience center, as well as roads, striping roadway lines, ditches, leaves and debris in drains, paved gutters, grass cuttings, and tree trimming in the right-of-ways. Lastly, Councilman Abernethy requested a written vehicle preventative maintenance schedule. He noted each town vehicle needs to have this in place in order to maintain a pride in ownership and any dents or scratches need to be reported.

Mayor Castiglione stated her top list of concerns are communications and government transparency. For example, the water incident should have had a centralized communication system. She said there were several different sources between Facebook and the website, twitter, and the other forms of information sent out to citizens which gave updates and she was concerned with the format of all the sources and that they should be uniform. She believed we can have a central structure of communication and information. Mayor Castiglione questioned the updating of the website such as the boards and committees and asked if the TDA minutes were on the website, to which Town Clerk, Tamara Mercer stated the TDA minutes and agendas were posted on the website. Mayor Castiglione questioned the schedule of road maintenance and there was further discussion of the crews and their maintenance schedules.

Vice mayor Kaufman was concerned with deck inspections for residential and commercial structures. He stated that there should be a deck inspection every 3 -5 years depending on the age of the house or multi-family structure. Town Building Inspector, John Merritt reviewed the procedure for deck construction and said rental property must have deck inspections once every three years. He agreed that the Town can set up a process for checking compliance. The building code allows a deck to built for 40lbs per square foot for residential and 100lbs per square foot for commercial stated Mr. Merritt.

Vice mayor Kaufman was also concerned about road improvements and road maintenance. There was a detailed discussion of the paving of high traffic roads as well as the improvements to Hawthorne, Pine Ridge, Greenbriar, Arrowwood, Dogwood to Lakeledge which would connect the loop. Mr. Kaufman said there needs to be directional NCDOT approved arrows on Pinnacle Road. He also suggested we have an electric informational sign warning traffic of the sled hill and of pedestrians and children crossing upon

entering Beech Mountain on Beech Mountain Parkway. The electric information sign can also notify of events such as the kite festival, etc. or we could have permanent signs.

Councilman Marquardt identified the water and sewer projects as a high priority. He noted that the water lines for Charter Hills are scheduled for the spring and then we should have Greenbriar Road improvements moving forward. He stated we have already prioritized and will move forward on the new public works facility. Councilman Marquardt stated a new snow gun should also be a priority.

Further concerns in general were litter on the mountain and Ms. Suzie Knepek's use of her personal vehicle for town beautification and the decorating was discussed. Dry tubing added as a family activity on the sled hill in the off season was explained by Mr. Holloman as to how this works with poly-lanes. Security cameras for Town Hall, the Convenience Center and other parking areas was noted as was transportation service from Boone to Beech Mountain with local stops in between. Bike and multi-purpose lanes along roadways and working with the COG (High Country Council of Governments) was suggested. Lastly it was decided to put together a task-force committee to study the use of golf carts on the mountain.

10. PRIORITIZE CONCERNS AND ASSIGN CHAMPIONS

- 10.1.** Sticky-dot voting: Town Council listed and prioritized their issues and concerns as facilitated by Ms. Wiggins.

Town Council Priorities List:

- 1 - New Public Works facility- moving forward with that project assigned champions are Councilman Marquardt and Councilman Sauer
- 2 - Land for Public Safety Building : place on Town Council agenda for February 11, 2019 Mayor Castiglione and Vice mayor Kaufman, assigned to this project.
- 3 - New Snow Gun : Mayor Castiglione and Vice mayor Kaufman for the sled hill.
- 4 - Health Insurance for the Town of Beech Mountain employees : Councilman Abernethy and Councilman Marquardt will attend the January 22nd Health Insurance presentation by the NC League of Municipalities and the dept. heads.
- 5 - Infrastructure : Watauga Intake project is on-going and on-track, Convenience Center, Roads including improvements and maintenance, ditches, drains, trees and other regulations addressed in the Code of Ordinances; Councilman Abernethy and Councilman Sauer.
- 6 - Road Paving : Hawthorne, Greenbriar, Arrowood, Dogwood, Dogwood to Lake Ledge Loop: Mayor Castiglione and Vice mayor Kaufman.

Issues and Concerns which also received lesser priority marks:

- 7 - Written PM schedule for Equipment/ Vehicles
- 8 - Landing Zone

- 9 - Susie Kneppka vehicle reimbursement for use of private vehicle
- 10 - Biking plan for trails and roads
- 11 - Chamber of Commerce: future move or charge rent or a virtual office or stay in the same building
- 12 - Centralized Communications and Transparency : Town Communications Officer, a more detailed website including other modes and methods of communication such as the social media.
- 13 - Electronic Information Sign : portable versus permanent used for warning of pedestrian crossing at the sled hill, warning of weather and road hazards, advertise events, etc.
- 14 - Identify water/sewer infrastructure projects
- 15 - Town Code Enforcement Officer: compliance and complaint responder
- 16 - Deck Inspections: a 3-5-year program as per the age of the structure for residential / commercial deck structures.
- 17 - Directional Arrows: ex. Pinnacle south and DOT approved signage.
- 18 - Security cameras for Town Hall etc.
- 19 - Litter on the mountain: Adopt a Highway program, Beech Mountain Parkway and volunteers for outside town limits.
- 20 - Dry Tubing: summertime sled hill and attendant, creates year-round tourism
- 21 - Grass cutting outside Town limits such as Beech Mountain Parkway
- 22 - Golf Cart Committee
- 23 - Additional Buckeye Rec Center Staff
- 24 - NCDOT Bike Lanes- multi-use paths
- 25 - Convenience Center additions to new public works center
- 26 - Town Vehicles incident reporting, pride in ownership
- 27 - Transportation service to Boone - Banner Elk - Beech Mountain - Buckeye Rec Center

The wrap-up of the Town Council Retreat business concluded that a second day of a work-shop session would not be needed, and Julie Wiggins was thanked for her guidance and facilitating of the business.

Town Clerk

Mayor, Town of Beech Mountain



MINUTES

Regular Council Meeting

4:00 PM - Monday, February 11, 2019
Council Chambers

The Regular Council of the Town of Beech Mountain was called to order on Monday, February 11, 2019, at 4:00 PM, in the Council Chambers, with the following members present:

**COUNCIL
PRESENT:** Councilman Carl Marquardt
Vice-Mayor Barry Kaufman
Mayor Renee Castiglione
Councilman Weidner Abernethy
Councilman Wendel Sauer

**COUNCIL
EXCUSED:**

**STAFF
PRESENT:** Town Manager Tim Holloman
Attorney Stacy Eggers, IV
Town Clerk Tamara Mercer
Fire Chief Bob Pudney
Chief of Police Tim Barnett
Director of Infrastructure Robert Heaton
Public Utilities Superintendent Daniel Davis
Building Inspector John Merritt
Director of Tourism and Economic Development Kate Gavenus
Public Works Superintendent Matthew Clawson
Finance Officer Steve Smith

1. **CALL TO ORDER**
2. **CLOSED SESSION - PURSUANT TO NC GS 143-318.11 (A)(5), LAND ACQUISITION ATTORNEY CLIENT MATTERS**
3. **ADOPTION OF AGENDA**
 - 3.1. Mayor Castiglione stated the agenda would be revised to add the land acquisition topic to New Business.

Motion

Wendel Sauer made a motion adopt the revised agenda. Carl Marquardt seconded the motion. CARRIED. unanimously.

4. INVOCATION

5. PLEDGE OF ALLEGIANCE

6. PROCLAMATION

6.1. Fred's General Mercantile 40 Year Anniversary

Mayor Castiglione presented Fred and Margie Pfohl with the Town's Proclamation in honor of the 40-year celebration of Fred's General Mercantile Store. As she read the declaration, she recalled her own days working at Fred's enjoying the family comradery experience and everyone stood and gave a standing ovation to Fred and Margie. Fred thanked everyone stating he assumed he was called to the meeting because the Town was purchasing a new snow gun.

Mr. Jim Brooks, also a recipient of the Town's Resolution of Recognition and a good friend of Fred's, recounted stories at Fred's and the ground breaking of the store. The store and the genesis of the town formed together, fulfilling the needs of community, and Fred's Store promoted hiking trails, lights along the parkway, as well, Fred and Margie organized outdoor events such as concerts, craft-fairs, and street dances. As stated in the proclamation the community is forever indebted to the iconic store as a gathering center for the Town of Beech Mountain.

6.2.

7. PUBLIC COMMENT

- 7.1.** Mr. David Conrad of 100 Emerald Forest Lane stated he is the President of Emerald Mountain Land of Oz Trust, and he discussed the road problems that the residents of Oz were encountering. He produced photographs of the pot holes on their gravel roads and said he was concerned that it was becoming dangerous. In winter the road is used by residents and those that try to get to the Ski Resort, but in-season, people are going to Oz Festivals. He stated that it is a destination used by thousands. He requested the Town Council to address this issue of the road potholes now as it is dangerous with the buses, cars, and vans that travel the road.

8. CONSENT AGENDA

- 8.1.** Regular Town Council meeting minutes for January 8, 2019.
- 8.2.** Police Vehicle Acquisition, Chief of Police, Tim Barnett submitted data and information on price quotes for a proposed new police vehicle and the equipment up-fit with the budget amendment request.
- 8.3.** Police Vehicle Budget Amendment #2019-04
- 8.4.** Budget Amendment Sanitation Vehicle #2019-06, Mr. Robert Heaton noted that this is a container truck for sanitation use.

Motion

Wendel Sauer made a motion to approve the consent agenda items and Carl Marquardt seconded the motion. CARRIED. unanimously.

9. NEW BUSINESS

9.1. Land Acquisition- 2.2 acres

Mayor Castiglione stated that the Town was purchasing 2.2 acres of land across from Fred's and contiguous to the Public Works and Recycling Center facility. The purchase price of the land would be for \$365,000 and is in consideration for the Fire and Police Safety complex.

Councilman Abernethy stated that while he was in favor of the land acquisition he has requested the Town have an appraisal first to determine the value, to which Mayor Castiglione noted that Council understood his point and discussed this in closed session, but the property owners were firm on the land price regardless of the appraisal and the Town was not willing to lose the land as it is slated for a fire and police safety station. Therefore, the consensus of the Council was four to one, to move forward with the purchase.

Motion

Wendel Sauer made a motion for the land acquisition, land adjacent to the Public Works facility:

Parcel Number:185905292206

LEGAL_DESC: PLAT 42-295

to purchase the land for \$365,000; Attorney Eggers noted that the value of the land is \$395,000, which will include a \$30,000 gift donation from the land heirs to the town, he added the donation is for tax purposes, and Councilman Sauer accepted the amended language from the Attorney and Carl Marquardt seconded the motion. CARRIED. unanimously.

9.2. Budget amendment of \$365,000 for the land acquisition, land adjacent to the Public Works facility:

Parcel Number:185905292206

LEGAL_DESC: PLAT 42-295

Motion

Barry Kaufman made a motion to adopt the budget amendment for the land acquisition for \$395,000 as the value of the land with a \$30,000 gift donation letter and the land purchase price of \$365,000 and Wendel Sauer seconded the motion. CARRIED. unanimously.

9.3. Selection of Auditor:

Mr. Holloman pointed out the list of submissions for a new auditor. He

said he had worked with one of the auditors which had submitted a quote. W. Greene, PLLC, is a firm he recommended. In response to Councilman Abernethy's inquiry regarding the different price quotes, Mr. Holloman explained the charges as listed between the list of companies. The list of submitted CPA firms are all recognized and accredited by the State and valid providers of State audits. The Town's previous auditor charged \$13,500.

Mr. Holloman noted that the Town can contract with W. Greene for the first year and can decide if they wish to stay or contract elsewhere after the first year.

Motion

Wendel Sauer made a motion to contract with W. Greene PLLC for one year as the Town auditor and Weidner Abernethy seconded the motion. CARRIED. unanimously.

9.4. Golf Cart Committee discussion-

Mayor Castiglione said that Council wished to form a Golf Cart Committee. The Golf Cart Committee would work on the issue of either allowing golf carts on the mountain or to limit the use or no use of golf carts on the roads on the mountain. She suggested the committee contain 5 -7 people to vet the issue in order for Council to receive citizen's input on the topic. Mayor Castiglione requested that citizens apply and fill out a Boards and Committee application for Council to choose who should serve on the committee. She stated that due to the upcoming season at the Club, the Council wished to receive the Golf Cart Committee's recommendation by the end of April or at least by May.

There was a general discussion on the topic, wherein Councilman Abernethy suggested researching benchmark cities; as this would help Council decide the matter. Councilman Marquardt noted that Beech Mountain is not like other places which should be taken into account, for example the terrain. The Council wants to hear from the Town stake-holders regarding underage drivers, safety and police regulations and other issues, which would be vetted by the Committee as well, they would receive different points of view and hear what the community thinks. Mayor Castiglione felt this is necessary in order for Council to make an informed decision.

Vice mayor Kaufman inquired into the Comprehensive Plan survey and the respondents answers regarding the appropriateness of extended use of golf carts. There was further discussion on the issue of NC DOT roads versus the usage on town roads and rights-of-ways versus private property and speed limits was discussed. Chief Barnett clarified that a golf cart licensed from another state must be recognized by the Police Force as legal. Mayor Castiglione reiterated that Council hopes citizens will volunteer to serve.

9.5. Arbor Day Proclamation-

The Town of Beech Mountain is designated as Tree City USA and Mayor Castiglione read the Arbor Day proclamation to proclaim May 31, 2019 as

Arbor Day for the Town of Beech Mountain and to support our efforts to plan and preserve trees on Beech Mountain.

Mr. Fred Pfohl asked to speak and he stated that he would donate his Colorado Blue Spruce Firs to the town in honor of Arbor Day, to which the Mayor accepted.

Motion

Barry Kaufman made a motion to open the public hearing for the Pond Creek Watershed amendment and Wendel Sauer seconded the motion. CARRIED. unanimously.

9.6.

Pond Creek Watershed Amendment -

Mayor Castiglione said the proposed amendment adds language to §154.071 Overlay District by adding Pond Creek Water Supply Watershed WS-II Critical Area. The current Code is inconsistent with current State minimum requirements. The proposed language would provide consistency with the State requirements for water supply watershed critical areas. The proposed language will allow the Town to manage development permits within the watershed locally as is done for the Buckeye Creek Water Supply Watershed.

Mayor Castiglione opened the public hearing, and no one elected to speak regarding the subject, therefore she asked Council to close the public hearing.

Motion

Wendel Sauer made a motion to close the public hearing and Barry Kaufman seconded the motion. CARRIED. unanimously.

Motion

Wendel Sauer made a motion to accept the amendment to the Pond Creek Water Supply Watershed WS-II Critical Area as submitted by Staff and Barry Kaufman seconded the motion. CARRIED. unanimously.

10. OLD BUSINESS

10.1. SRP State Sewer Loan: 2018 Sewer System Rehabilitation Project (DWI # E-SRP-W-17-0104) for \$2,000,000

Motion

Wendel Sauer made a motion to accept the SRP State Sewer Loan: 2018 Sewer System Rehabilitation Project (DWI # E-SRP-W-17-0104) for \$2,000,000 and Barry Kaufman seconded the motion. CARRIED. unanimously.

Motion

Barry Kaufman made a motion to open the public hearing for the amendments to the Sign Ordinance and Wendel Sauer seconded the motion. CARRIED. unanimously.

10.2. Sign Ordinance Amendments Public Hearing:

Mayor Castiglione opened the public hearing for the amendments to the sign ordinance and an audience member called out a question as to the changes in the proposed language.

Mr. Holloman reviewed the language and read from the proposed amended definitions which were added for 'Holiday decorations, Feather Banners/Feather Flags, Human signs, Sign spinners or sign twirlers' and other promotional business signs.

More audience members called out questions to which the Mayor clarified that the proposed language addressed allowing some additional methods of promoting businesses while remaining consistent with the character of the town.

Motion

Barry Kaufman made a motion to close the public hearing and Wendel Sauer seconded the motion. CARRIED. unanimously.

Motion

Wendel Sauer made a motion to accept the Planning Board's recommended revised language as it is consistent with the policy and to amend the sign ordinance as submitted by Staff and Barry Kaufman seconded the motion. CARRIED. unanimously.

11. TOWN MANAGER AND STAFF REPORTS SUBMITTED

- 11.1.** Mr. Holloman noted that the budget meetings would continue through the next few months and the dates for that calendar are listed on the website. He announced that the Town's Parks and Recreation Director, Mr. Sean Royal welcomed his son, Talon Royal who was born on the 24th. We also congratulate the Parks and Rec Technician, Kelsey Wise on the birth of her daughter Haley on the 23rd of January.
- 11.2.** Fire Department Monthly Report
- 11.3.** Police Department - January Report
- 11.4.** Infrastructure Report Jan 19
- 11.5.** TDA Report
- 11.6.** January Recreation Report
- 11.7.** Planning and Inspections Report 2019-01

12. TOWN COUNCIL COMMENTS

- 12.1.** Councilman Abernethy noted that the Recycle Center looks better and he had received positive comments from citizens. He said spending \$60,000 on the Landing Zone was a waste of tax payer money. He spoke with an engineer and the contractor and they said the engineered work as presented by the Town's consulting engineer, won't work. He said it must be done properly without further delays. Councilman Abernethy felt the additional graphs in the department reports were redundant and there was a separate page of the same information in the Fire and Police reports, he said this was not necessary.

There was further discussion on the site conditions for emergency access vehicles at Buckeye Creek. Mayor Castiglione remarked on the rainy and muddy dangerous conditions there which may cause emergency vehicles to get stuck at Buckeye which is why the project is engineered to address the drainage issues. Mr. Holloman said it was \$17,500 or \$17,900 for the engineered plan for the roads and the Landing Zone. The construction costs would be approximately \$40,000.

Vice mayor Kaufman Barry complimented Mr. Robert Heaton, Director of Infrastructure that the Recycle Center looks great and staff is doing a good job. Councilman Marquardt encouraged citizens to sign up to serve on the Golf Cart Committee as he wants to hear citizens' thoughts on that subject. He was heartened by the Proclamation for Fred's Anniversary and said celebrating this landmark proves the community spirit exists on Beech Mountain and he thanked Fred and Margie for the donation of the trees. Mayor Castiglione agreed and she reminded everyone that our N.C. State representative Ray Russell will be here Saturday, on March 2nd at 830 a.m. for a breakfast with our citizens.

13. AGENDA ITEM PUBLIC COMMENTS

14. ADJOURNMENT

- 14.1.** Adjournment

Motion

Weidner Abernethy made a motion to adjourn there being no further business the meeting adjourned at 5:10 p.m. Wendel Sauer seconded the motion. CARRIED. unanimously.

Town Clerk

Mayor, Town of Beech Mountain



COUNCIL ACTION ITEM

TO: Town Council
FROM: Matthew Clawson
DATE: March 12, 2019
SUBJECT: Budget Amendment for Road Maintenance Dept.

FOR THE PURPOSE OF:

Purchase of a mowing tractor that is more suited to the needs of the town roadside mowing program. Requested budget amendment of \$43,000.00 dollars.

ATTACHED FOR YOUR CONSIDERATION:

Quotes reflecting pricing for two separate dealers on tractor pricing, including mower attachments

FINANCIAL IMPLICATIONS:

With expectation of choosing the West Hills quote, this is a budget amendment request for \$43,000.00 dollars to allow for the purchase of new tractor.

GENERAL IMPLICATIONS:

We current have damaged equipment in need of major repair and overhaul. Repairs of current equipment and values for trade in have been compared to costs of replacement equipment. We have found that repair prices of the old equipment are much higher than replacement cost of the new equipment. The new equipment is also more suited to the new standard of beautification for the town roadways. We also currently have a high trade value for our current tractor although the mower is broken. This is the opportune time to achieve the best value and final result.

ALTERNATIVES:

We can keep the current tractor, replace the damaged parts and the \$59,359.16 in funds to continue with the older equipment, which is not quite what will produce the best result in finish mowing along the roadsides as well as being much higher than replacement costs.

STAFF RECOMMENDATION:

Staff recommends that we move forward with the purchase of the New Holland Tractor and mower package with trade in of the old tractor.

SIGNATURES:

Town Manager

Town Clerk



Equipment Quote

423-753-4621

800-955-3673

FAX 423-753-2181

www.westhillstractor.com

Date: 02/26/2019

Good until: 03/26/2019

Quote to: Town Of Beech Mountain
510 Beech Mountain Parkway
Beech Mtn. NC 28604

Prepared by: Alex Hensley
Cell: 423-552-3227
e-mail: alex.hensley@westhillstractor.com

Make	Model	Description	Price
New Holland	Powerstar 90	MFWD Tractor, Utility Package, New Holland Loader w/ QA Bucket Deluxe Cab, w/ 12x12 Transmission w/ Hydraulic Shuttle, Hand Brake 12.4-24 Front 18.4-30 Rear, Radial Tires, w/ 4 x 110lb Rear Weights, Mid Mount Loader Valve w/ Joystick	Cash \$56,619.91
Kuhn	TB211	Offset Mower, 3-Point Hitch Type, 6'8" Working Width w/ 56 Universal Knives Wide Angle PTO Shaft, Mechanical Breakaway System, Height Adjustment by Roller w/ Removable Ends, Free Wheel Integrated In The Central Gearbox, Curved Skid Shoes	Cash \$10,565.00

Notes:

TRADE-IN ALLOWANCE ON JOHN DEERE 6430 MFWD, CAB TRACTOR

w/BOOM MOWER

25,000.00

West Hills Tractor, Inc. reserves the right to change prices without notice





ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 James River Equipment
 288 Westgate Drive
 Wilkesboro, NC 28697-8640
 336-973-8201
 mbowman@jamesriverequipment.com

Quote Summary

Prepared For:
 Town Of Beech Mountain
 403 Beech Mountain Pkwy
 Beech Mountain, NC 28604
 Home : 828-387-0978
 Business: 828-387-4236
 PUBLICWORKS@TOWNOFBEECHMOUNTAIN.COM

Delivering Dealer:
James River Equipment
 Nicholas Wood
 288 Westgate Drive
 Wilkesboro, NC 28697-8640
 Phone: 336-973-8201
 nick.wood@jamesriverequipment.com

Quote ID: 18725466
Created On: 27 December 2018
Last Modified On: 09 January 2019
Expiration Date: 09 February 2019

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 6105E Cab Tractor (87 PTO hp) with Loader Contract: NC Grounds Maintenance Equip 515B (PG 2Y CG 22) Price Effective Date: December 27, 2018	\$ 83,938.00	\$ 62,114.12 X	1 =	\$ 62,114.12
2019 DIAMOND MOWERS RSF075- C Contract: NC Grounds Maintenance Equip 515B (PG 2Y CG 22) Price Effective Date:	\$ 17,000.00	\$ 17,000.00 X	1 =	\$ 17,000.00
JOHN DEERE H310 Standard Loader Contract: NC Grounds Maintenance Equip 515B (PG 2Y CG 22) Price Effective Date: January 2, 2019	\$ 6,821.00	\$ 5,047.54 X	1 =	\$ 5,047.54
Frontier AY12G - 78 In. 4-In-1 Bucket for Current Loaders with Global Carrier Contract: NC Grounds Maintenance Equip 515B (PG 2Y CG 22) Price Effective Date: January 4, 2019	\$ 5,040.00	\$ 4,183.20 X	1 =	\$ 4,183.20
Equipment Total				\$ 88,344.86

Trade In Summary	Qty	Each	Extended
Salesperson : X _____		Accepted By : X _____	

Confidential

**TOWN OF BEECH MOUNTAIN, NORTH CAROLINA
2018-2019 BUDGET ORDINANCE
AMENDMENT # 2019-07**

**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. Public Works	
Capital Outlay (Mowing Tractor)	\$43,000
2. Fire Department	
Capital Outlay (1/2 Landing Zone and Access)	\$46,740
3. Recreation	
Capital Outlay (1/2 Landing Zone and Access)	<u>\$46,740</u>

<u>TOTAL ADJUSTMENT TO EXPENDITURES</u>	<u>\$136,480</u>
--	-------------------------

B. REVENUES

1. To provide for adjustments to revenues:

General Fund:

a. Appropriated Fund Balance	\$136,480
------------------------------	-----------

<u>TOTAL ADJUSTMENT TO REVENUE</u>	<u>\$136,480</u>
---	-------------------------

C. FY 2018 – 2019 Original General Fund Budget	\$7,157,721
Amendment #2019-03	60,000
Amendment #2019-04	27,000
Amendment #2019-05	365,000
Amendment #2019-07	<u>136,480</u>
FY 2018 – 2019 Amended General Budget	<u>\$7,746,201</u>

APPROVED THIS THE 12TH DAY of March 2019

Tamara Mercer, Clerk

Renee Castiglione, Mayor



RESOLUTION

TO: Mayor and Town Council
FROM: Sean Royall
DATE: March 12, 2019
SUBJECT: Resolution Supporting Shane Outdoor Park

FOR THE PURPOSE OF:

Shane Outpost Park will be a new park facility, offering new recreational amenities to citizens and visitors of Beech Mountain. The park will offer a safe place for users to experience the outdoors through camping, hiking, natural play areas including a unique wooden playground and waterfront play areas, and amphitheater/stage. The new park is consistent with the town's parks and recreation's master plan.

ATTACHED FOR YOUR CONSIDERATION:

Resolution 2019-01

SUPPORTING DOCUMENTS:

Site map and Resolution 2019-01 of Support for Shane Outdoor Park

FINANCIAL IMPLICATIONS:

The town will be seeking a grant through the Parks and Recreation Trust Fund (PARTF). This grant is a 1:1 match grant with the town's portion being \$396,950 and the total project at \$793,900.

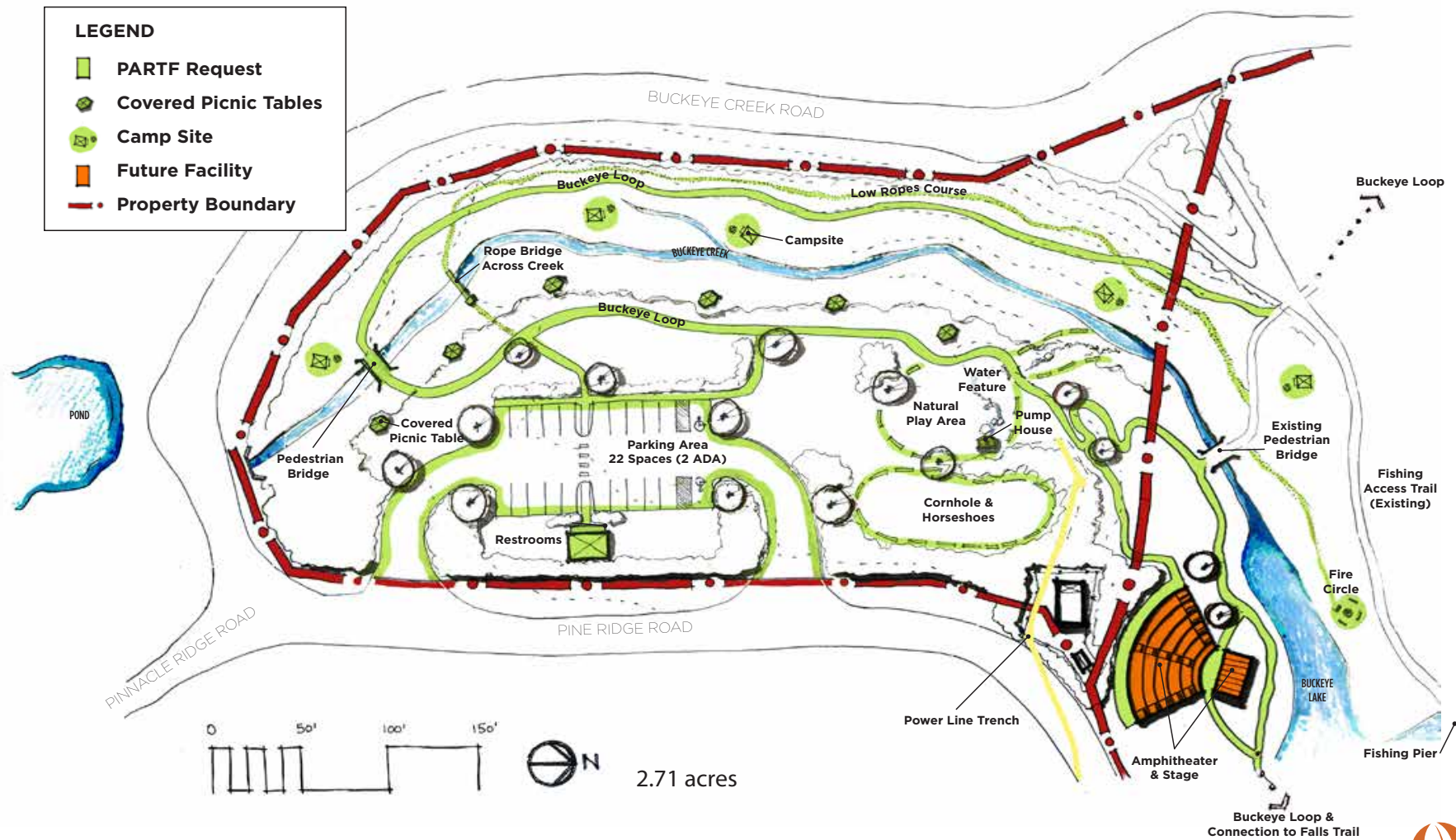
STAFF RECOMMENDATION:

Staff recommends approval and adoption of 2019-01 resolution

SIGNATURES:

Town Manager

Town Clerk



TOWN OF BEECH MOUNTAIN, NC SHANE PARK **Shane Outdoor Park - Beech Mountain, NC**

Council Members

Renee Castiglione, Mayor
Barry Kaufman, Vice Mayor
Carl Marquardt
Weidner Abernethy
Wendel Sauer



Town Manager

Tim H. Holloman

Town Attorney

Stacy C. Eggers IV

RESOLUTION NO. 2019-01

RESOLUTION OF SUPPORT FOR SHANE OUTDOOR PARK

WHEREAS, The Town of Beech Mountain is a resort community with a long history of supporting the pursuit of quality recreational opportunities through fostering efforts to make the town's recreational programs and amenities the best they can be; and

WHEREAS, Beech Mountain's adopted 30 year Comprehensive Plan embraces this core concept in the purpose of the plan for the town's recreation, parks, and trails stating that the overarching goal is "to ensure that Beech Mountain's efforts are aligned towards making our recreational programs and amenities the best they can be"; and

WHEREAS, the vision for Shane Outdoor Park first began for the town December 2016 when the Town accepted property donated to provide recreational activities and peaceful enjoyment of the property by the residents and visitors of the Town; and

WHEREAS, in August 2017 the Beech Mountain Town Council moved to proceed with developing a Master Plan to support the Town's recreational needs on this property through forming an Ad Hoc Committee to work on the plan; and

WHEREAS, the Town Council designated this property Shane Outdoor Park September 12, 2017, recognizing it as a space to provide educational and outdoor opportunities for generations to come; and

WHEREAS, the Town Council has amended the Parks and Recreation budget for FY2017/2018, FY2018-2019 and FY2019-2020 respectively, to include the Shane Outdoor Park in the Capital Improvement Plan; and

WHEREAS, Shane Outdoor Park will provide a new outdoor venue that will support a 110 seat amphitheater with a 16' x 24' stage, designated natural play areas, water features, connectivity to the town's existing trail system, a rope bridge, covered picnic tables, and parking; and

WHEREAS, the connectivity to the town's trail system provides easy access to the Buckeye Loop Trail, Falls, Trail, and a fishing access trail that leads to a fishing pier on Buckeye Lake; and

WHEREAS, Shane Outdoor Park will increase recreational and cultural opportunities for the community through programming and event planning; and

NOW, THEREFORE, BE IT RESOLVED that the on behalf of the citizens of the Town of Beech Mountain the Beech Mountain Town Council supports the vision for Shane Outdoor Park and desires to continue to increase quality recreational and outdoor cultural experiences for generations to come.

This resolution adopted this 12th day of March, 2019.

ATTEST:

Renee D. Castiglione, Mayor

Tamara Mercer,
Town Clerk



COUNCIL ACTION ITEM

TO: Mayor & Council
FROM: Rebecca Ward
DATE: March 12, 2019
SUBJECT: Tax Release

FOR THE PURPOSE OF:

Pursuant to NC G.S. 105-381 all releases and refunds must be approved by the governing board. Pursuant to NC G.S. 105-380 all refunds must be approved by the governing board.

SIGNATURES:

Town Manager

Town Clerk

TOWN OF BEECH MOUNTAIN TAX OFFICE

RELEASE REQUEST

PROPERTY OWNER	LAST	FIRST	MIDDLE
	Saiz	Mary	
ADDRESS	6814 SW 114 Place Miami, FL		
LOCATION	Laurel Gap 050	COUNTY	Watauga

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

YEAR	ASSESSMENT		TAX AMOUNT			RECEIPT NUMBER
	TOWN	DISTRICT	TOWN	DISTRICT	TOTAL	

ACCOUNT NUMBER	
PARCEL NUMBER	1940296316000
AMOUNT OF RELEASE	\$1360.25
DATE OF COUNCIL MEETING	03-12-2019

SPECIFIC REASON FOR RELEASE

release tax amount from 2005 to current. sold lot in 2005 and Watauga cty in error never changed the bill into new owners name. Larry called today and asked for release to be done.

Tax Administrator

Approved By

Date

REFUND REQUEST

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

YEAR	TAX	INTEREST PENALTIES COSTS	TOTAL PAID	DATE PAID	TOTAL REFUND
MAKE CHECK TOTAL					

SPECIFIC REASON FOR REFUND

Tax Administrator

Approved By

Date

TOWN OF BEECH MOUNTAIN TAX OFFICE

RELEASE REQUEST

PROPERTY OWNER	LAST	FIRST	MIDDLE
	Rio Vista Peoperties		
ADDRESS	331 N Pinnacle Ridge Rd		
LOCATION	Tract 130	COUNTY	Watauga

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

YEAR	ASSESSMENT		TAX AMOUNT			RECEIPT NUMBER
	TOWN	DISTRICT	TOWN	DISTRICT	TOTAL	
2018	90700	25396			478.02	

ACCOUNT NUMBER	
PARCEL NUMBER	1941648714000

AMOUNT OF RELEASE	\$478.02
-------------------	----------

DATE OF COUNCIL MEETING	03-12-2019
-------------------------	------------

SPECIFIC REASON FOR RELEASE

was taxed for full parcel and only 28% in inside town limits

Tax Administrator

Approved By

Date

REFUND REQUEST

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

YEAR	TAX	INTEREST PENALTIES COSTS	TOTAL PAID	DATE PAID	TOTAL REFUND
MAKE CHECK TOTAL					

SPECIFIC REASON FOR REFUND

Tax Administrator

Approved By

Date

TOWN OF BEECH MOUNTAIN TAX OFFICE

RELEASE REQUEST

PROPERTY OWNER	LAST	FIRST	MIDDLE
	Rio Vista Peoperties		
ADDRESS	331 N Pinnacle Ridge Rd		
LOCATION	Tract 131	COUNTY	Watauga

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

YEAR	ASSESSMENT		TAX AMOUNT			RECEIPT NUMBER
	TOWN	DISTRICT	TOWN	DISTRICT	TOTAL	
2018	42345	30780			275.38	

ACCOUNT NUMBER	
PARCEL NUMBER	1941740215000
AMOUNT OF RELEASE	\$275.38
DATE OF COUNCIL MEETING	03-12-2019

SPECIFIC REASON FOR RELEASE

was taxed for full parcel and only 45% in inside town limits

Tax Administrator

Approved By

Date

REFUND REQUEST

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

YEAR	TAX	INTEREST PENALTIES COSTS	TOTAL PAID	DATE PAID	TOTAL REFUND
MAKE CHECK TOTAL					

SPECIFIC REASON FOR REFUND

Tax Administrator

Approved By

Date

TOWN OF BEECH MOUNTAIN TAX OFFICE

RELEASE REQUEST

PROPERTY OWNER	LAST	FIRST	MIDDLE
	Rio Vista Peoperties		
ADDRESS	331 N Pinnacle Ridge Rd		
LOCATION	Tract 136	COUNTY	Watauga

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

YEAR	ASSESSMENT		TAX AMOUNT			RECEIPT NUMBER
	TOWN	DISTRICT	TOWN	DISTRICT	TOTAL	
2018	60300	27738			238.36	

ACCOUNT NUMBER	
PARCEL NUMBER	1941730960000
AMOUNT OF RELEASE	\$238.36
DATE OF COUNCIL MEETING	03-12-2019

SPECIFIC REASON FOR RELEASE

was taxed for full parcel and only 46% in inside town limits

Tax Administrator

Approved By

Date

REFUND REQUEST

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

YEAR	TAX	INTEREST PENALTIES COSTS	TOTAL PAID	DATE PAID	TOTAL REFUND
MAKE CHECK TOTAL					

SPECIFIC REASON FOR REFUND

Tax Administrator

Approved By

Date

TOWN OF BEECH MOUNTAIN TAX OFFICE

RELEASE REQUEST

PROPERTY OWNER	LAST	FIRST	MIDDLE
	Rio Vista Peoperties		
ADDRESS	331 N Pinnacle Ridge Rd		
LOCATION	Tract 135	COUNTY	Watauga

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

YEAR	ASSESSMENT		TAX AMOUNT			RECEIPT NUMBER
	TOWN	DISTRICT	TOWN	DISTRICT	TOTAL	
2018	71100	10665			442.38	

ACCOUNT NUMBER	
PARCEL NUMBER	1941655408000

AMOUNT OF RELEASE	\$442.38
-------------------	----------

DATE OF COUNCIL MEETING	03-12-2019
-------------------------	------------

SPECIFIC REASON FOR RELEASE

was taxed for full parcel and only 15% in inside town limits

Tax Administrator

Approved By

Date

REFUND REQUEST

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

YEAR	TAX	INTEREST PENALTIES COSTS	TOTAL PAID	DATE PAID	TOTAL REFUND
MAKE CHECK TOTAL					

SPECIFIC REASON FOR REFUND

Tax Administrator

Approved By

Date



COUNCIL ACTION ITEM

TO: Mayor and Town Council
FROM: Riley Hatch
DATE: March 12, 2019
SUBJECT: Side Path Streetscape Project

FOR THE PURPOSE OF:

Construction of a side-path along NC 184 (Beech Mountain Parkway) from the entrance of the Convenience Center to Christie Way, which will enhance the walkability and safety of pedestrians & bicyclists for a multi-modal use path. Attached for Town Council's review are the details, scope and contract bid for the Side Path Streetscape Project.

ATTACHED FOR YOUR CONSIDERATION:

Included in the submission is the Vaughn & Melton Consulting Engineers site plan for the Side Path Streetscape including the sealed plans and detailed scope of the project as surveyed and produced by the firm for Phase I and Phase II. The packet also includes the lowest responsible bidder base bid of \$309,597.00 from M & M Construction of Banner Elk, Inc. No other bids were submitted for this project. Advertising of project bid dates: January 26, 2019- February 26, 2019

STAFF RECOMMENDATION:

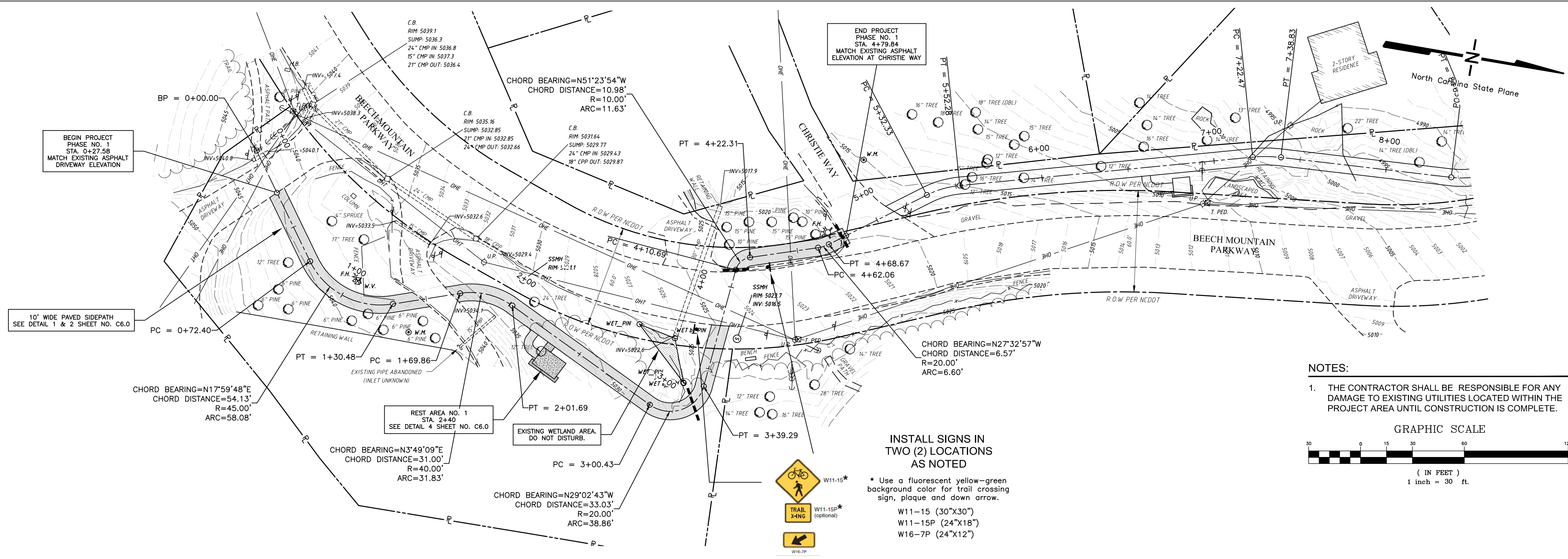
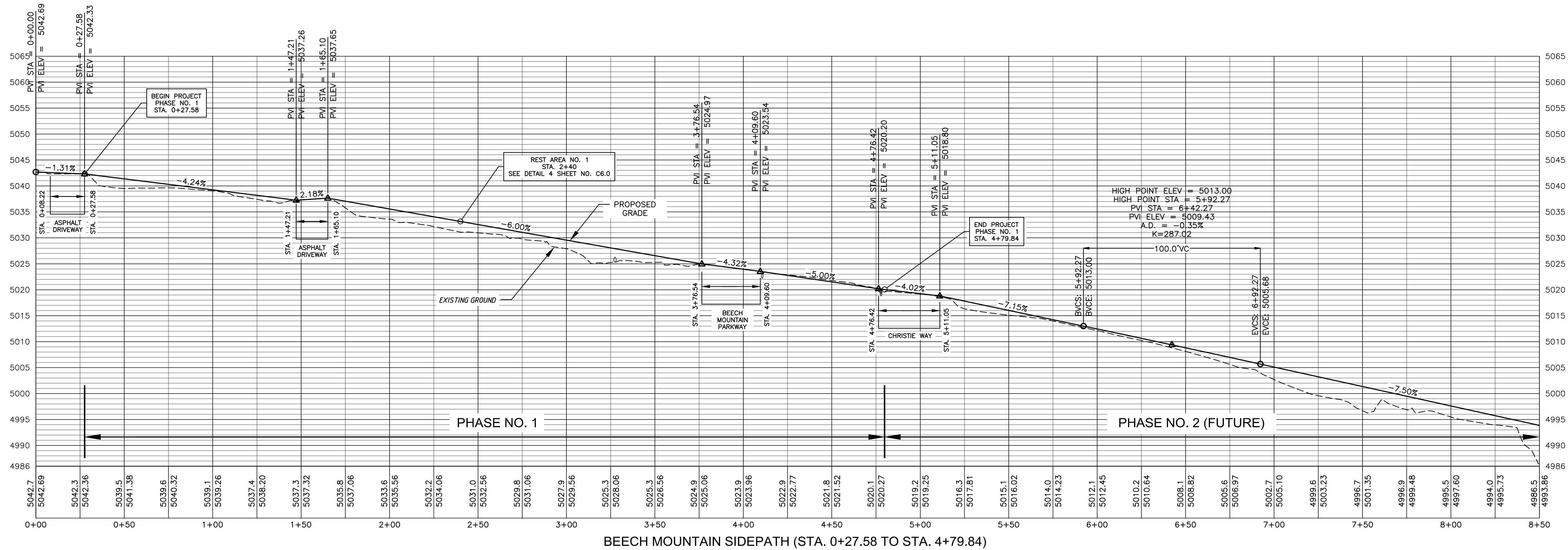
As directed by Town Council.

SIGNATURES:

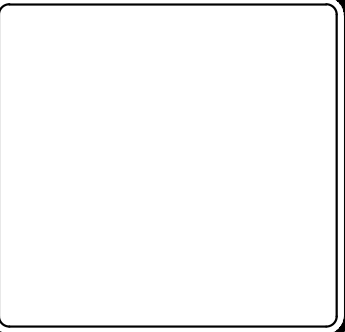
Town Manager

Town Clerk

V:\AsphaltTransportation\31730-02 Beech Mountain Sidewalk Design\CAD\31730-02_Existing Conditions.dwg, C3.0 (Phase 1) 6/20/2018 8:21:29 AM, 1:1



REVISIONS	
NO.	DESCRIPTION



TOWN OF BEECH MOUNTAIN
SIDEPATH PROJECT - WBS ELEMENT 44480
BEECH MOUNTAIN, NORTH CAROLINA

V&M
Vaughn & Melton
Consulting Engineers, Inc.

KENTUCKY
(606) 248-6600

TENNESSEE
(865) 546-5800

NORTH CAROLINA
(828) 253-2796

SOUTH CAROLINA
(864) 574-4775

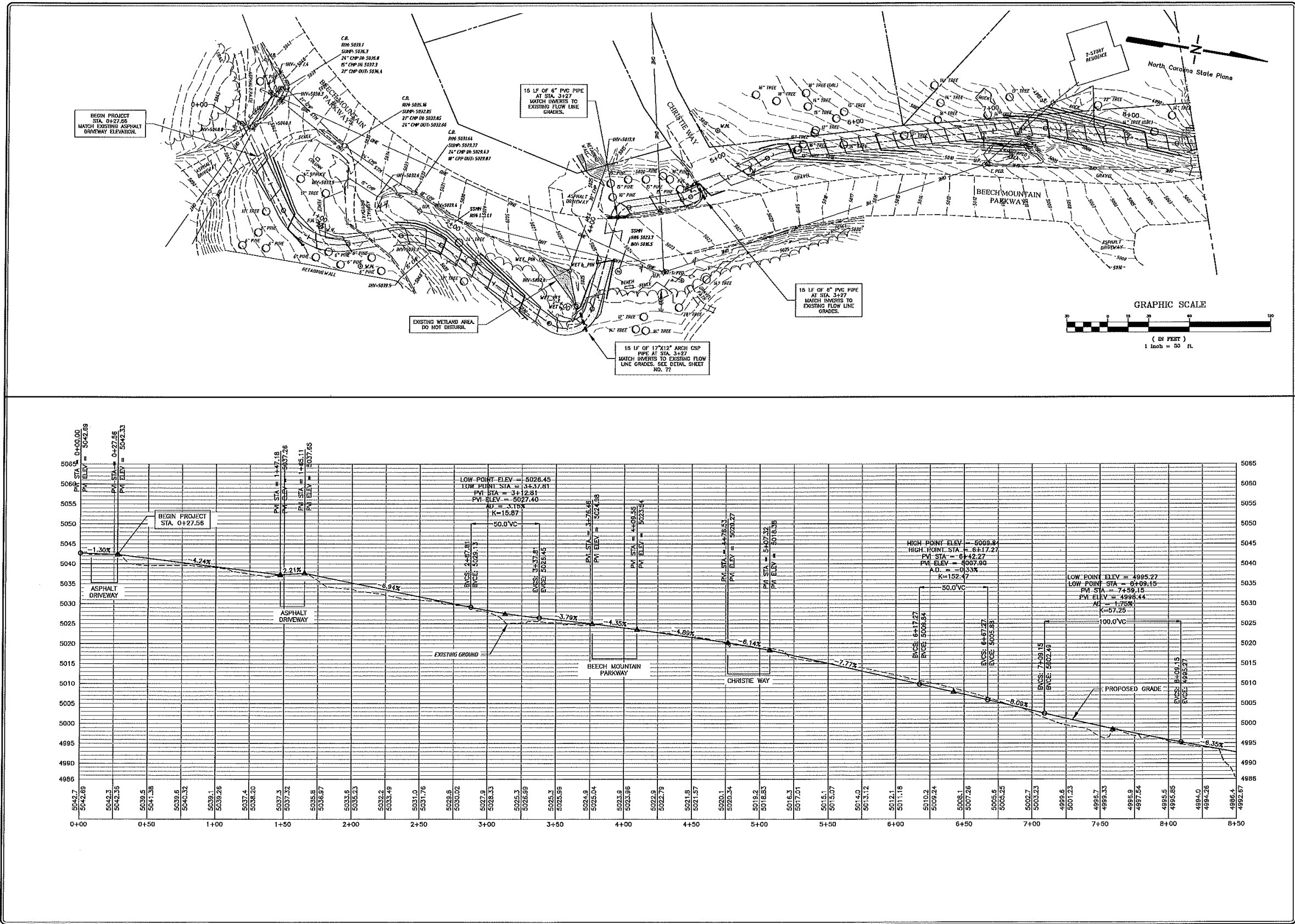
GEORGIA
(770) 627-3590

www.vaughnmelton.com

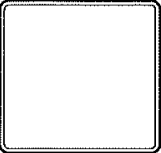
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DRAWN: R.C.D.	CHECKED: F.J.G.
JOB NO: 31730-02	SCALE: AS NOTED
DATE: 29 JUN 2018	FILE NAME: SEE PLOT STAMP
DRAWING TITLE:	PROPOSED PLAN AND PROFILE LAYOUT
SHEET OF	DRAWING NO. C3.0

V:\vaughn\milton\11105877\11105877.dwg 11/10/2017 11:41:19 AM, 1:1



REVISIONS	
NO.	DESCRIPTION

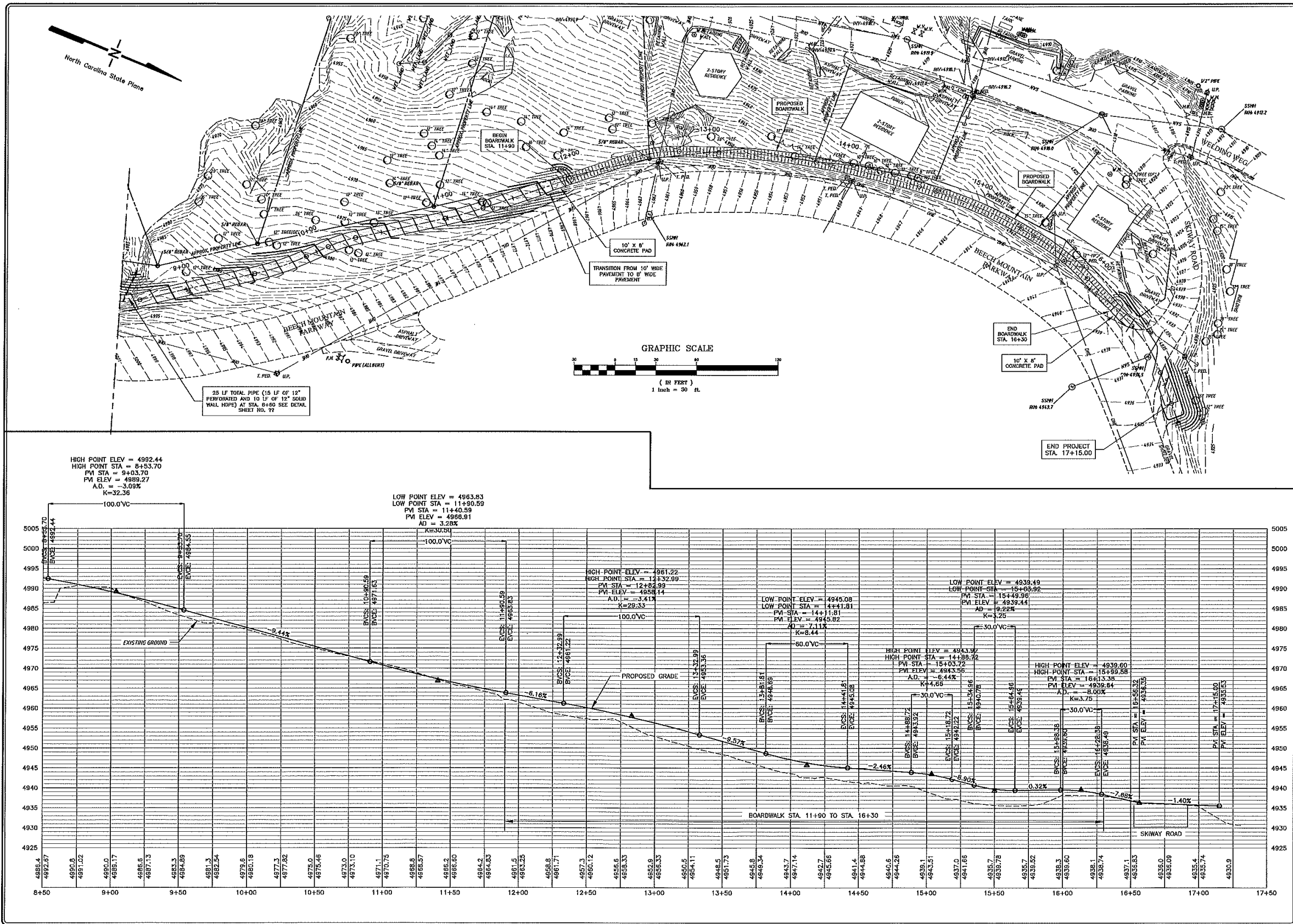


TOWN OF BEECH MOUNTAIN
SIDEPATH PROJECT - WBS ELEMENT 44480
BEECH MOUNTAIN, NORTH CAROLINA

V&M
Vaughn & Melton
Consulting Engineers, Inc.
KENTUCKY
606-248-6600
TENNESSEE
665-546-5800
NORTH CAROLINA
828-253-2795
SOUTH CAROLINA
864-574-4775
GEORGIA
770-627-3590
www.vaughnmelton.com
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DRAWN: R.C.D.	DRAWING NO:
CHECKED: M.A.C.	
JOB NO: 31730-02	
SCALE: AS NOTED	
DATE: 10 NOV 2017	
FILE NAME: SEE PLOT STAMP	
DRAWING TITLE:	
SIDEPATH PROPOSED LAYOUT	
SHEET 7 OF 7	C1.0

V:\mva\vaughn\mva\175002 Beech Mountain Sidewalk Design\Drawings\CA20175002_Sidewalk Conditions.dwg, PFC-2, 11/16/2017 11:10:00 PM, L1



REVISIONS	
NO.	DESCRIPTION

TOWN OF BEECH MOUNTAIN
SIDEWALK PROJECT - WBS ELEMENT 44480
BEECH MOUNTAIN, NORTH CAROLINA

V&M
Vaughn & Melton
Consulting Engineers, Inc.

KENTUCKY
606-249-6600

TENNESSEE
865-646-6800

NORTH CAROLINA
828-253-2798

SOUTH CAROLINA
864-574-4778

GEORGIA
770-627-3590

www.vaughn-melton.com

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DRAWN: R.C.D.
CHECKED: M.A.C.
JOB NO: 31730-02
SCALE: AS NOTED
DATE: 10 NOV 2017
FILE NAME: SEE PLOT STAMP
DRAWING TITLE: SIDEWALK PROPOSED LAYOUT
SHEET ? OF ?
DRAWING NO: C2.0



Vaughn & Melton

Consulting Engineers
324 Hwy. 105 Extension, Suite 9
Boone, North Carolina 28607
828-355-9933
www.vaughnmelton.com

February 27, 2019

Mr. Tim Holloman
Town of Beech Mountain
403 Beech Mountain Parkway
Beech Mountain, North Carolina 28604-8012

RE: Town of Beech Mountain Side Path Project – Phase I
Recommendation of Award

Mr. Holloman:

Enclosed is a certified bid tabulation of bids received for the Town of Beech Mountain Side Path Project – Phase I on February 26, 2019. The lowest responsible bidder with a base bid of \$309,597.00 was M & M Construction of Banner Elk, Inc. There were no other bids submitted on this date for the project.

I have reviewed the North Carolina Department of Transportation Prequalified List of Contractors and find them to be on that approved list.

It is my recommendation that based on all the information submitted by the bidder and the information that I have at my disposal, that the contract be awarded to M & M Construction of Banner Elk, Inc. in the amount of \$309,597,000.

Feel free to contact me at 828-355-9933 if you have questions.

Sincerely,

VAUGHN & MELTON CONSULTING ENGINEERS

Frank J. Gioscio, PE
Project Manager

cc: Project File

Town of Beech Mountain

BID TABULATION

BIDS RECEIVED FEBRUARY 26, 2019 AT 2 PM

WBS No.: 44480

Date: 2/27/2019

County: Avery

**Description: Side Path project 0.2 miles north of the south Town limits to Christie Way
including a walkway, pedestrian crossing, storm drainage, lighting, and signage.**

M&M Construction of Banner Elk, Inc.

LINE ITEM	STD. ITEM NO.	SECT.	DESCRIPTION	QTY	UNIT	UNIT BID PRICE	TOTAL BID AMOUNT
1		800	Mobilization	1	LS	\$ 12,000.00	\$ 12,000.00
2		801	Construction Surveying	1	LS	\$ 9,600.00	\$ 9,600.00
3		226	Comprehensive Grading	1	LS	\$ 78,000.00	\$ 78,000.00
4		610	2" ACSC, Type SF9.5A	55	TN	\$ 366.00	\$ 20,130.00
5		520	6" Compacted ABC Stone	150	TN	\$ 78.00	\$ 11,700.00
6		1605	Temporary Silt Fence	450	LF	\$ 8.40	\$ 3,780.00
7		1633	Temporary Rock Silt Checks	5	EA	\$ 900.00	\$ 4,500.00
8		1635	Rock Pipe Inlet Sediment Trap	1	EA	\$ 960.00	\$ 960.00
9		1660	Seeding and Mulching	0.25	AC	\$ 9,600.00	\$ 2,400.00
10		901	Contractor Furnished, Type A Signs	22.5	SF	\$ 37.20	\$ 837.00
11		903	Supports, 2-lb Steel U-Channel	4	EA	\$ 240.00	\$ 960.00
12		904	Sign Erection, Type A (Ground Mtd.)	2	EA	\$ 150.00	\$ 300.00
13		1670	Trees	12	EA	\$ 1,440.00	\$ 17,280.00
14		1670	Shrubs	28	EA	\$ 108.00	\$ 3,024.00
15		1670	Perennials	421	EA	\$ 30.00	\$ 12,630.00

Town of Beech Mountain

BID FORM

✓ OK
7/27/19
2/27/19

WBS No.: 44480

Date: 6/28/2018

County: Avery

Description: Side Path project 0.2 miles north of the south Town limits to Christie Way
including a walkway, pedestrian crossing, storm drainage, lighting, and signage.

LINE ITEM	STD. ITEM NO.	SECT.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1		800	Mobilization	1 ✓	LS ✓	12,000.00 ✓	12,000.00 ✓
2		801	Construction Surveying	1 ✓	LS ✓	9,600.00 ✓	9,600.00 ✓
3		226	Comprehensive Grading	1 ✓	LS ✓	78,000.00 ✓	78,000.00 ✓
4		610	2" ACSC, Type SF9.5A	55 ✓	TN ✓	366.00 ✓	20,130.00 ✓
5		520	6" Compacted ABC Stone	150 ✓	TN ✓	78.00 ✓	11,700.00 ✓
6		1605	Temporary Silt Fence	450 ✓	LF ✓	8.40 ✓	3,780.00 ✓
7		1633	Temporary Rock Silt Checks	5 ✓	EA ✓	900.00 ✓	4,500.00 ✓
8		1635	Rock Pipe Inlet Sediment Trap	1 ✓	EA ✓	960.00 ✓	960.00 ✓
9		1660	Seeding and Mulching	0.25 ✓	AC ✓	9,600.00 ✓	2,400.00 ✓
10		901	Contractor Furnished, Type A Signs	22.5 ✓	SF ✓	37.20 ✓	837.00 ✓
11		903	Supports, 2-lb Steel U-Channel	4 ✓	EA ✓	240.00 ✓	960.00 ✓
12		904	Sign Erection, Type A (Ground Mtd.)	2 ✓	EA ✓	150.00 ✓	300.00 ✓
13		1670	Trees	12 ✓	EA ✓	1,440.00 ✓	17,280.00 ✓
14		1670	Shrubs	28 ✓	EA ✓	108.00 ✓	3,024.00 ✓
15		1670	Perennials	421 ✓	EA ✓	30.00 ✓	12,630.00 ✓
16		1101	Work Zone Traffic Control	1 ✓	LS ✓	7,200.00 ✓	7,200.00 ✓
17		310	12" HDPE Pipe Culverts	30 ✓	LF ✓	48.00 ✓	1,440.00 ✓
18		SP-1	6" Thick Concrete Pad	184 ✓	SF ✓	15.00 ✓	2,760.00 ✓
19		SP-2	Seat Wall	24 ✓	LF ✓	1,000.00 ✓	24,000.00 ✓
20		SP-3	Split Rail Fence	52 ✓	LF ✓	48.00 ✓	2,496.00 ✓
21		SP-4	Decorative Light Poles with Fixtures	7 ✓	EA ✓	6,000.00 ✓	42,000.00 ✓
22		SP-5	Poligon Structure	1 ✓	EA ✓	36,000.00 ✓	36,000.00 ✓
23		SP-6	17" x 12" Arch CSP Pipe	20 ✓	LF ✓	60.00 ✓	1,200.00 ✓
24		SP-7	Electrical Plan	1 ✓	LS ✓	14,400.00 ✓	14,400.00 ✓
Three hundred nine thousand five hundred ninety-seven dollars and zero cents						TOTAL BID AMOUNT	309,597.00 ✓

RECORD OF BID PRICES AT OPENING

Project: 44480No.: NAContract: Beech Mountain Side Path Project Phase INo.: NA

The following bids were received by the bid closing deadline fixed at February 26, 2019 at 2:00 PM and were opened immediately thereafter:

No.	Name of Bidder	Bid Amount(s)	Bond
1	M & M Const. of Banner Elk, Inc.	\$ 309,592.00	YES

Frank J. Fiorio, PE
2/26/19

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SUBSTANTIALLY NONRESPONSIVE BIDS

The following bids were rejected as substantially nonresponsive:

No.	Bidder
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None!
7 Discrepancies
2/26/19

NOTICE TO BIDDERS

Town of Beech Mountain
PUBLIC WORKS DEPARTMENT

CONTRACT PROPOSAL

WBS ELEMENT NUMBER: 44480

COUNTY: AVERY

DESCRIPTION: CONSTRUCTION OF SIDEPATH ALONG NC 184 (BEECH MOUNTAIN PARKWAY) FROM ENTRANCE TO RECYCLE CENTER TO CHRISTIE WAY

DATE OF ADVERTISEMENT: January 25 , 2019

PRE-BID MEETING (Not Mandatory): 10:00 AM February 12, 2019 at Beech Mountain Town Hall

BID OPENING: 2:00 PM February 26, 2019

***** NOTICE *****

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. FOR CONTRACTS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD, BIDDERS ARE REQUIRED TO BECOME LICENSED BY THE NC LICENSING BOARD. NON-LICENSED BIDDERS ARE PERMITTED 60 DAYS AFTER BID OPENING TO OBTAIN PROPER LICENSING FOR THE TYPE OF PROJECT BEING LET. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

M & M Construction of Banner Elk, Inc.

NAME OF BIDDER

P.O. Box 695 Banner Elk, NC 28604

ADDRESS OF BIDDER

RETURN BIDS TO: TOWN OF BEECH MOUNTAIN

Attention: TIM HOLLOMAN

Title: TOWN MANAGER

Physical Address: 403 BEECH MOUNTAIN PARKWAY, BEECH MOUNTAIN, NC 28604

ALL BIDS MUST BE RECEIVED PRIOR TO THE DATE AND TIME LISTED ABOVE.

INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

- 1.** The bid form furnished by MUNICIPALITY NAME with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID FORM FROM THE PROPOSAL!**
- 2.** All entries on the bid form, including signatures, shall be written in ink.
- 3.** The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. *****Unit prices must be limited to TWO decimal places.*****
- 4.** An amount bid shall be entered on the bid form for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the form.
- 5.** The total amount bid shall be written in figures in the proper place on the bid form. The total amount shall be determined by adding the amounts bid for each item.
- 6.** Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use "White Out" or similar product to make corrections.
- 7.** The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Contractor's License Number (If available)
- 8.** Bids submitted by corporations shall bear the seal of the corporation.
- 9.** The bid shall not contain any unauthorized additions, deletions, or conditional bids.
- 10.** The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

11. THE PROPOSAL WITH THE BID FORM STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE (TOWN OF BEECH MOUNTAIN, 403 BEECH MOUNTAIN PARKWAY, BEECH MOUNTAIN, NC 28604), BY 2:00 P.M. ON, Tuesday, February 26, 2019

12. The sealed bid must display the following statement on the front of the sealed envelope:

“QUOTATION FOR – TOWN OF BEECH MOUNTAIN SIDEPATH PROJECT FROM ENTRANCE TO RECYCLE CENTER TO CHRISTIE WAY TO BE OPENED AT 2:00 P.M. ON Tuesday, February 26, 2019.”

13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**Town of Beech Mountain
Attn: Mr. Tim Holloman, Town Manager
403 Beech Mountain Parkway
Beech Mountain, NC 28604**

NCDOT STANDARD NOTES (State Funded)

10-1-12

- A. NCDOT Standard Specifications – *The 2018 North Carolina Department of Transportation Standard Specifications for Roads and Structures, herein referred to as the 'Standard Specifications', and the 2018 Roadway Standard Drawings, shall apply to all portions of this project except as may be modified by this document.*
- B. Bidder Prequalification - Bidders are required to be prequalified with NCDOT for their specific discipline. Contractors wishing to become prequalified may obtain information through the NCDOT website at: <http://www.ncdot.gov/business/ocs>.
- C. Disadvantaged Business Enterprise References - Since this is a State funded project with MBE/WBE participation, only those requirements and goals set forth by NCDOT Goal Setting Committee are applicable. References to any other requirements or to N.C. General Statute 143-128.2 shall not apply to this project. Refer to Special Provision SP1 G68.
- D. Award of Contract - The contract will be awarded to the lowest responsible, responsive bidder. Alternate items will not be considered in determining the low bidder and will only be evaluated after the award of the contract is made.
- E. Contractor Licensing – All bidders shall comply with all applicable laws regulating the practice of general contracting as contained in Chapter 87 of the General Statutes of North Carolina which requires the bidder to be licensed by N.C. Licensing Board for Contractors when bidding on any non-federal aid project where the bid is \$30,000 or more, except for certain specialty work as determined by the licensing board, bidders are required to become licensed by the N.C. licensing board. Bidders shall also comply with all other applicable laws regulating the practices of electrical, plumbing, heating and air conditioning and refrigeration contracting as contained in Chapter 87 of the General Statutes of North Carolina.
- F. Bonds - Please note that all Bid Bonds, Payment Bonds, and Performance Bonds required for this project, shall be those found on the NCDOT website. The bonds are located at:
Bid Bonds (M-5):
<https://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/04%20Bid%20Bonds.doc>
Payment Bonds (M-6):
<https://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/05%20Payment%20Bonds.doc>
Performance Bonds (M-7):
<https://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/06%20Performance%20Bonds.doc>
- G. Liability Insurance – In addition to any insurance requirements as may be required by the LGA, the Contractor is obligated to comply with Article 107-15 of the *Standard Specifications* including the dollar limits set forth.
- H. Buy America – This project shall be governed by the Buy America requirements, for the use of domestic steel and iron products, as outlined in the *Standard Specifications*.

- I. Proprietary Items - When a proprietary (brand name) product, whether material, equipment or procedure, are specified in the plans or specifications, they are used only to denote the style, type, character, and quality desired of the product. They do not restrict the bidder from proposing other brands, makes, or manufacturers, which are determined to be of equal quality. The approval, or disapproval of those products, will be made by the Engineer prior to allowing those product(s) or material(s) to be incorporated into the work.
- J. Retainage by LGAs – The LGA for this contract will not retain any amount or percentage from progress payments or final estimates due the contractor.
Retainage by Contractors – Contractors is NOT permitted to retain any amount or percentage from monies due their subcontractors or material suppliers on federally funded projects except as permitted by Subarticle 109-4(B) of the *Standard Specifications*.
- K. Traffic Control –The requirements of the *Manual on Uniform Traffic Control Devices (MUTCD)* – FHWA, as amended by the *NCDOT Supplement to MUTCD*, shall apply. Traffic Control, both vehicular and pedestrian, shall be maintained throughout the project as required by these specifications as modified by the project plans or special provisions.

PROJECT SPECIAL PROVISIONS

GENERAL

CONTRACT TIME AND LIQUIDATED DAMAGES:

(7-1-95) (Rev. 12-18-07)

108

SP1 G10 A

The date of availability for this contract is **upon written notice to proceed**.

The completion date for this contract is **October 1, 2019**.

The liquidated damages for this contract are **One Hundred Dollars (\$100.00)** per calendar day.

NO MAJOR CONTRACT ITEMS:

(2-19-02) (Rev. 8-21-07)

104

SP1 G31

None of the items included in this contract will be major items.

NO SPECIALTY ITEMS:

(7-1-95)

108-6

SP1 G34

None of the items included in this contract will be specialty items (see Article 108-6 of the *2012 Standard Specifications*).

FUEL AND ASPHALT PRICE ADJUSTMENTS:

(1-3-12)

SP1 G44

No fuel or asphalt price adjustments will be made on this project.

DISADVANTAGED BUSINESS ENTERPRISE (LOCAL

GOVERNMENT AGENCIES): (10-16-07) (Rev. 1-16-18) 102-15(J) SP1 G63

SP1 G63

Description

The purpose of this Special Provision is to carry out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with Federal funds. This provision is guided by 49 CFR Part 26.

Definitions

Additional DBE Subcontractors - Any DBE submitted at the time of bid that will not be used to meet the DBE goal. No submittal of a Letter of Intent is required.

Committed DBE Subcontractor - Any DBE submitted at the time of bid that is being used to meet the DBE goal by submission of a Letter of Intent. Or any DBE used as a replacement for a previously committed DBE firm.

Contract Goal Requirement - The approved DBE participation at time of award, but not greater than the advertised contract goal.

DBE Goal - A portion of the total contract, expressed as a percentage, that is to be performed by committed DBE subcontractor(s).

Disadvantaged Business Enterprise (DBE) - A firm certified as a Disadvantaged Business Enterprise through the North Carolina Unified Certification Program.

Goal Confirmation Letter - Written documentation from Town of Beech Mountain to the bidder confirming the Contractor's approved, committed DBE participation along with a listing of the committed DBE firms.

Manufacturer - A firm that operates or maintains a factory or establishment that produces on the premises, the materials or supplies obtained by the Contractor.

Municipality - The entity letting the contract.

Regular Dealer - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A regular dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns and operates distribution equipment for the products. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

North Carolina Unified Certification Program (NCUCP) - A program that provides comprehensive services and information to applicants for DBE certification, such that an applicant is required to apply only once for a DBE certification that will be honored by all recipients of USDOT funds in the state and not limited to the Department of Transportation only. The Certification Program is in accordance with 49 CFR Part 26.

Standard Specifications - The general term comprising all directions, provisions, and requirements contained or referred to in the *North Carolina Department of Transportation Standard Specifications for Roads and Structures* and any subsequent revisions or additions to such book.

United States Department of Transportation (USDOT) - Federal agency responsible for issuing regulations (49 CFR Part 26) and official guidance for the DBE program.

Forms and Websites Referenced in this Provision

DBE Payment Tracking System - On-line system in which the Contractor enters the payments made to DBE subcontractors who have performed work on the project.
<https://apps.dot.state.nc.us/Vendor/PaymentTracking/>

DBE-IS *Subcontractor Payment Information* - Form for reporting the payments made to all DBE firms working on the project. This form is for paper bid projects only.
<https://connect.ncdot.gov/business/Turnpike/Documents/Form%20DBE-IS%20Subcontractor%20Payment%20Information.pdf>

RF-1 *DBE Replacement Request Form* - Form for replacing a committed DBE.
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Request%20Form.pdf>

SAF *Subcontract Approval Form* - Form required for approval to sublet the contract.
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Subcontract%20Approval%20Form%20Rev.%202012.zip>

JC-1 *Joint Check Notification Form* - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Joint%20Check%20Notification%20Form.pdf>

Letter of Intent - Form signed by the Contractor and the DBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed DBE for the estimated amount (based on quantities and unit prices) listed at the time of bid.
<http://connect.ncdot.gov/letting/LetCentral/Letter%20of%20Intent%20to%20Perform%20as%20a%20Subcontractor.pdf>

Listing of DBE Subcontractors Form - Form for entering DBE subcontractors on a project that will meet this DBE goal. This form is for paper bids only.
[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20\(Federal\).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20(Federal).docx)

Subcontractor Quote Comparison Sheet - Spreadsheet for showing all subcontractor quotes in the work areas where DBEs quoted on the project. This sheet is submitted with good faith effort packages.
<http://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote%20Comparison%20Example.xls>

DBE Goal: The following DBE goal for participation by Disadvantaged Business Enterprises is established for this contract:

Disadvantaged Business Enterprises **5.0%**

- (A) If the DBE goal is more than zero, the Contractor shall exercise all necessary and reasonable steps to ensure that DBEs participate in at least the percent of the contract as set forth above as the DBE goal.
- (B) If the DBE goal is zero, the Contractor shall make an effort to recruit and use DBEs during the performance of the contract. Any DBE participation obtained shall be reported to the Town of Beech Mountain.

Directory of Transportation Firms (Directory)

Real-time information is available about firms doing business with the NCDOT and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as DBE certified shall be used to meet the DBE goal. The Directory can be found at the following link. [https:// www.ebs.nc.gov/VendorDirectory/default.html](https://www.ebs.nc.gov/VendorDirectory/default.html)

The listing of an individual firm in the directory shall not be construed as an endorsement of the firm's capability to perform certain work.

Listing of DBE Subcontractors

At the time of bid, bidders shall submit all DBE participation that they anticipate to use during the life of the contract. Only those identified to meet the DBE goal will be considered committed, even though the listing shall include both committed DBE subcontractors and additional DBE subcontractors. Additional DBE subcontractor participation submitted at the time of bid will be used toward the overall race-neutral goal. Only those firms with current DBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

(A) If the DBE goal is more than zero,

- (1) Bidders, at the time the bid proposal is submitted, shall submit a listing of DBE participation, including the names and addresses on *Listing of DBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the DBE participation for the contract.
- (2) If bidders have no DBE participation, they shall indicate this on the Listing of DBE Subcontractors by entering the word "None" or the number "0." This form shall be completed in its entirety. Blank forms will not be deemed to represent zero participation. Bids submitted that do not have DBE participation indicated on the appropriate form will not be read publicly during the opening of bids. Town of Beech Mountain will not consider these bids for award and the proposal will be rejected.
- (3) The bidder shall be responsible for ensuring that the DBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that DBE's participation will not count towards achieving the DBE goal.

(B) *If the DBE goal is zero*, entries on the *Listing of DBE Subcontractors* are not required, however any DBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.

DBE Prime Contractor

When a certified DBE firm bids on a contract that contains a DBE goal, the DBE firm is responsible for meeting the goal or making good faith efforts to meet the goal, just like any other bidder. In most cases, a DBE bidder on a contract will meet the DBE goal by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the DBE bidder and any other DBE subcontractors will count toward the DBE goal. The DBE bidder shall list itself along with any DBE subcontractors, if any, in order to receive credit toward the DBE goal.

For example, if the DBE goal is 45% and the DBE bidder will only perform 40% of the contract work, the prime will list itself at 40%, and the additional 5% shall be obtained through additional DBE participation with DBE subcontractors or documented through a good faith effort.

DBE prime contractors shall also follow Sections A or B listed under *Listing of DBE Subcontractor* just as a non-DBE bidder would.

Written Documentation – Letter of Intent

The bidder shall submit written documentation for each DBE that will be used to meet the DBE goal of the contract, indicating the bidder's commitment to use the DBE in the contract. This documentation shall be submitted on the NCDOT's form titled *Letter of Intent*.

The documentation shall be received in the office of the Town of Beech Mountain no later than 2:00 PM of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Town Manager no later than 10:00 AM on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed DBE to be used toward the DBE goal, or if the form is incomplete (i.e. both signatures are not present), the DBE participation will not count toward meeting the DBE goal. If the lack of this participation drops the commitment below the DBE goal, the Contractor shall submit evidence of good faith efforts, completed in its entirety, to the Town Manager no later than 2:00 PM on the eighth calendar day following opening of bids, unless the eighth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Town Manager no later than 10:00 AM on the next official state business day.

Submission of Good Faith Effort

If the bidder fails to meet or exceed the DBE goal, the apparent lowest responsive bidder shall submit to Town Manager documentation of adequate good faith efforts made to reach the DBE goal.

One complete set and 4 copies of this information shall be received in the office of the Town Manager no later than 2:00 PM of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Town Manager no later than 10:00 AM on the next official state business day.

Note: Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

Consideration of Good Faith Effort for Projects with DBE Goals More Than Zero

Adequate good faith efforts mean that the bidder took all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness, could reasonably be expected to obtain sufficient DBE participation. Adequate good faith efforts also mean that the bidder actively and aggressively sought DBE participation. Mere *pro forma* efforts are not considered good faith efforts.

The Town of Beech Mountain will consider the quality, quantity, and intensity of the different kinds of efforts a bidder has made. Listed below are examples of the types of actions a bidder will take in making a good faith effort to meet the goal and are not intended to be exclusive or exhaustive, nor is it intended to be a mandatory checklist.

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices through the use of the NCDOT Directory of Transportation Firms) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the DBEs to respond to the solicitation. Solicitation shall provide the opportunity to DBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.
 - (1) Where appropriate, break out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - (2) Negotiate with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation (2nd and 3rd tier subcontractors).
- (C) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D) (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available

DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs. Contact within 7 days from the bid opening NCDOT's Business Opportunity and Work Force Development Unit at BOWD@ncdot.gov to give notification of the bidder's inability to get DBE quotes. Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the DBE goal.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the DBE goal.

In addition, the Town Manager may take into account the following:

- (1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the DBE goal.

- (2) The bidders' past performance in meeting the DBE goals.
- (3) The performance of other bidders in meeting the DBE goal. For example, when the apparent successful bidder fails to meet the DBE goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the DBE goal, but meets or exceeds the average DBE participation obtained by other bidders, the Town Manager may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

If the Town of Beech Mountain does not award the contract to the apparent lowest responsive bidder, the Town of Beech Mountain reserves the right to award the contract to the next lowest responsive bidder that can satisfy to the Town of Beech Mountain that the DBE goal can be met or that an adequate good faith effort has been made to meet the DBE goal.

Non-Good Faith Appeal

The Town Manager will notify the contractor verbally and in writing of non-good faith. A contractor may appeal a determination of non-good faith made by the Goal Compliance Committee. If a contractor wishes to appeal the determination made by the Committee, they shall provide written notification to the Town Manager. The appeal shall be made within 2 business days of notification of the determination of non-good faith.

Counting DBE Participation Toward Meeting DBE Goal

(A) Participation

The total dollar value of the participation by a committed DBE will be counted toward the contract goal requirement. The total dollar value of participation by a committed DBE will be based upon the value of work actually performed by the DBE and the actual payments to DBE firms by the Contractor.

(B) Joint Checks

Prior notification of joint check use shall be required when counting DBE participation for services or purchases that involves the use of a joint check. Notification shall be through submission of Form JC-1 (*Joint Check Notification Form*) and the use of joint checks shall be in accordance with the NCDOT's Joint Check Procedures.

(C) Subcontracts (Non-Trucking)

A DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract goal requirement. Work that a DBE subcontracts to a non-DBE firm does not count toward the contract goal requirement. If a DBE contractor or subcontractor subcontracts a significantly greater portion of the

work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the DBE is not performing a commercially useful function. The DBE may present evidence to rebut this presumption to the Town of Beech Mountain. Beech Mountain's decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.

(D) Joint Venture

When a DBE performs as a participant in a joint venture, the Contractor may count toward its contract goal requirement a portion of the total value of participation with the DBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the DBE performs with its forces.

(E) Suppliers

A contractor may count toward its DBE requirement 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from a DBE regular dealer and 100 percent of such expenditures from a DBE manufacturer.

(F) Manufacturers and Regular Dealers

A contractor may count toward its DBE requirement the following expenditures to DBE firms that are not manufacturers or regular dealers:

- (1) The fees or commissions charged by a DBE firm for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.
- (2) With respect to materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Commercially Useful Function

(A) DBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE performs a commercially useful function when it is responsible for execution of

the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, the Town of Beech Mountain will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and any other relevant factors.

(B) DBE Utilization in Trucking

The following factors will be used to determine if a DBE trucking firm is performing a commercially useful function:

- (1) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.
- (2) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The DBE may subcontract the work to another DBE firm, including an owner-operator who is certified as a DBE. The DBE who subcontracts work to another DBE receives credit for the total value of the transportation services the subcontracted DBE provides on the contract.
- (5) The DBE may also subcontract the work to a non-DBE firm, including from an owner-operator. The DBE who subcontracts the work to a non-DBE is entitled to credit for the total value of transportation services provided by the non-DBE subcontractor not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the DBE and the Contractor will not count towards the DBE contract requirement.
- (6) A DBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck.

This type of lease may count toward the DBE's credit as long as the driver is under the DBE's payroll.

- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the DBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

DBE Replacement

When a Contractor has relied on a commitment to a DBE firm (or an approved substitute DBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the DBE for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another DBE subcontractor, a non-DBE subcontractor, or with the Contractor's own forces or those of an affiliate. A DBE may only be terminated after receiving the Town Manager written approval based upon a finding of good cause for the proposed termination. The prime contractor must give the DBE firm 5 days to respond to the prime contractor's notice of intent to terminate and advise the prime contractor and the Department of the reasons, if any, why the firm objects to the proposed termination of its subcontract and why the Department should not approve the action. All requests for replacement of a committed DBE firm shall be submitted to the Town Manager for approval on Form RF-1 (DBE Replacement Request). If the Contractor fails to follow this procedure, the Contractor may be disqualified from further bidding for a period of up to 6 months.

The Contractor shall comply with the following for replacement of a committed DBE:

(A) Performance Related Replacement

When a committed DBE is terminated for good cause as stated above, an additional DBE that was submitted at the time of bid may be used to fulfill the DBE commitment. A good faith effort will only be required for removing a committed DBE if there were no additional DBEs submitted at the time of bid to cover the same amount of work as the DBE that was terminated.

If a replacement DBE is not found that can perform at least the same amount of work as the terminated DBE, the Contractor shall submit a good faith effort documenting the steps taken. Such documentation shall include, but not be limited to, the following:

- (1) Copies of written notification to DBEs that their interest is solicited in contracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:
 - (a) The names, addresses, and telephone numbers of DBEs who were contacted.
 - (b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.

- (3) A list of reasons why DBE quotes were not accepted.
- (4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

(B) Decertification Replacement

- (1) When a committed DBE is decertified by the NCDOT after the SAF (*Subcontract Approval Form*) has been received by the Town of Beech Mountain, Beech Mountain will not require the Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
- (2) When a committed DBE is decertified prior to the the Town of Beech Mountain receiving the SAF (*Subcontract Approval Form*) for the named DBE firm, the Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the DBE goal requirement. If a DBE firm is not found to do the same amount of work, a good faith effort must be submitted to Beech Mountain (see A herein for required documentation).

Changes in the Work

When the Town Manager makes changes that result in the reduction or elimination of work to be performed by a committed DBE, the Contractor will not be required to seek additional participation. When the Town Manager makes changes that result in additional work to be performed by a DBE based upon the Contractor's commitment, the DBE shall participate in additional work to the same extent as the DBE participated in the original contract work.

When the Town Manager makes changes that result in extra work, which has more than a minimal impact on the contract amount, the Contractor shall seek additional participation by DBEs unless otherwise approved by the Town Manager.

When the Town Manager makes changes that result in an alteration of plans or details of construction, and a portion or all of the work had been expected to be performed by a committed DBE, the Contractor shall seek participation by DBEs unless otherwise approved by the Town Manager.

When the Contractor requests changes in the work that result in the reduction or elimination of work that the Contractor committed to be performed by a DBE, the Contractor shall seek additional participation by DBEs equal to the reduced DBE participation caused by the changes.

Reports and Documentation

A SAF (*Subcontract Approval Form*) shall be submitted for all work which is to be performed by a DBE subcontractor. Beech Mountain reserves the right to require copies of actual subcontract agreements involving DBE subcontractors.

When using transportation services to meet the contract commitment, the Contractor shall submit a proposed trucking plan in addition to the SAF. The plan shall be submitted prior to beginning construction on the project. The plan shall include the names of all trucking firms proposed for use, their certification type(s), the number of trucks owned by the firm, as well as the individual truck identification numbers, and the line item(s) being performed.

Within 30 calendar days of entering into an agreement with a DBE for materials, supplies or services, not otherwise documented by the SAF as specified above, the Contractor shall furnish the Town Manager a copy of the agreement. The documentation shall also indicate the percentage (60% or 100%) of expenditures claimed for DBE credit.

Reporting Disadvantaged Business Enterprise Participation

The Contractor shall provide the Town Manager with an accounting of payments made to all DBE firms, including material suppliers and contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the Town Manager for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:

- (A) Withholding of money due in the next partial pay estimate; or
- (B) Removal of an approved contractor from the prequalified bidders' list or the removal of other entities from the approved subcontractors list.

While each contractor (prime, subcontractor, 2nd tier subcontractor) is responsible for accurate accounting of payments to DBEs, it shall be the prime contractor's responsibility to report all monthly and final payment information in the correct reporting manner.

Failure on the part of the Contractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further bidding until the required information is submitted.

Failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from being approved for work on future projects until the required information is submitted.

Contractors reporting transportation services provided by non-DBE lessees shall evaluate the value of services provided during the month of the reporting period only.

At any time, the Town Manager can request written verification of subcontractor payments.

The Contractor shall report the accounting of payments on the NCDOT's DBE-IS (*Subcontractor Payment Information*) with each invoice. Invoices will not be processed for payment until the DBE-IS is received.

Failure to Meet Contract Requirements

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2012 Standard Specifications* may be cause to disqualify the Contractor.

CERTIFICATION FOR FEDERAL-AID CONTRACTS:

(3-21-90)

SP1 G85

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by *Section 1352, Title 31, U.S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:

(11-22-94)

108-5

SP1 G100

To report bid rigging activities call: **1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free hotline Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the hotline to report such activities.

The hotline is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

DOMESTIC STEEL:

(4-16-13)

106

SP1 G120

Revise the *2012 Standard Specifications* as follows:

Page 1-49, Subarticle 106-1(B) Domestic Steel, lines 2-7, replace the first paragraph with the following:

All steel and iron products that are permanently incorporated into this project shall be produced in the United States except minimal amounts of foreign steel and iron products may be used provided the combined material cost of the items involved does not exceed 0.1% of the total amount bid for the entire project or \$2,500, whichever is greater. If invoices showing the cost of the material are not provided, the amount of the bid item involving the foreign material will be used for calculations. This minimal amount of foreign produced steel and iron products permitted for use is not applicable to high strength fasteners. Domestically produced high strength fasteners are required.

TWELVE MONTH GUARANTEE – LGA Projects

(10-7-13)

108

SP1 G146

- (A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to **Beech Mountain**. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of **Beech Mountain**, and/or for use in excess of the design.
- (B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. **Beech Mountain's** first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. **Beech Mountain** would be afforded the same warranty as provided by the Manufacturer.

This guarantee provision shall be invoked only for major components of work in which the Contractor would be wholly responsible for under the terms of the contract. Examples would include pavement structures, bridge components, and sign structures. This provision will not be used as a mechanism to force the Contractor to return to the project to make repairs or perform

additional work that **Beech Mountain** would normally compensate the Contractor for. In addition, routine maintenance activities (i.e. mowing grass, debris removal, ruts in earth shoulders,) are not parts of this guarantee.

Appropriate provisions of the payment and/or performance bonds shall cover this guarantee for the project.

GIFTS FROM VENDORS AND CONTRACTORS:

(12-15-09)

107-1

SP1 G152

By Executive Order 24, issued by Governor Perdue, and *N.C.G.S. § 133-32*, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (A) Have a contract with a governmental agency; or
- (B) Have performed under such a contract within the past year; or
- (C) Anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *N.C.G.S. § 133-32*.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

LIABILITY INSURANCE:

(5-20-14)

SP1 G160

Revise the *2012 Standard Specifications* as follows:

Page 1-60, Article 107-15 LIABILITY INSURANCE, line 16, add the following as the second sentence of the third paragraph:

Prior to beginning services, all contractors shall provide proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors, irrespective of whether having regularly in service fewer than three employees.

EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:

(1-16-07) (Rev 11-22-16)

105-16, 225-2, 16

SP1 G180

General

Schedule and conduct construction activities in a manner that will minimize soil erosion and the resulting sedimentation and turbidity of surface waters. Comply with the requirements herein regardless of whether or not a National Pollution discharge Elimination System (NPDES) permit for the work is required.

Establish a chain of responsibility for operations and subcontractors' operations to ensure that the *Erosion and Sediment Control/Stormwater Pollution Prevention Plan* is implemented and maintained over the life of the contract.

- (A) *Certified Supervisor* - Provide a certified Erosion and Sediment Control/Stormwater Supervisor to manage the Contractor and subcontractor operations, insure compliance with Federal, State and Local ordinances and regulations, and manage the Quality Control Program.
- (B) *Certified Foreman* - Provide a certified, trained foreman for each construction operation that increases the potential for soil erosion or the possible sedimentation and turbidity of surface waters.
- (C) *Certified Installer* - Provide a certified installer to install or direct the installation for erosion or sediment/stormwater control practices.
- (D) *Certified Designer* - Provide a certified designer for the design of the erosion and sediment control/stormwater component of reclamation plans and, if applicable, for the design of the project erosion and sediment control/stormwater plan.

Roles and Responsibilities

- (A) *Certified Erosion and Sediment Control/Stormwater Supervisor* - The Certified Supervisor shall be Level II and responsible for ensuring the erosion and sediment control/stormwater plan is adequately implemented and maintained on the project and for conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours notice from initial exposure of an erodible surface to the project's final acceptance. Perform the following duties:
 - (1) *Manage Operations* - Coordinate and schedule the work of subcontractors so that erosion and sediment control/stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.
 - (a) Oversee the work of subcontractors so that appropriate erosion and sediment control/stormwater preventive measures are conformed to at each stage of the work.

- (b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.
 - (c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
 - (d) Implement the erosion and sediment control/stormwater site plans requested.
 - (e) Provide any needed erosion and sediment control/stormwater practices for the Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.
 - (f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.
 - (g) Conduct all erosion and sediment control/stormwater work in a timely and workmanlike manner.
 - (h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.
 - (i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.
 - (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.
 - (k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.
- (2) Requirements set forth under the NPDES Permit - The Department's NPDES Stormwater permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements are, but are not limited to:
- (a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.
 - (b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days and within 24 hours after a rainfall event of 0.5 inch that occurs within a 24 hour period. Additional monitoring may be required at the discretion of Division of

- Water Resources personnel if the receiving stream is 303(d) listed for turbidity and the project has had documented problems managing turbidity.
- (c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
 - (d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.
 - (e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.
 - (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
 - (g) Provide secondary containment for bulk storage of liquid materials.
 - (h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.
 - (i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.
- (3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:
- (a) Follow permit requirements related to the Contractor and subcontractors' construction activities.
 - (b) Ensure that all operators and subcontractors on site have the proper erosion and sediment control/stormwater certification.
 - (c) Notify the Engineer when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.
 - (d) Conduct the inspections required by the NPDES permit.
 - (e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.
 - (f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.
 - (g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
 - (h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
 - (i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
 - (j) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.

- (B) *Certified Foreman* - At least one Certified Foreman shall be onsite for each type of work listed herein during the respective construction activities to control erosion, prevent sedimentation and follow permit provisions:

- (1) Foreman in charge of grading activities
- (2) Foreman in charge of bridge or culvert construction over jurisdictional areas
- (3) Foreman in charge of utility activities

The Contractor may request to use the same person as the Level II Supervisor and Level II Foreman. This person shall be onsite whenever construction activities as described above are taking place. This request shall be approved by the Engineer prior to work beginning.

The Contractor may request to name a single Level II Foreman to oversee multiple construction activities on small bridge or culvert replacement projects. This request shall be approved by the Engineer prior to work beginning.

- (C) *Certified Installers* - Provide at least one onsite, Level I Certified Installer for each of the following erosion and sediment control/stormwater crew:

- (1) Seeding and Mulching
- (2) Temporary Seeding
- (3) Temporary Mulching
- (4) Sodding
- (5) Silt fence or other perimeter erosion/sediment control device installations
- (6) Erosion control blanket installation
- (7) Hydraulic tackifier installation
- (8) Turbidity curtain installation
- (9) Rock ditch check/sediment dam installation
- (10) Ditch liner/matting installation
- (11) Inlet protection
- (12) Riprap placement
- (13) Stormwater BMP installations (such as but not limited to level spreaders, retention/detention devices)
- (14) Pipe installations within jurisdictional areas

If a Level I *Certified Installer* is not onsite, the Contractor may substitute a Level II Foreman for a Level I Installer, provided the Level II Foreman is not tasked to another crew requiring Level II Foreman oversight.

- (D) *Certified Designer* - Include the certification number of the Level III-B Certified Designer on the erosion and sediment control/stormwater component of all reclamation plans and if applicable, the certification number of the Level III-A Certified Designer on the design of the project erosion and sediment control/stormwater plan.

Preconstruction Meeting

Furnish the names of the *Certified Erosion and Sediment Control/Stormwater Supervisor*, *Certified Foremen*, *Certified Installers* and *Certified Designer* and notify the Engineer of changes in certified personnel over the life of the contract within 2 days of change.

Ethical Responsibility

Any company performing work for the North Carolina Department of Transportation has the ethical responsibility to fully disclose any reprimand or dismissal of an employee resulting from improper testing or falsification of records.

Revocation or Suspension of Certification

Upon recommendation of the Chief Engineer to the certification entity, certification for *Supervisor*, *Certified Foremen*, *Certified Installers* and *Certified Designer* may be revoked or suspended with the issuance of an *Immediate Corrective Action (ICA)*, *Notice of Violation (NOV)*, or *Cease and Desist Order* for erosion and sediment control/stormwater related issues.

The Chief Engineer may recommend suspension or permanent revocation of certification due to the following:

- (A) Failure to adequately perform the duties as defined within this certification provision.
- (B) Issuance of an ICA, NOV, or Cease and Desist Order.
- (C) Failure to fully perform environmental commitments as detailed within the permit conditions and specifications.
- (D) Demonstration of erroneous documentation or reporting techniques.
- (E) Cheating or copying another candidate's work on an examination.
- (F) Intentional falsification of records.
- (G) Directing a subordinate under direct or indirect supervision to perform any of the above actions.
- (H) Dismissal from a company for any of the above reasons.
- (I) Suspension or revocation of one's certification by another entity.

Suspension or revocation of a certification will be sent by certified mail to the certificant and the Corporate Head of the company that employs the certificant.

A certificant has the right to appeal any adverse action which results in suspension or permanent revocation of certification by responding, in writing, to the Chief Engineer within 10 calendar days after receiving notice of the proposed adverse action.

Chief Engineer
1536 Mail Service Center
Raleigh, NC 27699-1536

Failure to appeal within 10 calendar days will result in the proposed adverse action becoming effective on the date specified on the certified notice. Failure to appeal within the time specified will result in a waiver of all future appeal rights regarding the adverse action taken. The certificant will not be allowed to perform duties associated with the certification during the appeal process.

The Chief Engineer will hear the appeal and make a decision within 7 days of hearing the appeal. Decision of the Chief Engineer will be final and will be made in writing to the certificant.

If a certification is temporarily suspended, the certificant shall pass any applicable written examination and any proficiency examination, at the conclusion of the specified suspension period, prior to having the certification reinstated.

Measurement and Payment

Certified Erosion and Sediment Control/Stormwater Supervisor, Certified Foremen, Certified Installers and Certified Designer will be incidental to the project for which no direct compensation will be made.

PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:

(2-20-07) (Rev. 3-19-13)

105-16, 230, 801

SP1 G181

Water discharge from borrow pit sites shall not cause surface waters to exceed 50 NTUs (nephelometric turbidity unit) in streams not designated as trout waters and 10 NTUs in streams, lakes or reservoirs designated as trout waters. For lakes and reservoirs not designated as trout waters, the turbidity shall not exceed 25 NTUs. If the turbidity exceeds these levels due to natural background conditions, the existing turbidity level shall not be increased.

If during any operating day, the downstream water quality exceeds the standard, the Contractor shall do all of the following:

- (A) Either cease discharge or modify the discharge volume or turbidity levels to bring the downstream turbidity levels into compliance, or
- (B) Evaluate the upstream conditions to determine if the exceedance of the standard is due to natural background conditions. If the background turbidity measurements exceed the standard, operation of the pit and discharge can continue as long as the stream turbidity levels are not increased due to the discharge.
- (C) Measure and record the turbidity test results (time, date and sampler) at all defined sampling locations 30 minutes after startup and at a minimum, one additional sampling of all sampling locations during that 24-hour period in which the borrow pit is discharging.
- (D) Notify DWQ within 24 hours of any stream turbidity standard exceedances that are not brought into compliance.

During the Environmental Assessment required by Article 230-4 of the *2018 Standard Specifications*, the Contractor shall define the point at which the discharge enters into the State's

surface waters and the appropriate sampling locations. Sampling locations shall include points upstream and downstream from the point at which the discharge enters these waters. Upstream sampling location shall be located so that it is not influenced by backwater conditions and represents natural background conditions. Downstream sampling location shall be located at the point where complete mixing of the discharge and receiving water has occurred.

The discharge shall be closely monitored when water from the dewatering activities is introduced into jurisdictional wetlands. Any time visible sedimentation (deposition of sediment) on the wetland surface is observed, the dewatering activity will be suspended until turbidity levels in the stilling basin can be reduced to a level where sediment deposition does not occur. Staining of wetland surfaces from suspended clay particles, occurring after evaporation or infiltration, does not constitute sedimentation. No activities shall occur in wetlands that adversely affect the functioning of a wetland. Visible sedimentation will be considered an indication of possible adverse impacts on wetland use.

The Engineer will perform independent turbidity tests on a random basis. These results will be maintained in a log within the project records. Records will include, at a minimum, turbidity test results, time, date and name of sampler. Should the Department's test results exceed those of the Contractor's test results, an immediate test shall be performed jointly with the results superseding the previous test results of both the Department and the Contractor.

The Contractor shall use the *NCDOT Turbidity Reduction Options for Borrow Pits Matrix*, available at http://www.ncdot.gov/doh/operations/dp_chief_eng/roadside/fieldops/downloads/Files/TurbidityReductionOptionSheet.pdf to plan, design, construct, and maintain BMPs to address water quality standards. Tier I Methods include stilling basins which are standard compensatory BMPs. Other Tier I methods are noncompensatory and shall be used when needed to meet the stream turbidity standards. Tier II Methods are also noncompensatory and are options that may be needed for protection of rare or unique resources or where special environmental conditions exist at the site which have led to additional requirements being placed in the DWQ's 401 Certifications and approval letters, Isolated Wetland Permits, Riparian Buffer Authorization or a DOT Reclamation Plan's Environmental Assessment for the specific site. Should the Contractor exhaust all Tier I Methods on a site exclusive of rare or unique resources or special environmental conditions, Tier II Methods may be required by regulators on a case by case basis per supplemental agreement.

The Contractor may use cation exchange capacity (CEC) values from proposed site borings to plan and develop the bid for the project. CEC values exceeding 15 milliequivalents per 100 grams of soil may indicate a high potential for turbidity and should be avoided when dewatering into surface water is proposed.

No additional compensation for monitoring borrow pit discharge will be paid.

EMPLOYMENT:

(11-15-11) (Rev. 1-17-12)

108, 102

SP1 G184

Revise the *2012 Standard Specifications* as follows:

Page 1-20, Subarticle 102-15(O), delete and replace with the following:

(O) Failure to restrict a former
Department employee as prohibited by Article 108-5.

Page 1-65, Article 108-5 Character of Workmen, Methods, and Equipment, line 32, delete all of line 32, the first sentence of the second paragraph and the first word of the second sentence of the second paragraph.

RESOURCE CONSERVATION AND ENVIRONMENTALLY SUSTAINABLE PRACTICES:

(5-21-13) (Rev. 5-19-15)

104-13

SP1 G118

In accordance with North Carolina Executive Order 156, NCGS 130A-309.14(3), and NCGS 136-28.8, it is the objective of the Department to aid in the reduction of materials that become a part of our solid waste stream, to divert materials from landfills, to find ways to recycle and reuse materials, to consider and minimize, where economically feasible, the environmental impacts associated with agency land use and acquisition, construction, maintenance and facility management for the benefit of the Citizens of North Carolina.

To achieve the mission of reducing environmental impacts across the state, the Department is committed to supporting the efforts to initiate, develop and use products and construction methods that incorporate the use of recycled, solid waste products and environmentally sustainable practices in accordance with Article 104-13 of the *Standard Specifications*.

Report the quantities of reused or recycled materials either incorporated in the project or diverted from landfills and any practice that minimizes the environmental impact on the project annually on the Project Construction Reuse and Recycling Reporting Form. The Project Construction Reuse and Recycling Reporting Form and a location tool for local recycling facilities are available at:

<http://connect.ncdot.gov/resources/Environmental/Pages/North-Carolina-Recycling-Locations.aspx>.

Submit the Project Construction Reuse and Recycling Reporting Form by August 1 annually to valuemanagementunit@ncdot.gov. For questions regarding the form or reporting, please contact the State Value Management Engineer at 919-707-4810.

STABILIZATION REQUIREMENTS:

(3-11-16)

S-3

Stabilization for this project shall comply with the time frame guidelines as specified by the NCG-010000 general construction permit effective August 3, 2011 issued by the North Carolina Department of Environment and Natural Resources Division of Water Quality. Temporary or permanent ground cover stabilization shall occur within 7 calendar days from the last land-disturbing activity, with the following exceptions in which temporary or permanent ground cover shall be provided in 14 calendar days from the last land-disturbing activity:

- Slopes between 2:1 and 3:1, with a slope length of 10 ft. or less

- Slopes 3:1 or flatter, with a slope of length of 50 ft. or less
- Slopes 4:1 or flatter

The stabilization timeframe for High Quality Water (HQW) Zones shall be 7 calendar days with no exceptions for slope grades or lengths. High Quality Water Zones (HQW) Zones are defined by North Carolina Administrative Code 15A NCAC 04A.0105 (25). Temporary and permanent ground cover stabilization shall be achieved in accordance with the provisions in this contract and as directed.

SEEDING AND MULCHING:

(West)

The kinds of seed and fertilizer, and the rates of application of seed, fertilizer, and limestone, shall be as stated below. During periods of overlapping dates, the kind of seed to be used shall be determined. All rates are in pounds per acre.

Shoulder and Median Areas

August 1 - June 1

20# Kentucky Bluegrass
75# Hard Fescue
25# Rye Grain
500# Fertilizer
4000# Limestone

May 1 - September 1

20# Kentucky Bluegrass
75# Hard Fescue
10# German or Browntop Millet
500# Fertilizer
4000# Limestone

Areas Beyond the Mowing Pattern, Waste and Borrow Areas:

August 1 - June 1

100# Tall Fescue
15# Kentucky Bluegrass
30# Hard Fescue
25# Rye Grain
500# Fertilizer
4000# Limestone

May 1 - September 1

100# Tall Fescue
15# Kentucky Bluegrass
30# Hard Fescue
10# German or Browntop Millet
500# Fertilizer
4000# Limestone

Approved Tall Fescue Cultivars

06 Dust	Escalade	Justice	Scorpion
2 nd Millennium	Essential	Kalahari	Serengeti
3 rd Millennium	Evergreen 2		Shelby
Apache III	Falcon IV	Kitty Hawk 2000	Sheridan
Avenger	Falcon NG	Legitimate	Signia
Barlexas	Falcon V	Lexington	Silver Hawk
Barlexas II	Faith	LSD	Sliverstar
Bar Fa	Fat Cat	Magellan	Shenandoah Elite
Barrera	Festnova	Matador	Sidewinder
Barrington	Fidelity	Millennium SRP	Skyline
Barrobusto	Finelawn Elite	Monet	Solara
Barvado	Finelawn Xpress	Mustang 4	Southern Choice II
Biltmore	Finesse II	Ninja 2	Speedway
Bingo	Firebird	Ol' Glory	Spyder LS
Bizem	Firecracker LS	Olympic Gold	Sunset Gold
Blackwatch	Firenza	Padre	Taccoa
Blade Runner II	Five Point	Patagonia	Tanzania
Bonsai	Focus	Pedigree	Trio
Braveheart	Forte	Picasso	Tahoe II
Bravo	Garrison	Piedmont	Talladega
Bullseye	Gazelle II	Plantation	Tarheel
Cannavaro	Gold Medallion	Proseeds 5301	Terrano
Catalyst	Grande 3	Prospect	Titan ltd
Cayenne	Greenbrooks	Pure Gold	Titanium LS
Cessane Rz	Greenkeeper	Quest	Tracer
Chipper	Gremlin	Raptor II	Traverse SRP
Cochise IV	Greystone	Rebel Exeda	Tulsa Time
Constitution	Guardian 21	Rebel Sentry	Turbo
Corgi	Guardian 41	Rebel IV	Turbo RZ
Corona	Hemi	Regiment II	Tuxedo RZ
Coyote	Honky Tonk	Regenerate	Ultimate
Darlington	Hot Rod	Rendition	Venture
Davinci	Hunter	Rhambler 2 SRP	Umbrella
Desire	Inferno	Rembrandt	Van Gogh
Dominion	Innovator	Reunion	Watchdog
Dynamic	Integrity	Riverside	Wolfpack II
Dynasty	Jaguar 3	RNP	Xtremegreen
Endeavor	Jamboree	Rocket	

Approved Kentucky Bluegrass Cultivars:

4-Season	Blue Velvet	Gladstone	Quantum Leap
Alexa II	Blueberry	Granite	Rambo
America	Boomerang	Hampton	Rhapsody
Apollo	Brilliant	Harmonie	Rhythm
Arcadia	Cabernet	Impact	Rita
Aries	Champagne	Jefferson	Royce
Armada	Champlain	Juliet	Rubicon
Arrow	Chicago II	Jump Start	Rugby II
Arrowhead	Corsair	Keeneland	Shiraz
Aura	Courtyard	Langara	Showcase
Avid	Delight	Liberator	Skye
Award	Diva	Madison	Solar Eclipse
Awesome	Dynamo	Mercury	Sonoma
Bandera	Eagleton	Midnight	Sorbonne
Barduke	Emblem	Midnight II	Starburst
Barnique	Empire	Moon Shadow	Sudden Impact
Baroness	Envicta	Moonlight SLT	Total Eclipse
Barrister	Everest	Mystere	Touche
Barvette HGT	Everglade	Nu Destiny	Tsunami
Bedazzled	Excursion	NuChicago	Unique
Belissimo	Freedom II	NuGlade	Valor
Bewitched	Freedom III	Odyssey	Voyager II
Beyond	Front Page	Perfection	Washington
Blacksburg II	Futurity	Pinot	Zinfandel
Blackstone	Gaelic	Princeton 105	
Blue Note	Ginney II	Prosperity	

Approved Hard Fescue Cultivars:

Aurora II	Eureka II	Oxford	Scaldis II
Aurora Gold	Firefly	Reliant II	Spartan II
Berkshire	Granite	Reliant IV	Stonehenge
Bighorn GT	Heron	Rescue 911	
Chariot	Nordic	Rhino	

On cut and fill slopes 2:1 or steeper add 20# Sericea Lespedeza January 1 - December 31.

Fertilizer shall be 10-20-20 analysis. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as a 10-20-20 analysis and as directed.

Special Provisions

Special Provision Number 1 – 6" Thick Concrete Pad Description

This special provision shall include all labor and materials to construct the *6" thick concrete pad* in accordance with the construction drawings and the contract. Including the excavation, supplying and installing the aggregate base course and the class "A" concrete, supplying and installing the 6-mil plastic moisture barrier, and the required wire mesh.

Materials

Refer to Division 10 of the NCDOT Standard Specifications for Roads and Structures January 2018.

Items

Aggregate Base Course	Section 1010
Portland Cement Concrete Production and Delivery	Section 1000
Reinforcing Steel	Section 1070

Construction Methods

Install the 6" Thick Concrete Pad in accordance with the construction plans page C6.0.

Measurement and Payment

The 6" thick concrete pad shall be measured and paid for in units of square foot which shall include but not be limited to excavating, supplying and installing the aggregate base course and the class "A" concrete, supplying and installing the 6 mil plastic moisture barrier, and the required wire mesh.

Pay Item

6" Thick Concrete Pad

Pay Unit

SF

Special Provision Number 2 – Seat Wall Description

This special provision shall include all labor and materials to construct the *Seat Wall* in accordance with the construction drawings and the contract. Including but not limited to all foundations concrete masonry units, grout, aggregate backfill material, steel reinforcement, mechanical ties and stone veneer.

Materials

Incidental Concrete Construction	Section 825
Portland Cement Concrete Production and Delivery	Section 1000
Aggregate Base Course	Section 1010
Foundation Excavation	Section 410
Block Masonry Construction	Section 834
Steel Bar Reinforcement	Section 1070

Submittals

- A. Samples of stone blocks for initial selection showing sizes and the full extent of the colors.
- B. Color selection samples: Mortar.

Construction Methods

Install the Seat Wall in accordance with the construction plans page LD2.0.

Measurement and Payment

Seat Wall shall be measured and paid for per square feet of the completed stone veneer construction and paid for by the square foot. This shall include but is not limited to foundations, concrete masonry units, grout, aggregate backfill material, steel reinforcement, mechanical ties and stone veneer as per the construction documents. No measure will be made of the foundation components, as these will be considered incidental to the installation.

Pay Item	Pay Unit
Seat Wall	LF

Special Provision Number 3 – Split Rail Fence Description

This special provision shall include all labor and materials to construct the *Split Rail Fence* in accordance with the construction drawings and the contract. Including but not limited to all labor, wood components, nails, auger holes for post placement, and backfill around post when set.

Materials

Pressure Treated Wood (Pine)	Section 1082
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Construction Method

Install the Split Rail Fence in accordance with the construction plans page LD2.0.

Measurement and Payment

Split Rail Fence shall be measured along the finished, installed and accepted and paid for by the linear foot. This shall include but is not limited to all wood components, nails, auger holes for post placement, and backfill around post when set.

Pay Item	Pay Unit
Split Rail Fence	LF

Special Provision Number 4 – Decorative Light Poles with Fixtures Description

This special provision shall include all labor and materials to construct the *Decorative Light Poles with Fixtures* in accordance with the construction drawings and the contract. Including but not limited to all labor and materials in accordance with the construction details outlined on page LD2.1, LD2.2, and LD2.3 of the plans.

Materials

Treated Wood Members	Section 1082
Incidental Concrete Construction	Section 825
Portland Cement Concrete Production and Delivery	Section 1000
Foundation Excavation	Section 410
Block Masonry Construction	Section 834
Steel Bar Reinforcement	Section 1070

Submittals

- A. Samples of stone blocks for initial selection showing sizes and the full extent of the colors.
- B. Color selection samples: Mortar.

Construction Method

Install the Decorative Light Poles with Fixtures in accordance with the construction plans page LD2.1, LD2.2, and LD2.3.

Measurement and Payment

Decorative Light Poles with Fixtures shall be measured by the finished, installed and accepted unit and paid for by per each. This shall include but is not limited to all of the individual components detailed on plan sheets LD2.1, LD2.2, and LD2.3.

Pay Item

Decorative Light Pole with Fixtures

Pay Unit

EA

Special Provision Number 5 – Polygon Structure Description

This special provision shall include all labor and materials to construct the *Polygon Structure* in accordance with the construction drawings and the contract. Including but not limited to all labor and materials in accordance with the construction details outlined on page LD2.4.

Materials

All materials utilized to construct the Polygon Structure shall be in accordance with the specifications as outlined in the construction plans on page LD2.4.

Construction Method

Install the Polygon Structure in accordance with the construction plans page LD2.4.

Measurement and Payment

Polygon Structure shall be measured by the finished, installed and accepted unit and paid for by per each. This shall include but are not limited to all the individual components detailed on plan sheets LD2.4.

Pay Item

Polygon Structure

Pay Unit

EA

Special Provision Number 6 – 17" x 12" Arch CSP Pipe Description

This special provision shall include all labor and materials to install the *17" x 12" Arch CSP Pipe* in accordance with the construction drawings and the contract. Including but not limited to all labor and materials in accordance with the construction details outlined on page C6.0 to adequately install the drainage pipe.

Materials

Corrugated Steel Culvert Pipe	Section 1032-3
Bedding Material	Section 1005
Select Material	Section 1016

Construction Method

Install the 17" x 12" Arch CSP Pipe Culvert in accordance with the construction plans page C6.0.

Measurement and Payment

The 17" x 12" Arch CSP Pipe shall be measured by the finished, installed and accepted unit and paid for by LF. This shall include but is not limited to all labor, pipe and backfill aggregate necessary to complete the installation in accordance with the construction plan sheet C6.0.

Pay Item	Pay Unit
17" x 12" Arch CSP Pipe	LF

Special Provision Number 7 – Electrical Plan Description

This special provision shall include all labor and materials to complete the *Electrical Plan* in accordance with the construction drawings and the contract. Including but not limited to all labor and materials in accordance with the construction details outlined on page E1.0.

Materials

All materials utilized to complete the Electrical Plan shall be in accordance with the specifications as outlined in the construction plans on page E1.0.

Construction Method

Complete the Electrical Plan in accordance with the construction plans page E1.0.

Measurement and Payment

The Electrical Plan shall be measured by the finished, installed and accepted unit and paid for by Lump Sum. This shall include but is not limited to all the individual components detailed on plan sheets E1.0.

Pay Item	Pay Unit
Electrical Plan	LS

Special Provision Number 8 – Contractor Instructions – Sales or Use Tax Statement Description

Each application for payment shall be accompanied by a North Carolina Sales or Use Tax Statement. The statement shall show the Invoice or Receipt Total, North Carolina Sales Tax paid, and which county the tax was paid to.

STANDARD SPECIAL PROVISION
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

General Statute 143C-6-11. (h) Highway Appropriation is hereby incorporated verbatim in this contract as follows:

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(D) of the *2018 Standard Specifications*.

GREENWAYS AND MULTI-USE PATHS:

(2-18-14)

BP-1

Description

This special provision provides for revisions to the *2018 Standard Specifications* for work on a greenway or multi-use path not designed or intended to carry highway traffic.

Materials

Refer to the *2018 Standard Specifications* except as noted in these Special Provisions. Use materials on the NCDOT Approved Products List (APL) where applicable.

Construction Methods

Construct Greenway in accordance with the contract plans, *2018 Standard Specifications* except as noted below:

SECTION	ARTICLE	PAGE	REVISION
235: Embankments	235-3(C): Embankment Compaction	2-24	Delete first sentence and replace with the following: Compact each layer for its full width to a density equal to at least 90% of that obtained by compacting a sample of the material in accordance with AASHTO T 99 as modified by the Department.
500: Fine Grading Subgrade	500-2(C): Compaction of Subgrade	5-1	Delete first sentence and replace with the following: Compact all material to a depth of up to 8 inches below the finished surface of the subgrade to a density equal to at least 92% of that obtained by compacting a sample of the material in accordance with AASHTO T 99 as modified by the Department.
500: Fine Grading Subgrade	500-3: Tolerances	5-2	Delete Article 500-3 and replace with the following: A tolerance of plus or minus one inch from the established greenway grade will be permitted after the subgrade has been graded to a uniform surface.
505: Aggregate Subgrade	505-3: Construction Methods	5-8	Delete first paragraph and replace with the following: Perform shallow undercut up to 12 inches as necessary to remove unsuitable material. If necessary, install geotextile for soil stabilization in accordance with Article 270-3. Place Class III select material or Class IV subgrade stabilization (standard size no. ABC) by end dumping on geotextiles. Do not operate heavy equipment on geotextiles until geotextiles are covered with Class III or ABC. Compact ABC to 92% or to the highest density that can be reasonably attained.
520: Aggregate Base Course	520-7: Shaping and Compaction	5-11	Delete first sentence in second paragraph and replace with the following: For both nuclear and ring tests, compact each layer of the base to a density equal to at least 92% of that obtained by compacting a sample of the material in accordance with AASHTO T 180 as modified by the Department. Delete the third paragraph.
610: Asphalt Concrete Plant Mix Pavements	610-10: Density Requirements	6-23	Delete Article 610-10 and replace with the following: Compact the asphalt plant mix to at least 85% of the maximum specific gravity.
610: Asphalt Concrete Plant Mix Pavements	610-13: Final Surface Testing and Acceptance	6-24	Delete Article 610-13.

SECTION	ARTICLE	PAGE	REVISION
848: Concrete Sidewalks	848-3: Construction Methods	8-31	Delete second paragraph and replace with the following: Construct concrete greenway based on the typical sections in the plans. Place groove joints at a spacing equal to the width of the greenway. Transverse Expansion Joints are required every 40 feet.

STANDARD SPECIAL PROVISION

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

General Statute 143C-6-11. (h) Highway Appropriation is hereby incorporated verbatim in this contract as follows:

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(E) of the *2012 Standard Specifications*.

STANDARD SPECIAL PROVISION

NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY

(5-17-11)

Z-3

Seed shall be sampled and tested by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory. When said samples are collected, the vendor shall supply an independent laboratory report for each lot to be tested. Results from seed so sampled shall be final. Seed not meeting the specifications shall be rejected by the Department of Transportation and shall not be delivered to North Carolina Department of Transportation warehouses. If seed has been delivered it shall be available for pickup and replacement at the supplier's expense.

Any re-labeling required by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory, that would cause the label to reflect as otherwise specified herein shall be rejected by the North Carolina Department of Transportation.

Seed shall be free from seeds of the noxious weeds Johnsongrass, Balloonvine, Jimsonweed, Witchweed, Itchgrass, Serrated Tussock, Showy Crotalaria, Smooth Crotalaria, Sicklepod, Sandbur, Wild Onion, and Wild Garlic. Seed shall not be labeled with the above weed species on the seed analysis label. Tolerances as applied by the Association of Official Seed Analysts will **NOT** be allowed for the above noxious weeds except for Wild Onion and Wild Garlic.

Tolerances established by the Association of Official Seed Analysts will generally be recognized. However, for the purpose of figuring pure live seed, the **found** pure seed and **found** germination percentages as reported by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory will be used. Allowances, as established by the NCDOT, will be recognized for minimum pure live seed as listed on the following pages.

The specifications for restricted noxious weed seed refers to the number per pound as follows:

<u>Restricted Noxious Weed</u>	<u>Limitations per Lb. Of Seed</u>	<u>Restricted Noxious Weed</u>	<u>Limitations per Lb. of Seed</u>
Blessed Thistle	4 seeds	Cornflower (Ragged Robin)	27 seeds
Cocklebur	4 seeds	Texas Panicum	27 seeds
Spurred Anoda	4 seeds	Bracted Plantain	54 seeds
Velvetleaf	4 seeds	Buckhorn Plantain	54 seeds
Morning-glory	8 seeds	Broadleaf Dock	54 seeds
Corn Cockle	10 seeds	Curly Dock	54 seeds
Wild Radish	12 seeds	Dodder	54 seeds
Purple Nutsedge	27 seeds	Giant Foxtail	54 seeds
Yellow Nutsedge	27 seeds	Horsenettle	54 seeds
Canada Thistle	27 seeds	Quackgrass	54 seeds
Field Bindweed	27 seeds	Wild Mustard	54 seeds
Hedge Bindweed	27 seeds		

Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass, Centipede and Fine or Hard Fescue shall not contain more than 5% inert matter whereas a maximum of 2% inert matter will be allowed on all other kinds of seed. In addition, all seed shall not contain more than 2% other crop seed nor more than 1% total weed seed. The germination rate as tested by the North Carolina Department of Agriculture shall not fall below 70%, which includes both dormant and hard seed. Seed shall be labeled with not more than 7%, 5% or 2% inert matter (according to above specifications), 2% other crop seed and 1% total weed seed.

Exceptions may be made for minimum pure live seed allowances when cases of seed variety shortages are verified. Pure live seed percentages will be applied in a verified shortage situation. Those purchase orders of deficient seed lots will be credited with the percentage that the seed is deficient.

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

Minimum 85% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 83% pure live seed will not be approved.

Sericea Lespedeza
Oats (seeds)

Minimum 80% pure live seed; maximum 1% total weed seed; maximum 2% total other crop; maximum 144 restricted noxious weed seed per pound. Seed less than 78% pure live seed will not be approved.

Tall Fescue (all approved varieties)
Bermudagrass
Kobe Lespedeza

Browntop Millet
Korean Lespedeza

German Millet – Strain R
Weeping Lovegrass

Clover – Red/White/Crimson
Carpetgrass

Minimum 78% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 76% pure live seed will not be approved.

Common or Sweet Sundangrass

Minimum 76% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 74% pure live seed will not be approved.

- Rye (grain; all varieties)
- Kentucky Bluegrass (all approved varieties)
- Hard Fescue (all approved varieties)
- Shrub (bicolor) Lespedeza

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 noxious weed seed per pound. Seed less than 70% pure live seed will not be approved.

- Centipedegrass
- Japanese Millet
- Crownvetch
- Reed Canary Grass
- Pensacola Bahiagrass
- Zoysia
- Creeping Red Fescue

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 5% inert matter; maximum 144 restricted noxious weed seed per pound.

- Barnyard Grass
- Big Bluestem
- Little Bluestem
- Bristly Locust
- Birdsfoot Trefoil
- Indiangrass
- Orchardgrass
- Switchgrass
- Yellow Blossom Sweet Clover

STANDARD SPECIAL PROVISION

PLANT AND PEST QUARANTINES

(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)

(3-18-03)

Z-04a

Within Quarantined Area

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a Quarantined County

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.com/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

STANDARD SPECIAL PROVISION

AWARD OF CONTRACT

(6-28-77)

Z-6

“The North Carolina Department of Transportation, in accordance with the provisions of *Title VI of the Civil Rights Act of 1964* (78 Stat. 252) and the Regulations of the Department of Transportation (49 C.F.R., Part 21), issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin”.

STANDARD SPECIAL PROVISION

MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS

Z-7

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (*EXECUTIVE NUMBER 11246*)

1. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, see as shown on the attached sheet entitled "Employment Goals for Minority and Female participation".

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in *41 CFR Part 60-4* shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in *41 CFR 60-4.3(a)*, and its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project or the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the executive Order and the regulations in *41 CFR Part 60-4*. Compliance with the goals will be measured against the total work hours performed.

2. As used in this Notice and in the contract resulting from this solicitation, the "covered area" is the county or counties shown on the cover sheet of the proposal form and contract.

**EMPLOYMENT GOALS FOR MINORITY
AND FEMALE PARTICIPATION**

Economic Areas

Area 023 29.7%

Bertie County
Camden County
Chowan County
Gates County
Hertford County
Pasquotank County
Perquimans County

Area 024 31.7%

Beaufort County
Carteret County
Craven County
Dare County
Edgecombe County
Green County
Halifax County
Hyde County
Jones County
Lenoir County
Martin County
Nash County
Northampton County
Pamlico County
Pitt County
Tyrrell County
Washington County
Wayne County
Wilson County

Area 025 23.5%

Columbus County
Duplin County
Onslow County
Pender County

Area 026 33.5%

Bladen County
Hoke County
Richmond County
Robeson County
Sampson County
Scotland County

Area 027 24.7%

Chatham County
Franklin County
Granville County
Harnett County
Johnston County
Lee County
Person County
Vance County
Warren County

Area 028 15.5%

Alleghany County
Ashe County
Caswell County
Davie County
Montgomery County
Moore County
Rockingham County
Surry County
Watauga County
Wilkes County

Area 029 15.7%

Alexander County
Anson County
Burke County
Cabarrus County
Caldwell County
Catawba County
Cleveland County
Iredell County
Lincoln County
Polk County
Rowan County
Rutherford County
Stanly County

Area 0480 8.5%

Buncombe County
Madison County

Area 030 6.3%

Avery County
Cherokee County
Clay County
Graham County
Haywood County
Henderson County
Jackson County
McDowell County
Macon County
Mitchell County
Swain County
Transylvania County
Yancey County

SMSA Areas

Area 5720 26.6%
Currituck County

Area 9200 20.7%
Brunswick County
New Hanover County

Area 2560 24.2%
Cumberland County

Area 6640 22.8%
Durham County
Orange County
Wake County

Area 1300 16.2%
Alamance County

Area 3120 16.4%
Davidson County
Forsyth County
Guilford County
Randolph County
Stokes County
Yadkin County

Area 1520 18.3%
Gaston County
Mecklenburg County
Union County

Goals for Female

Participation in Each Trade

(Statewide) 6.9%

STANDARD SPECIAL PROVISION

ON-THE-JOB TRAINING

(10-16-07) (Rev. 4-21-15)

Z-10

Description

The North Carolina Department of Transportation will administer a custom version of the Federal On-the-Job Training (OJT) Program, commonly referred to as the Alternate OJT Program. All contractors (existing and newcomers) will be automatically placed in the Alternate Program. Standard OJT requirements typically associated with individual projects will no longer be applied at the project level. Instead, these requirements will be applicable on an annual basis for each contractor administered by the OJT Program Manager.

On the Job Training shall meet the requirements of 23 CFR 230.107 (b), 23 USC – Section 140, this provision and the On-the-Job Training Program Manual.

The Alternate OJT Program will allow a contractor to train employees on Federal, State and privately funded projects located in North Carolina. However, priority shall be given to training employees on NCDOT Federal-Aid funded projects.

Minorities and Women

Developing, training and upgrading of minorities and women toward journeyman level status is a primary objective of this special training provision. Accordingly, the Contractor shall make every effort to enroll minority and women as trainees to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

Assigning Training Goals

The Department, through the OJT Program Manager, will assign training goals for a calendar year based on the contractors' past three years' activity and the contractors' anticipated upcoming year's activity with the Department. At the beginning of each year, all contractors eligible will be contacted by the Department to determine the number of trainees that will be assigned for the upcoming calendar year. At that time the Contractor shall enter into an agreement with the Department to provide a self-imposed on-the-job training program for the calendar year. This agreement will include a specific number of annual training goals agreed to by both parties. The number of training assignments may range from 1 to 15 per contractor per calendar year. The Contractor shall sign an agreement to fulfill their annual goal for the year.\

Training Classifications

The Contractor shall provide on-the-job training aimed at developing full journeyman level workers in the construction craft/operator positions. Preference shall be given to providing training in the following skilled work classifications:

Equipment Operators	Office Engineers
Truck Drivers	Estimators
Carpenters	Iron / Reinforcing Steel Workers
Concrete Finishers	Mechanics
Pipe Layers	Welders

The Department has established common training classifications and their respective training requirements that may be used by the contractors. However, the classifications established are not all-inclusive. Where the training is oriented toward construction applications, training will be allowed in lower-level management positions such as office engineers and estimators. Contractors shall submit new classifications for specific job functions that their employees are performing. The Department will review and recommend for acceptance to FHWA the new classifications proposed by contractors, if applicable. New classifications shall meet the following requirements:

Proposed training classifications are reasonable and realistic based on the job skill classification needs, and

The number of training hours specified in the training classification is consistent with common practices and provides enough time for the trainee to obtain journeyman level status.

The Contractor may allow trainees to be trained by a subcontractor provided that the Contractor retains primary responsibility for meeting the training and this provision is made applicable to the subcontract. However, only the Contractor will receive credit towards the annual goal for the trainee.

Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman level status or in which they have been employed as a journeyman.

Records and Reports

The Contractor shall maintain enrollment, monthly and completion reports documenting company compliance under these contract documents. These documents and any other information as requested shall be submitted to the OJT Program Manager.

Upon completion and graduation of the program, the Contractor shall provide each trainee with a certification Certificate showing the type and length of training satisfactorily completed.

Trainee Interviews

All trainees enrolled in the program will receive an initial and Trainee/Post graduate interview conducted by the OJT program staff.

Trainee Wages

Contractors shall compensate trainees on a graduating pay scale based upon a percentage of the prevailing minimum journeyman wages (Davis-Bacon Act). Minimum pay shall be as follows:

60 percent	of the journeyman wage for the first half of the training period
75 percent	of the journeyman wage for the third quarter of the training period
90 percent	of the journeyman wage for the last quarter of the training period

In no instance shall a trainee be paid less than the local minimum wage. The Contractor shall adhere to the minimum hourly wage rate that will satisfy both the NC Department of Labor (NCDOL) and the Department.

Achieving or Failing to Meet Training Goals

The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and who receives training for at least 50 percent of the specific program requirement. Trainees will be allowed to be transferred between projects if required by the Contractor's scheduled workload to meet training goals.

If a contractor fails to attain their training assignments for the calendar year, they may be taken off the NCDOT's Bidders List.

Measurement and Payment

No compensation will be made for providing required training in accordance with these contract documents.

STANDARD SPECIAL PROVISION
MINIMUM WAGES
GENERAL DECISION NC180099 01/05/2018 NC99

Z-099

Date: January 5, 2018

General Decision Number: NC180099 01/05/2018 NC99

Superseded General Decision Numbers: NC20170099

State: North Carolina

Construction Type: HIGHWAY

COUNTIES:

Alleghany	Ashe	Avery	Cherokee	Clay	Cleveland	Graham
Jackson	Lincoln	Macon	McDowell	Mitchell	Polk	Rutherford
Surry	Swain	Transylvania	Watauga	Wilkes	Yancey	

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract for calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2) – (60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number
0

Publication Date
01/05/2018

	Rates	Fringes
BLASTER	21.83	
CARPENTER	12.54	
CEMENT MASON/CONCRETE FINISHER	14.10	
ELECTRICIAN		
Electrician	19.19	2.39
Telecommunications Technician	15.13	
IRONWORKER	14.53	
LABORER		
Asphalt Raker and Spreader	12.23	
Asphalt Screed/Jackman	15.22	
Carpenter Tender	10.00	
Cement Mason/Concrete Finisher Tender	12.26	
Common or General	10.68	
Guardrail/Fence Installer	13.43	
Pipelay	12.22	
Traffic Signal/Lighting Installer	15.85	
PAINTER		
Bridge	19.62	
POWER EQUIPMENT OPERATORS		
Asphalt Broom Tractor	11.00	
Bulldozer Fine	16.20	
Bulldozer Rough	13.89	
Concrete Grinder/Groover	24.86	
Crane Boom Trucks	14.44	.53
Crane Other	19.59	
Crane Rough/All-Terrain	21.25	
Drill Operator Rock	15.25	
Drill Operator Structure	20.92	
Excavator Fine	16.11	
Excavator Rough	13.10	
Grader/Blade Fine	19.24	
Grader/Blade Rough	13.07	
Loader 2 Cubic Yards or Less	13.38	
Loader Greater Than 2 Cubic Yards	16.01	
Material Transfer Vehicle (Shuttle Buggy)	17.39	
Mechanic	18.51	
Milling Machine	13.88	
Off-Road Hauler/Water Tanker	13.87	
Oiler/Greaser	14.98	
Pavement Marking Equipment	13.33	
Paver Asphalt	15.68	.05
Roller Asphalt Breakdown	14.05	.06

	Rates	Fringes
Roller Asphalt Finish	14.98	.04
Roller Other	11.75	
Scraper Finish	13.87	
Scraper Rough	11.53	
Slip Form Machine	20.79	
Tack Truck/Distributor Operator	14.67	.06
TRUCK DRIVER		
GVWR of 26,000 Lbs or Less	11.72	
GVWR of 26,000 Lbs or Greater	13.50	

Welders – Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana.

2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data.

EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- *an existing published wage determination
- *a survey underlying a wage determination
- *a Wage and Hour Division letter setting forth a position on a wage determination matter
- *a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division

U. S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

Town of Beech Mountain

BID FORM

WBS No.: 44480

Date: 6/28/2018

County: Avery

**Description: Side Path project 0.2 miles north of the south Town limits to Christie Way
including a walkway, pedestrian crossing, storm drainage, lighting, and signage.**

LINE ITEM	STD. ITEM NO.	SECT.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1		800	Mobilization	1	LS	12,000.00	12,000.00
2		801	Construction Surveying	1	LS	9,600.00	9,600.00
3		226	Comprehensive Grading	1	LS	78,000.00	78,000.00
4		610	2" ACSC, Type SF9.5A	55	TN	366.00	20,130.00
5		520	6" Compacted ABC Stone	150	TN	78.00	11,700.00
6		1605	Temporary Silt Fence	450	LF	8.40	3,780.00
7		1633	Temporary Rock Silt Checks	5	EA	900.00	4,500.00
8		1635	Rock Pipe Inlet Sediment Trap	1	EA	960.00	960.00
9		1660	Seeding and Mulching	0.25	AC	9,600.00	2,400.00
10		901	Contractor Furnished, Type A Signs	22.5	SF	37.20	837.00
11		903	Supports, 2-lb Steel U-Channel	4	EA	240.00	960.00
12		904	Sign Erection, Type A (Ground Mtd.)	2	EA	150.00	300.00
13		1670	Trees	12	EA	1,440.00	17,280.00
14		1670	Shrubs	28	EA	108.00	3,024.00
15		1670	Perennials	421	EA	30.00	12,630.00
16		1101	Work Zone Traffic Control	1	LS	7,200.00	7,200.00
17		310	12" HDPE Pipe Culverts	30	LF	48.00	1,440.00
18		SP-1	6" Thick Concrete Pad	184	SF	15.00	2,760.00
19		SP-2	Seat Wall	24	LF	1,000.00	24,000.00
20		SP-3	Split Rail Fence	52	LF	48.00	2,496.00
21		SP-4	Decorative Light Poles with Fixtures	7	EA	6,000.00	42,000.00
22		SP-5	Polygon Structure	1	EA	36,000.00	36,000.00
23		SP-6	17" x 12" Arch CSP Pipe	20	LF	60.00	1,200.00
24		SP-7	Electrical Plan	1	LS	14,400.00	14,400.00
Three hundred nine thousand five hundred ninety-seven dollars and zero cents						TOTAL BID AMOUNT	309,597.00

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

CORPORATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

M & M Construction of Banner Elk, Inc.

Full name of Corporation

P.O. Box 695 Banner Elk, NC 28604

Address as Prequalified

Attest

Bill Cook
Secretary/Assistant Secretary
Select appropriate title

By

Michelle Garner
President/Vice President/Assistant Vice President
Select appropriate title

Bill Cook

Print or type Signer's name

Michelle Garner

Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

25TH day of FEBRUARY 2019.

Jon M. Clark

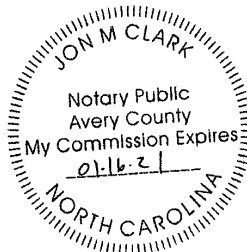
Signature of Notary Public

of AVEY County

State of NORTH CAROLINA

My Commission Expires: 01-16-21

NOTARY SEAL



DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Municipality if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Municipality, or has become erroneous because of changed circumstances.
2. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Municipality project representative.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in Municipal contracts, unless authorized by the Municipality.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Municipality, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Municipality may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

☐ Check here if an explanation is attached to this certification.

Contract No. 44480
County Avery

Rev. 7-25-17

**STATE OF NORTH CAROLINA
TOWN OF BEECH MOUNTAIN
RALEIGH, NC**

BID BOND

Principal: M & M Construction of Banner Elk, Inc.
Name of Principal Contractor
Surety: Philadelphia Indemnity Insurance Company
Name of Surety
Contract Number: 44480 (Side Path along NC 184) County: Avery
Date of Bid: February 26, 2019

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the **TOWN OF BEECH MOUNTAIN** in the full and just sum of five (5) percent of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the proposal, and if the **TOWN OF BEECH MOUNTAIN** shall award a contract to the Principal, the Principal shall, within ten (10) calendar days after written notice of award is received by him, provide bonds with good and sufficient surety, as required for the faithful performance of the contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal requests permission to withdraw his bid due to mistake in accordance with the provisions of Article 103-3 of the *Standard Specifications for Roads and Structures*, the conditions and obligations of this Bid Bond shall remain in full force and effect until the **TOWN OF BEECH MOUNTAIN** makes a final determination to either allow the bid to be withdrawn or to proceed with award of the contract. In the event a determination is made to award the contract, the Principal shall have ten (10) calendar days to comply with the requirements set forth above. In the event the Principal withdraws its bid after bids are opened except as provided in Article 103-3, or after award of the contract has been made fails to execute such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the bid bond shall be immediately paid to the **TOWN OF BEECH MOUNTAIN** as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

This the 26th day of February, 2019

Philadelphia Indemnity Insurance Company
Surety

By Wendy E. Lahm
General Agent or Attorney-in-Fact Signature

Seal of Surety

Wendy E. Lahm, Attorney-in-Fact
Print or type Signer's Name

Contract No. 44480
County Avery

Rev. 7-25-17

BID BOND

CORPORATION

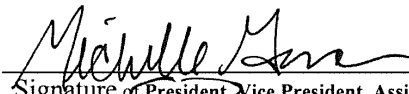
SIGNATURE OF CONTRACTOR (Principal)

M & M Construction of Banner Elk, Inc.

Full name of Corporation

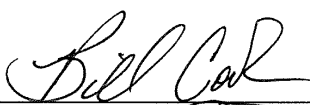
P.O. Box 695 Banner Elk, NC 28604

Address as prequalified

By 
Signature of President, Vice President, Assistant Vice President
Select appropriate title

Michelle Garner
Print or type Signer's name

Affix Corporate Seal

Attest 
Signature of Secretary, Assistant Secretary
Select appropriate title

Bill Cook
Print or type Signer's name

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Bradford W. Gibson, Angela M. Yount, Debra S. Ritter, Martin D. Pallazza, Raymond J. Garruto, Jenny Snell, H. Thomas Dawkins, Wendy E. Lahm, and Robert C. Tresher of A Marsh McLennan Agency, LLC Company of the City of Charlotte in the State of North Carolina, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

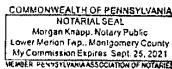
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)



Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

Morgan Knapp

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 26th day of February, 2019.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Contract No. _____
County _____

Rev. 11-1-12

Town of Beech Mountain

CONTRACT PAYMENT BOND

Date of Payment Bond Execution _____
Name of Principal Contractor _____
Name of Surety: _____
Name of Contracting Body: _____
Amount of Bond: _____
Contract ID No.: _____
County Name: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contract No. _____
County _____

Rev. 11-1-12

CONTRACT PAYMENT BOND

Affix Seal of Surety Company

Print or type Surety Company Name

By

Print, stamp or type name of Attorney-in-Fact

Signature of Attorney-in-Fact

Signature of Witness

Print or type Signer's name

Address of Attorney-in-Fact

Contract No. _____
County _____

Rev. 11-1-12

CONTRACT PAYMENT BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Full name of Corporation

Address as prequalified

By _____
Signature of President, Vice President, Assistant Vice President
Select appropriate title

Print or type Signer's name

Affix Corporate Seal

Attest _____
Signature of Secretary, Assistant Secretary
Select appropriate title

Print or type Signer's name

Contract No. 44480
County Avery

Rev. 4-19-11

CONTRACT PAYMENT BOND

Attach certified copy of Power of Attorney to this sheet

Contract No. _____
County _____

Rev. 11-1-12

Town of Beech Mountain

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: _____

Name of Principal Contractor: _____

Name of Surety: _____

Name of Contracting Body: _____

Amount of Bond: _____

Contract ID No.: _____

County Name: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contract No. _____
County _____

Rev. 11-1-12

CONTRACT PERFORMANCE BOND

Affix Seal of Surety Company

Print or type Surety Company Name

By _____
Print, stamp or type name of Attorney-in-Fact

Signature of Attorney-in-Fact

Signature of Witness

Print or type Signer's name

Address of Attorney-in-Fact

Contract No. _____
County _____

Rev. 11-1-12

CONTRACT PERFORMANCE BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Full name of Corporation

Address as prequalified

By _____
Signature of President, Vice President, Assistant Vice President
Select appropriate title

Print or type Signer's name

Affix Corporate Seal

Attest _____
Signature of Secretary, Assistant Secretary
Select appropriate title

Print or type Signer's name

Contract No. _____
County _____

Rev. 4-19-11

CONTRACT PERFORMANCE BOND

Attach certified copy of Power of Attorney to this sheet

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

CONTRACT:	NAME OF BIDDER:
-----------	-----------------

The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the Local Public Agency as:

Name of MBE/WBE/DBE Subcontractor _____
Address _____
City _____ State _____ Zip _____

Please check all that apply:
Minority Business Enterprise (MBE) _____
Women Business Enterprise (WBE) _____
Disadvantaged Business Enterprise (DBE) _____

The MBE /WBE /DBE status of the above named subcontractor is certified by the North Carolina Department of Transportation. The above named subcontractor is prepared to perform the described work listed on the attached MBE/WBE/DBE Commitment Items sheet, in connection with the above contract upon execution of the bid and subsequent award of contract by the Local Public Agency. The above named subcontractor is prepared to perform the described work at the estimated Commitment Total for Subcontractor Price identified on the MBE/WBE/DBE Commitment Items sheet and amount indicated below.

Commitment Total based on estimated Unit Prices and Quantities on the "attached" MBE/WBE/DBE Commitment Items sheet:

Amount \$ _____

The above named bidder and subcontractor mutually accepts the Commitment Total estimated for the Unit Prices and Quantities. This commitment total is based on estimated quantities only and most likely will vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the MBE/WBE/DBE subcontractor.

Affirmation

The above named MBE/ WBE/ DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

Name of MBE/ WBE/ DBE Subcontractor

Signature / Title

Date

Name of Bidder

Signature / Title

Date

WBS No. 44480

County: Avery

ACCEPTED BY
Town of Beech
Mountain

Mayor

Date

Execution of Contract and Bonds
Approved as to Form:

City Attorney

LISTING OF DBE SUBCONTRACTORS					
Firm Name and Address		Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name	NONE				
Address					
Name					
Address					
Name					
Address					
Name					
Address					
Name					
Address					

This form must be completed in order for the Bid to be considered responsive and be publicly read.
 Bidders with no DBE participation must so indicate this on the form by entering the word or number *zero*.

MISC2

Rev 9-26-11

LISTING OF DBE SUBCONTRACTORS					Sheet 2	of 2
Firm Name and Address		Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item	
Name	NONE					
Address						
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						

* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the DBE subcontractor, and these prices will be used to determine the percentage of the DBE participation in the contract.

** Dollar Volume of DBE Subcontractor \$ 0.00
Percentage of Total Contract Bid Price 0 %

** - Must have entry even if figure to be entered is zero.

** - If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.
If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.

**This form must be completed in order for the Bid to be considered responsive and be publicly read.
Bidders with no DBE participation must so indicate this on the form by entering the word or number zero.**

MISC2

Rev 9-26-11



COUNCIL ACTION ITEM

TO: Mayor and Town Council
FROM: Robert Heaton
DATE: March 12, 2019
SUBJECT: Discussion of Requiring Participation for Paving New Roads

FOR THE PURPOSE OF:

Since incorporation, the Town has followed NC State Statute regarding the paving of new roads and streets within the Town Limits.

SUPPORTING DOCUMENTS:

Letter of request, the cost of the project broken down by street frontage and map of the adjacent owners.

FINANCIAL IMPLICATIONS:

The Town would bare \$80,900 if there is cost sharing. Should the Council elect to fund the full pavement, the cost is \$161,800 approximately.

GENERAL IMPLICATIONS:

Discussion of following past procedures or making an exception to paving of new streets.

STAFF RECOMMENDATION:

Council Discretion

SIGNATURES:

Town Manager

Town Clerk

Article 10.

Special Assessments.

§ 160A-216. Authority to make special assessments.

Any city is authorized to make special assessments against benefited property within its corporate limits for:

- (1) Constructing, reconstructing, paving, widening, installing curbs and gutters, and otherwise building and improving streets;
- (2) Constructing, reconstructing, paving, widening, and otherwise building or improving sidewalks in any public street;
- (3) Constructing, reconstructing, extending, and otherwise building or improving water systems;
- (4) Constructing, reconstructing, extending, or otherwise building or improving sewage collection and disposal systems of all types, including septic tank systems or other on-site collection or disposal facilities or systems;
- (5) Constructing, reconstructing, extending, and otherwise building or improving storm sewer and drainage systems. (1971, c. 698, s. 1; 1975, c. 664, s. 8; 1979, c. 619, s. 12.)

§ 160A-217. Petition for street or sidewalk improvements.

(a) A city shall have no power to levy special assessments for street or sidewalk improvements unless it receives a petition for the improvements signed by at least a majority in number of the owners of property to be assessed, who must represent at least a majority of all the lineal feet of frontage of the lands abutting on the street or portion thereof to be improved. Unless the petition specifies another percentage, not more than fifty percent (50%) of the cost of the improvement may be assessed (not including the cost of improvements made at street intersections).

(b) Property owned by the United States shall not be included in determining the lineal feet of frontage on the improvement, nor shall the United States be included in determining the number of owners of property abutting the improvement. Property owned by the State of North Carolina shall be included in determining frontage and the number of owners only if the State has consented to assessment in the manner provided in G.S. 160A-221. Property owned by railroad companies shall be included in determining frontage and the number of owners to the extent that the property is subject to assessment under G.S. 160A-222. Property owned by railroad companies that is not subject to assessment shall not be included in determining frontage and the number of owners. If it is necessary to exclude property owned by the United States, the State of North Carolina, or a railroad company in order to obtain a valid petition under subsection (a), not more than fifty percent (50%) of the cost (not including the cost of improvement at street intersections) may be assessed unless all of the owners subject to assessment agree to a higher percentage.

(c) No right of action or defense asserting the invalidity of street or sidewalk assessments on grounds that the city did not comply with this section in securing a valid petition shall be asserted except in an action or proceeding begun within 90 days after publication of the notice of adoption of the preliminary assessment resolution. (1915, c. 56, ss. 4, 5; C.S., ss. 2706, 2707; 1955, c. 675; 1963, c. 1000, s. 1; 1971, c. 698, s. 1; 1973, c. 426, s. 33.)

§ 160A-218. Basis for making assessments.

Assessments may be made on the basis of:

- (1) The frontage abutting on the project, at an equal rate per foot of frontage, or
- (2) The area of land served, or subject to being served, by the project, at an equal rate per unit of area, or
- (3) The value added to the land served by the project, or subject to being served by it, being the difference between the appraised value of the land without improvements as shown on the tax records of the county, and the appraised value of the land with improvements according to the appraisal standards and rules adopted by the county at its last revaluation, at an equal rate per dollar of value added; or
- (4) The number of lots served, or subject to being served, where the project involves extension of an existing system to a residential or commercial subdivision, at an equal rate per lot; or
- (5) A combination of two or more of these bases.

Whenever the basis selected for assessment is either area or value added, the council may provide for the laying out of benefit zones according to the distance of benefited property from the project being undertaken, and may establish differing rates of assessment to apply uniformly throughout each benefit zone.

For each project, the council shall endeavor to establish an assessment method from among the bases set out in this section which will most accurately assess each lot or parcel of land according to the benefit conferred upon it by the project. The council's decision as to the method of assessment shall be final and conclusive and not subject to further review or challenge. (1971, c. 698, s. 1.)

§ 160A-219. Corner lot exemptions.

The council shall have authority to establish schedules of exemptions from assessments for corner lots when a project is undertaken along both sides of such lots. The schedules of exemptions shall be based on categories of land use (residential, commercial, industrial, or agricultural) and shall be uniform for each category. The schedule of exemptions may not provide exemption of more than seventy-five percent (75%) of the frontage of any side of a corner lot, or 150 feet, whichever is greater. (1971, c. 698, s. 1.)

§ 160A-220. Lands exempt from assessment.

No lands within a city, except as herein provided, shall be exempt from special assessments except lands belonging to the United States that are exempt under the provisions of federal statutes. (1971, c. 698, s. 1.)

§ 160A-221. Assessments against lands owned by the State.

When any city proposes to make local improvements that would benefit lands owned by the State of North Carolina or any board, agency, commission, or institution thereof, the council may request the Council of State to consent to special assessments against the property. The Council of State may authorize the Secretary of Administration to give consent for special assessments against State property, but the city may appeal to the Council of State if the Secretary of Administration refuses to give consent. When consent is given for special assessments against State lands, the Council of State may direct that the assessment be paid from the Contingency and Emergency Fund of the State of North Carolina or from any other available funds. If consent to the assessment

is refused, the state-owned property shall be exempt from assessment. (1971, c. 698, s. 1; 1975, c. 879, s. 46.)

§ 160A-222. Assessments against railroads.

Assessments shall not be made against land owned, leased or controlled by a railroad company, except that if there is a building on the land, the portion of railroad property subject to assessment shall be a lot whose frontage equals the actual front footage occupied by the building plus 25 feet on each side thereof, but not more than the amount of land owned, leased, or controlled by the railroad. If a building is placed on land that would have been subject to assessment but for the limitations imposed by this section after an improvement is made, then the railroad company shall be subject to an assessment without interest on the same basis as if the building had been on the property when the improvement was made.

It is the intent of this section to make uniform the law concerning assessments against railroads. To this end, all provisions of law, whether general or local, in conflict with this section are repealed; and no local act taking effect on or after January 1, 1972, shall be construed to modify, amend, or repeal any portion of this section unless it shall specifically so provide by reference hereto. (1965, c. 839, s. 2; 1971, c. 698, s. 1.)

§ 160A-223. Preliminary resolution; contents.

Whenever the council decides to finance a proposed project by special assessments, it shall first adopt a preliminary resolution that shall contain the following:

- (1) A statement of intent to undertake the project;
 - (2) A general description of the nature and location of the project;
 - (3) A statement as to the proposed basis for making assessments, which shall include a general description of the boundaries of the area benefited if the basis of assessment is either area or value added;
 - (4) A statement as to the percentage of the cost of the work that is to be assessed;
 - (5) A statement as to which, if any, assessments shall be held in abeyance and for how long;
 - (6) A statement as to the proposed terms of payment of the assessment; and
 - (7) An order setting a time and place for a public hearing on all matters covered by the preliminary resolution which shall be not earlier than three weeks nor later than 10 weeks from the date of the adoption of the preliminary resolution.
- (1971, c. 698, s. 1.)

§ 160A-224. Notice of preliminary resolution.

At least 10 days before the date set for the public hearing, the council shall publish a notice that a preliminary assessment resolution has been adopted and that a public hearing will be held on it at a specified time and place. The notice shall generally describe the nature and location of the improvement. In addition, at least 10 days prior to the hearing, the council shall cause a copy of the preliminary resolution to be mailed to the owners, as shown on the county tax records, of all property subject to assessment if the project should be undertaken. The person designated to mail these resolutions shall file with the council a certificate showing that they were mailed by first-class mail and on what date. The certificate shall be conclusive as to compliance with the mailing provisions of this section in the absence of fraud. (1971, c. 698, s. 1.)

§ 160A-225. Hearing on preliminary resolution; assessment resolution.

At the public hearing, the council shall hear all interested persons who appear with respect to any matter covered by the preliminary resolution. After the public hearing, the council may adopt a resolution directing that the project or portions thereof be undertaken. The assessment resolution shall describe the project in general terms (which may be by reference to projects described in the preliminary resolution) and shall set forth the following:

- (1) The basis on which the special assessments shall be levied, together with a general description of the boundaries of the area benefited if the basis of assessment is either area or value added;
- (2) The percentage of the cost to be specially assessed;
- (3) The terms of payment, including the conditions under which assessments are to be held in abeyance, if any.

The percentage of cost to be assessed may not be different from the percentage proposed, and the projects authorized may not be greater in scope than the projects described in the preliminary resolution. If the council decides that a different percentage of the cost should be assessed than that proposed in the preliminary resolution, or that any project should be enlarged, it shall adopt and advertise a new preliminary resolution as herein provided. (1915, c. 56, s. 6; C.S., s. 2708; 1971, c. 698, s. 1.)

§ 160A-226. Determination of costs.

When the project is complete, the council shall ascertain the total cost. In addition to construction costs, the cost of all necessary legal services, the amount of interest paid during construction, costs of rights-of-way, and the costs of publication of notices and resolutions may be included. The determination of the council as to the total cost of any project shall be conclusive. (1915, c. 56, s. 9; C.S., s. 2711; 1971, c. 698, s. 1.)

§ 160A-226.1. Discounts authorized.

The council is authorized to establish a schedule of discounts to be applied to assessments paid before the expiration of 30 days from the date that notice is published of confirmation of the assessment roll pursuant to G.S. 160A-229. Such a schedule of discounts may be established even though it was not included among the terms of payment as specified in the preliminary assessment resolution or assessment resolution. The amount of any discount may not exceed thirty percent (30%). (1983, c. 381, s. 4.)

§ 160A-227. Preliminary assessment roll; publication.

When the total cost of a project has been determined, the council shall have a preliminary assessment roll prepared. The preliminary roll shall contain a brief description of each lot, parcel, or tract of land assessed, the basis for the assessment, the amount assessed against each, the terms of payment, including the schedule of discounts, if such a schedule is to be established and the name of the owner of each parcel of land as far as this can be ascertained from the county tax records. A map of the project on which is shown each parcel assessed with the basis of its assessment, the amount assessed against it, and the name of the owner, as far as this can be ascertained from the county tax records, shall be a sufficient assessment roll.

After the preliminary assessment roll has been completed, it shall be filed in the city clerk's office where it shall be available for public inspection. A notice of the completion of the assessment roll, setting forth in general terms a description of the project, noting the availability

of the assessment roll in the clerk's office for inspection, and stating the time and place for a hearing on the preliminary assessment roll, shall be published at least 10 days before the date set for the hearing on the preliminary assessment roll. The council shall also cause a notice of the hearing on the preliminary assessment roll to be mailed to the owners of property listed thereon at least 10 days before the hearing. The notice mailed to each property owner shall give notice of the time and place of the hearing, shall note the availability of the preliminary assessment roll for inspection in the city clerk's office and shall state the amount of the assessment against the property of the owner as shown on the preliminary assessment roll. The person designated to mail these notices shall file with the council a certificate showing they were mailed by first-class mail and on what date. Such a certificate shall be conclusive as to compliance with the mailing provisions of this section in the absence of fraud. (1915, c. 56, s. 9; C.S., s. 2712; 1971, c. 698, s. 1; 1983, c. 381, s. 5.)

§ 160A-228. Hearing on preliminary assessment roll; revision; confirmation; lien.

At the public hearing, which may be adjourned from time to time until all persons have had an opportunity to be heard, the council shall hear objections to the preliminary assessment roll from all interested persons who appear. Then or thereafter, the council shall annul, modify, or confirm the assessments, in whole or in part, either by confirming the preliminary assessments against any or all of the lots or parcels described in the preliminary assessment roll, or by canceling, increasing, or reducing them as may be proper in compliance with the basis of assessment. If any property is omitted from the preliminary assessment roll, the council may place it on the roll and levy the proper assessment. Whenever the council confirms assessments for any project, the city clerk shall enter in the minutes of the council the date, hour, and minute of confirmation. From and after the time of confirmation, the assessments shall be a lien on the property assessed of the same nature and to the same extent as the lien for county and city property taxes, according to the priorities set out in G.S. 160A-233(c). After the assessment roll is confirmed, a copy of it shall be delivered to the city tax collector for collection in the same manner as property taxes, except as herein provided. (1915, c. 56, s. 9; C.S., s. 2713; 1971, c. 698, s. 1; 1973, c. 426, s. 34.)

§ 160A-229. Publication of notice of confirmation of assessment roll.

After the expiration of 20 days from the confirmation of the assessment roll, the city tax collector shall publish once a notice that the assessment roll has been confirmed, and that assessments may be paid without interest at any time before the expiration of 30 days from the date that the notice is published, and that if they are not paid within this time, all installments thereof shall bear interest as provided in G.S. 160A-233. The notice shall also state the schedule of discounts, if one has been established, to be applied to assessments paid before the expiration date for payment of assessments without interest. (1971, c. 698, s. 1; 1983, c. 381, s. 6.)

§ 160A-230. Appeal to General Court of Justice.

If the owner of, or any person interested in, any lot or parcel of land against which an assessment is made is dissatisfied with the amount of the assessment, he may, within 10 days after the confirmation of the assessment roll, file a notice of appeal to the appropriate division of the General Court of Justice. He shall then have 20 days after the confirmation of the assessment roll to serve on the council or the city clerk a statement of facts upon which the appeal is based. The appeal shall be tried like other actions at law. (1915, c. 56, s. 9; C.S., s. 2714; 1971, c. 698, s. 1.)

§ 160A-231. Reassessment.

The council shall have the power, when in its judgment any irregularity, omission, error or lack of jurisdiction in any of the proceedings related thereto, has occurred, to set aside the whole of any special assessment made by it and thereupon to make a reassessment. In that case, all additional interest paid, or to be paid, as a result of the delay in confirming the assessment shall be included as a part of the project cost. The proceeding shall, as far as practicable, in all respects take place as it had with the original assessments, and the reassessment shall have the same force as if it had originally been properly made. (1915, c. 56, s. 9; C.S., s. 2715; 1971, c. 698, s. 1.)

§ 160A-232. Payment of assessments in cash or by installments.

The owners of assessed property shall have the option, within 30 days after the publication of the notice that the assessment roll has been confirmed, of paying the assessment either in cash or in not more than 10 annual installments, as may have been determined by the council in the resolution directing the project giving rise to the assessment to be undertaken. With respect to payment by installment, the council may provide

- (1) That the first installment with interest shall become due and payable on the date when property taxes are due and payable, and one subsequent installment and interest shall be due and payable on the same date in each successive year until the assessment is paid in full, or
- (2) That the first installment with interest shall become due and payable 60 days after the date that the assessment roll is confirmed, and one subsequent installment and interest shall be due and payable on the same day of the month in each successive year until the assessment is paid in full. (1915, c. 56, s. 10; C.S., s. 2716; 1971, c. 698, s. 1.)

§ 160A-233. Enforcement of assessments; interests; foreclosure; limitations.

(a) Any portion of an assessment that is not paid within 30 days after publication of the notice that the assessment roll has been confirmed shall bear interest until paid at a rate to be fixed in the assessment resolution but not more than eight percent (8%) per annum.

(b) If any installment of an assessment is not paid on or before the due date, all of the installments remaining unpaid shall immediately become due and payable, unless the council waives acceleration. The council may waive acceleration and permit the property owner to pay all installments in arrears together with interest due thereon and the cost to the city of attempting to obtain payment. If this is done, the remaining installments shall be reinstated so that they fall due as if there had been no default. Waiver of acceleration and reinstatement of future installments may be done at any time before foreclosure proceedings have been instituted.

(c) Assessment liens may be foreclosed under any procedure prescribed by law for the foreclosure of property tax liens, except that lien sales and lien sale certificates shall not be required, and foreclosure may be begun at any time after 30 days after the due date. The city shall not be entitled to a deficiency judgment in an action to foreclose an assessment lien. The lien of special assessments shall be inferior to all prior and subsequent liens for State, local, and federal taxes, and superior to all other liens.

(d) No city may maintain an action or proceeding to enforce any remedy for the foreclosure of special assessment liens unless the action or proceeding is begun within 10 years from the date that the assessment or the earliest installment thereof included in the action or proceeding became due. Acceleration of installments under subsection (b) shall not have the effect of shortening the

time within which foreclosure may be begun, but in that event the statute of limitations shall continue to run as to each installment as if acceleration had not occurred. (1915, c. 56, s. 11; C.S., s. 2717; 1923, c. 87; 1929, c. 331, s. 1; 1971, c. 698, s. 1.)

§ 160A-234. Assessments on property held by tenancy for life or years.

(a) Assessments upon real property in the possession or enjoyment of a tenant for life, or a tenant for a term of years, shall be paid by the holder of the remainder or reversion, as the case may be.

(b) Repealed by Session Laws 1979, c. 107, s. 12. (1911, c. 7, ss. 1, 2, 3; C.S., ss. 2718, 2719, 2720; 1971, c. 698, s. 1; 1979, c. 107, s. 12; 2003-232, s. 6.)

§ 160A-235. Lien in favor of a cotenant or joint owner paying special assessments.

Any one of several tenants in common, or joint tenants, or copartners shall have the right to pay the whole or any part of any special assessment levied against property held jointly or in common, and all sums by him so paid in excess of his share of the assessment, interests, costs, and amounts required for redemption, shall constitute a lien upon the shares of his cotenants or associates, which he may enforce in proceedings for partition, actual or by sale, or in any other appropriate judicial proceeding. The lien herein provided for shall not be effective against an innocent purchaser for value unless and until notice thereof is filed in the office of the clerk of superior court in the county in which the land lies and indexed and docketed in the same manner as other liens required by law to be filed in the clerk's office. (1935, c. 174; 1971, c. 698, s. 1.)

§ 160A-236. Apportionment of assessments.

When special assessments are made against property which has been or is about to be subdivided, the council may, with the consent of the owner of the property, apportion the assessment among the lots or tracts within the subdivision, or release certain lots or tracts from the assessments if, in the opinion of the council, some of the lots or tracts in the subdivision are not benefited by the project. Upon an apportionment, each of the lots and tracts in the subdivision shall be released from the lien of the original assessment, and the portions of the original assessment assessed against each lot or tract shall have the same force and effect as the original assessment as to the particular lot or tract assessed. At the time of making an apportionment under this section, the council shall enter on its minutes a statement to the effect that the apportionment is made with the consent of the owners of the property affected, and this entry shall be conclusive in the absence of fraud. Reassessments made under this section may include past due installments of principal and interest as well as installments not then due, and any installments not then due shall fall due at the same dates as they would have under the original assessment. The council may delegate authority to make apportionment of assessments to the chief financial officer, but apportionments shall in all cases be reported to the council at its next regular meeting and entered in the minutes. (1929, c. 331, s. 1; 1935, c. 125; 1971, c. 698, s. 1.)

§ 160A-237. Authority to hold water and sewer assessments in abeyance.

The assessment resolution may provide that assessments levied under this Article for water or sewer improvements be held in abeyance without interest until improvements on the assessed property are actually connected to the water or sewer system for which the assessment was levied, or a date certain not more than 10 years from the date of confirmation of the assessment roll, whichever event first occurs. Upon termination of the period of abeyance, the assessment shall be

paid in accordance with the terms set out in the assessment resolution. If assessments are to be held in abeyance, the assessment resolution shall classify the property assessed according to general land use, location with respect to the water or sewer system, or other relevant factors, and shall provide that the period of abeyance shall be the same for all assessed property in the same class.

All statutes of limitations are suspended during the time that any assessment is held in abeyance without interest. (1973, c. 426, s. 35.)

§ 160A-238. Authority to make assessments for beach erosion control and flood and hurricane protection works.

A city may make special assessments, according to the procedures of this Article, against benefited property within the city for all or part of the costs of acquiring, constructing, reconstructing, extending, or otherwise building or improving beach erosion control or flood and hurricane protection works. Assessments for these projects may be made on the basis of:

- (1) The frontage abutting on the project, at an equal rate per foot of frontage; or
- (2) The frontage abutting on a beach or shoreline protected or benefited by the project, at an equal rate per foot of frontage; or
- (3) The area of land benefited by the project, at an equal rate per unit of area; or
- (4) The valuation of land benefited by the project, being the value of the land without improvements as shown on the tax records of the county, at an equal rate per dollar of valuation; or
- (5) A combination of two or more of these bases.

Whenever the basis selected for assessment is either area or valuation, the council shall provide for the laying out of one or more benefit zones according to the distance from the shoreline, the distance from the project, the elevation of the land, or other relevant factors. If more than one benefit zone is established, the council shall establish differing rates of assessment to apply uniformly throughout each benefit zone. (1973, c. 822, s. 7.)

§ 160A-239. Reserved for future codification purposes.

Council Members

Renee Castiglione, Mayor
Barry Kaufman, Vice Mayor
Weidner Abernethy
Carl Marquardt
Wendel Sauer



Eastern America's Highest Town

Town Manager

Tim H. Holloman

Town Attorney

Stacy C. Eggers IV

Greetings Residents of the Town of Beech Mountain!

You have been sent this letter because you are a property owner on a road that has been nominated to be paved as part of a 50/50 Cost Share Program. The Road Paving Initiative is a resident-initiated program in which property owners share the cost of paving a road with the Town of Beech Mountain. Oz Road has been nominated to be paved as part of this 50/50 cost program. Should residents agree to this proposal, property owners with lots along the proposed paving section of these roads will be partially responsible for funding the project.

The total cost of paving this section of Oz Road is \$161,800, half of which would be paid for by the Town and half paid for by property owners, making the total cost for property owners \$80,900. **This program will only move forward if a majority of property owners who represent a majority of the frontage agree to participate by [DATE].** Payment amounts are determined by the amount of linear feet on your lot intersecting with the roads that would be paved. Each owner would pay an amount proportional to their total number of linear feet divided by the total cost. The Town would give three years to pay for your share and it would be billed with your taxes.

The percent of total feet was calculated by dividing each lot's linear footage along the road with the total footage, which is 1,796 ft. This percentage is then converted into total cost per homeowner based on the total amount that must be paid (\$80,900). Homeowners that own more than one lot will be responsible for paying the cost for both lots.

Attached is a map of the neighborhood displaying sections that would be paved should the program continue. The table within the map is a breakdown of each homeowner in the area, their linear footage, percent of total footage, and proportional cost. The final page contains a form which you will fill out and have notarized indicating whether or not you would like to opt-in to this Cost Share project. If at least a majority of homeowners who represent a majority of the frontage agree to fund this project, the plans will continue, and the Town will cover the remaining portion of the cost.

Council Members

Renee Castiglione, Mayor
Barry Kaufman, Vice Mayor
Weidner Abernethy
Carl Marquardt
Wendel Sauer



Eastern America's Highest Town

Town Manager

Tim H. Holloman

Town Attorney

Stacy C. Eggers IV

Resident full name: _____

Resident address: _____

Parcel number(s): _____

Your linear footage: _____ How much you would pay: _____

Would you like to **opt-in** to this share cost program? ☐ Yes. ☐ No.

(Reminder – you will only pay if 51% of owners agree to opt-in by August 8th)

Signature: _____ Date: _____

State of _____

_____ County

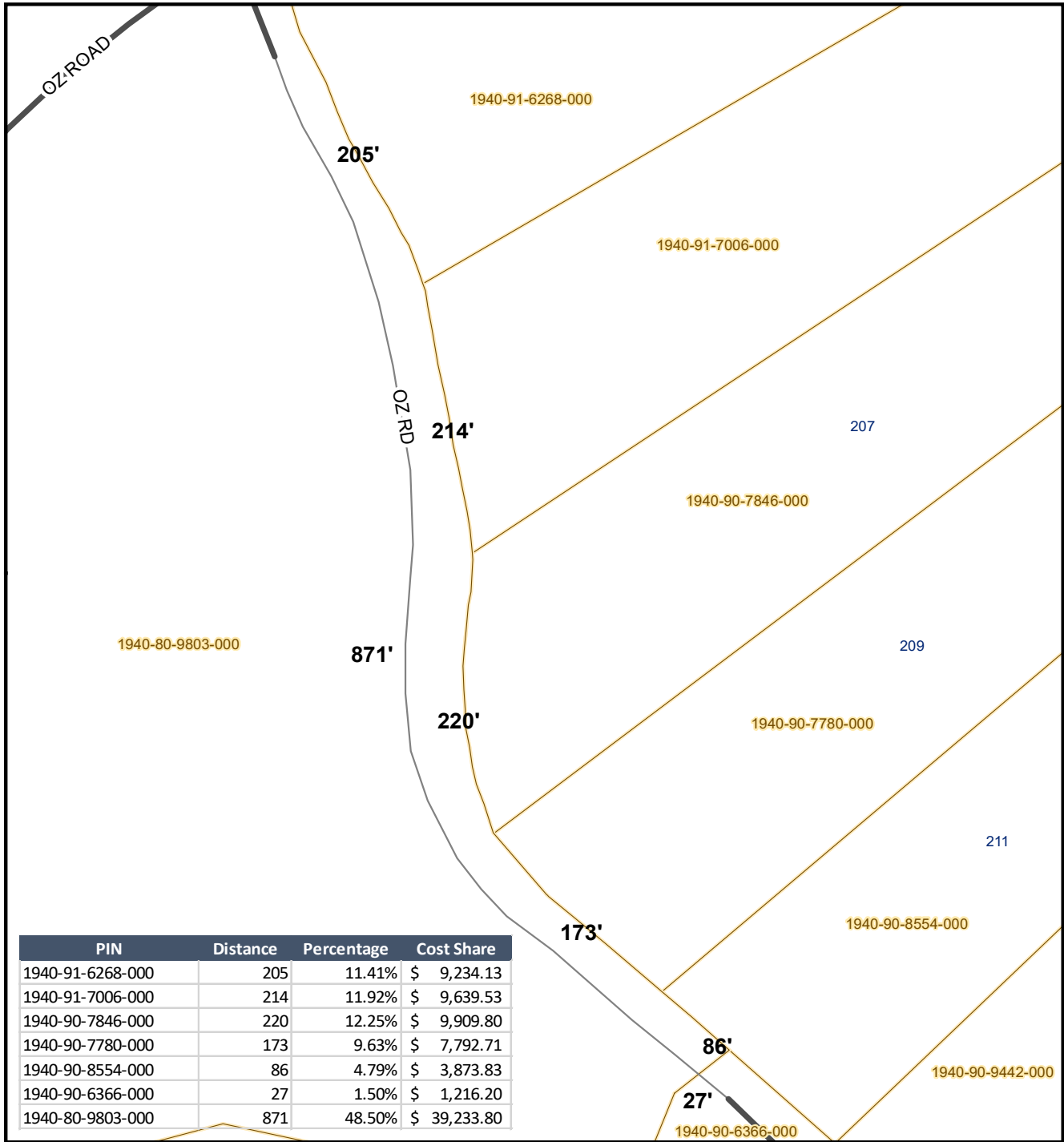
I, _____, a Notary Public for said County and State,
do hereby certify that _____ personally appeared
before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 20 ____.

(Official Seal)

Notary Public

My commission expires _____, 20 ____.



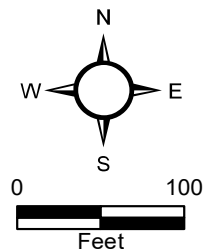
Author: Preston Yates Date: 3/6/2019 Document: C:\Users\pyates\OneDrive - Town of Beech Mountain\Desktop\Oz Road Paving\Oz Road Paving.mxd



OZ ROAD PAVING ROAD FRONTAGE 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.





COUNCIL ACTION ITEM

TO: Mayor and Town Council
FROM: Tim Holloman
DATE: March 12, 2019
SUBJECT: Negotiated Offer Upset Bid

FOR THE PURPOSE OF:

Mr. Larry Burn has offered \$4,000.00 to purchase a town owned lot with Parcel ID number 1940-86-4610.

SUPPORTING DOCUMENTS:

Letter of Offer

FINANCIAL IMPLICATIONS:

\$4,000 of revenue for the town and property is added back to the tax scrolls.

STAFF RECOMMENDATION:

Direct Town Attorney to begin the negotiated offer upset bid process.

SIGNATURES:

Town Manager

Town Clerk

Mr. Tim Holloman
Beech Mountain Town Manager
403 Beech Mountain Parkway
Beech Mountain NC 28604
March 3, 2019

Dear Mr. Holloman;

I really appreciate you taking the time to discuss with me the possibility of my wife and I purchasing the vacant lot that is located adjacent to our property at 106 Hawthorn Road. The vacant lot is partially cleared and there was at one point a house located on the property that was destroyed by fire several years ago. It is also my understanding the property 108 Hawthorn Road (Parcel # 1940-86-4610-000) is approximately .32 acres or 13939.2 square feet and is currently owned by the town of Beech Mountain. As you and I spoke of the possibility of purchasing this property I would like to offer \$4,000.00 (four thousand dollars) to the town for the purchase of this property. The property would not be developed other than planting trees and shrubs that are indigenous to the Blue Ridge Mountains and this planting zone.

Since my wife and I relocated to Beech Mountain from Southern California several weeks ago we have become very fond of the town and the people we have met thus far in the short time since we have been here. Linda and I are going to be full time residents and we enjoy being involved in community as well as civic activities. One of our favorite things to do is feeding the deer and wild turkeys that frequent this vacant lot almost every day, this is another reason why we would like to purchase this lot is so that we can continue to have this opportunity with the wild animals around our house.

I look forward to your and the town's response to my offer and I can only hope that we can move forward on this very important matter to my wife and I.

Thank You Very Much,


Larry Burn



Author: Preston Yates

Date: 3/6/2019

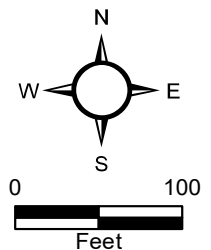
Document: \\SERVER12\\Shared Folders\\Company\\Planning\\MAPS\\Projects\\108 Hawthorne Map.mxd



108 HAWTHORNE ROAD PROPERTY LOCATION MAP

Source: Beech Mountain GIS

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REPORT

TO: Mayor and Town Council
FROM: Tim Barnett
DATE: March 12, 2019
SUBJECT: Police Department Council Report

FOR THE PURPOSE OF:
Monthly Council - Report

SIGNATURES:

Town Manager

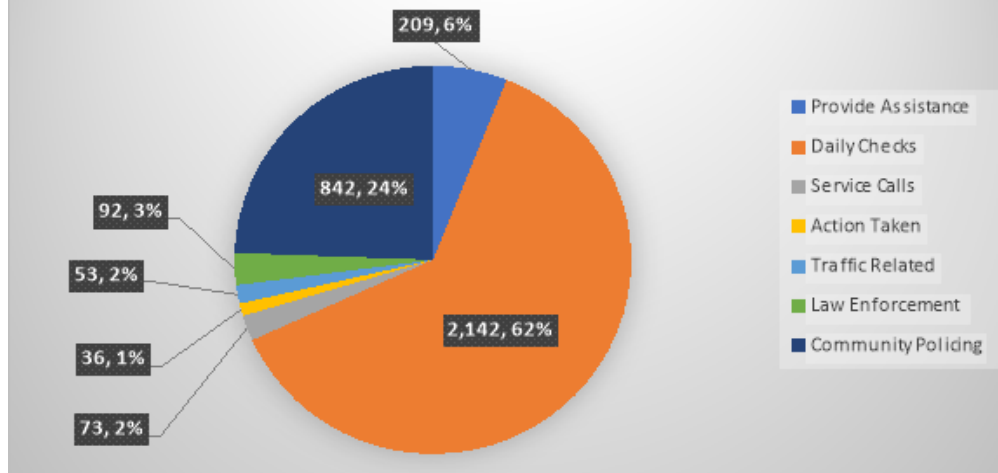
Town Clerk



Activity Log Yearly Summary Totals
Beech Mountain Police Department
January 1, 2019 through February 28, 2019

<i>Call Type</i>	<i>2018</i>	<i>2019</i>	<i>Call Type</i>	<i>2018</i>	<i>2019</i>
Provide Assistance			Traffic Related		
Assist Fire Department	4	6	Driving While Impaired	1	0
Assist Investigation	0	0	Improper Parking	19	17
Assist Other Agency	17	13	Stationary/Directed Patrol	7	8
Assist Town Dept/Business	3	0	Traffic Control	1	0
Assist Home Owner	17	10	Vehicle Accidents	14	7
Assist Motorist	113	55	Vehicle Stops	10	21
Assist Other Officer	11	41			
Escort	113	80	Law Enforcement Calls		
Medical Calls	9	4	911 Hang Ups	5	13
			Alarms	19	23
Daily Checks			Breaking & Entering	2	4
Business Checks	1,830	1,841	Domestic Complaints	4	4
Care Track Test	0	23	Fight	1	1
Security Checks	178	232	Fire Works Violations	0	0
Residence Checks	166	36	Fraud	1	1
Welfare Check	6	10	Hit & Run	0	1
			Intoxicated/Drunk & Disruptive	1	3
Service Calls			Investigation	10	6
Animal Control Domestic/Wildlife	10	8	Larceny	5	7
Calls For Service	38	42	Mental Subject	0	0
Deliver Letter/Message	4	12	Missing Person	0	1
Found Property	0	0	Noise Disturbance/Loud Music	10	7
Other	0	0	Open Door/Open Window	3	5
Recreation/Town Deposit	15	11	Prowler	4	0
			Shots Fired/Sound of Shots Fired	0	0
Action Taken			Ski Pass Violation	0	0
Court	9	2	Suspicious Vehicle	3	8
Felony Arrest	0	0	Trespassing	10	6
Misdemeanor Arrest	1	3	Vandalism	1	2
State Citations	11	13			
Town Ordinance Violations	0	0	Community Policing		
Verbal Warning	10	6	Community Policing Contacts	799	839
Warning Citations	0	9	Community Events	1	3
Warrant Service	2	3			
2018 Event Totals: 3,502			2019 Event Totals: 3,462		

2019 Monthly Condensed Calls





REPORT

TO: Town Council
FROM: Robert Pudney
DATE: March 12, 2019
SUBJECT: Fire Department Monthly Report

FOR THE PURPOSE OF:
Fire Department Monthly Report, February 2019

SIGNATURES:

Town Manager

Town Clerk

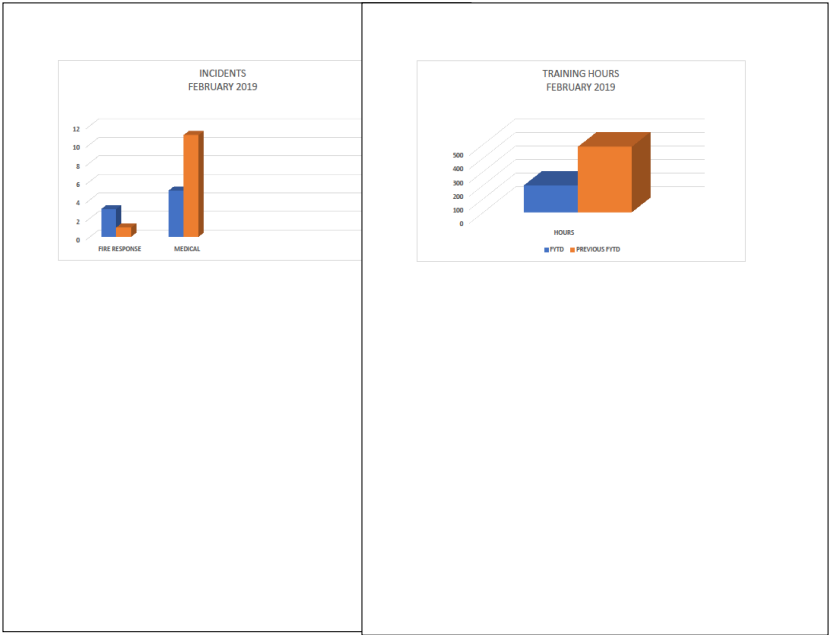
BEECH MOUNTAIN FIRE DEPARTMENT Monthly Report February 28, 2019			
EVENT	THIS PERIOD	SAME PERIOD LAST YEAR	FISCAL YTD
FIRE CALLS	3	1	59
MEDICAL CALLS	5	11	73
FIRE SAFETY INSPECTIONS	1	0	9
PUBLIC EDUCATION	0	0	3
FIRE HYDRANT INSPECTIONS	0	0	1
TRAINING HOURS	198	482	1846
MEETINGS	8	7	62

COMMENTS:

Membership Recruitment Program.
 Addressing Project Underway
 NC Grant Submitted
 Avery Budget Submitted

Goals Next Period:

Equipment Maintenance
 ICE rescue Training





REPORT

TO: Town Council
FROM: Robert Heaton
DATE: March 12, 2019
SUBJECT: Infrastructure Report Feb 19

FOR THE PURPOSE OF:
Department of Infrastructure Reports

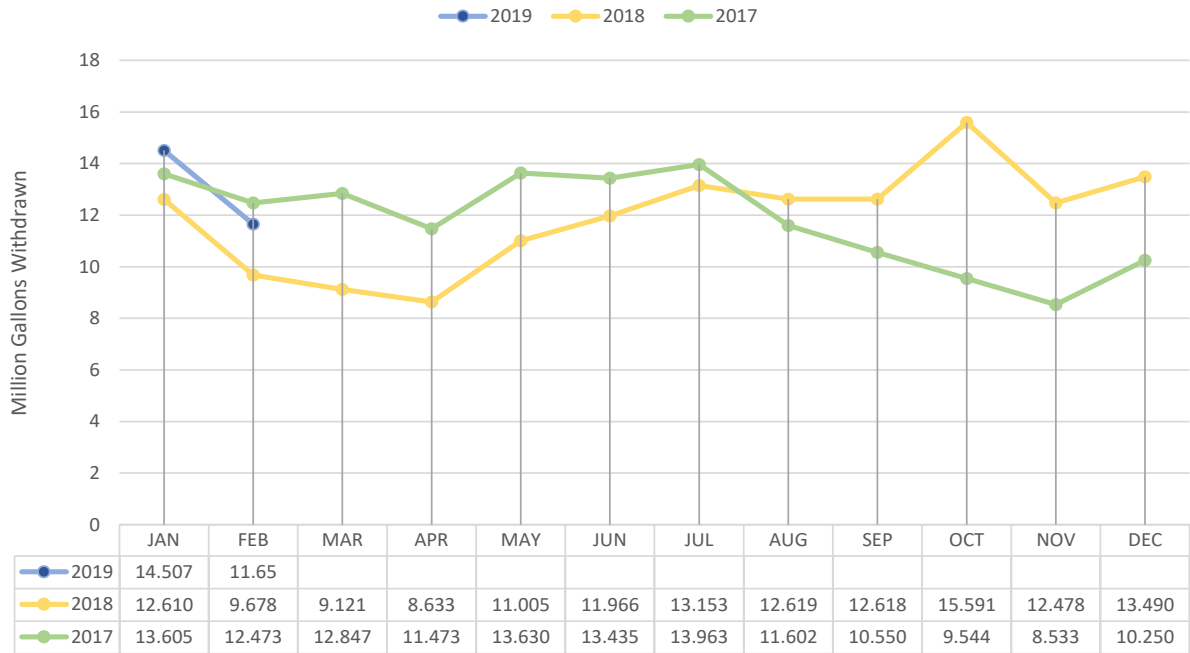
ATTACHED FOR YOUR CONSIDERATION:
Public Works, Sanitation, Water and Wastewater standard reports

SIGNATURES:

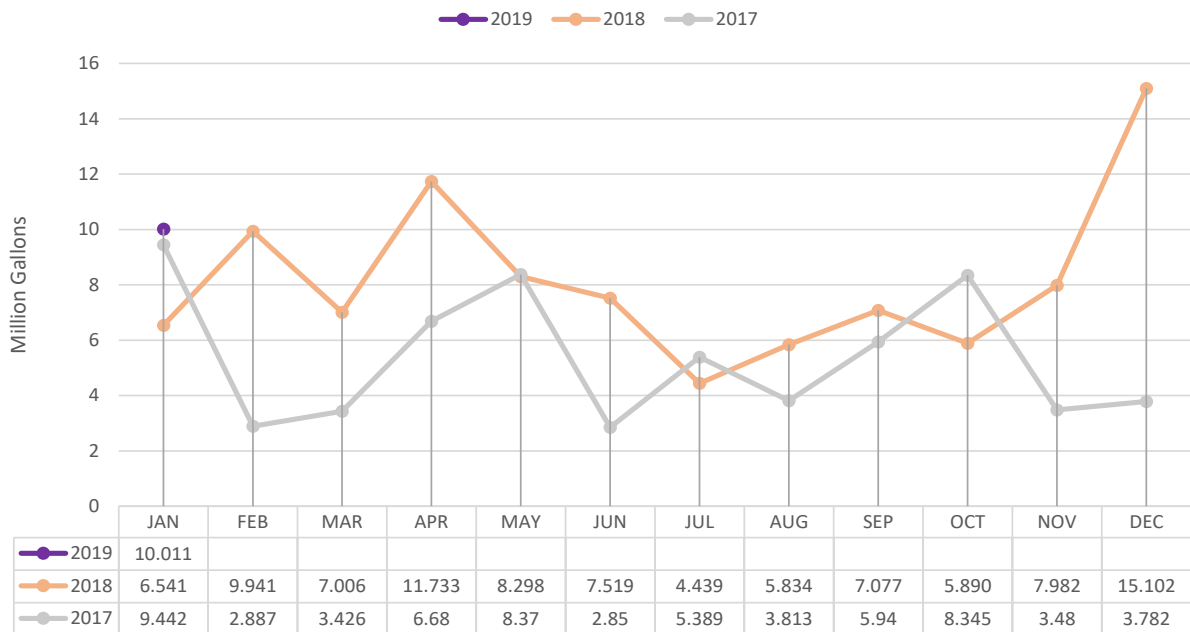
Town Manager

Town Clerk

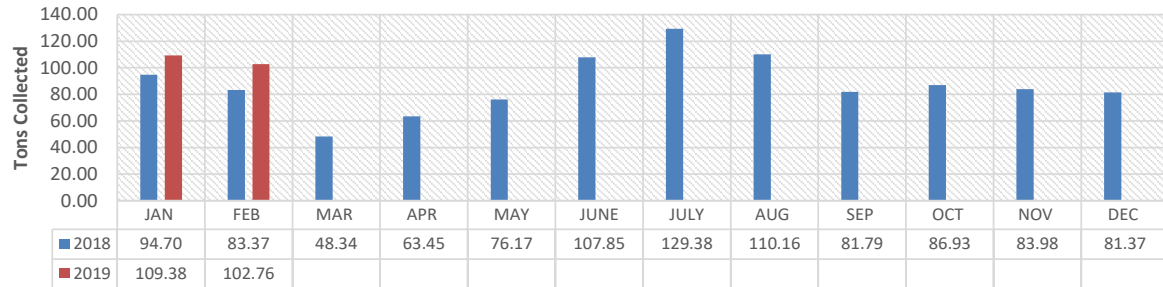
Raw Water Withdrawl from Buckeye Lake 3 Year Period



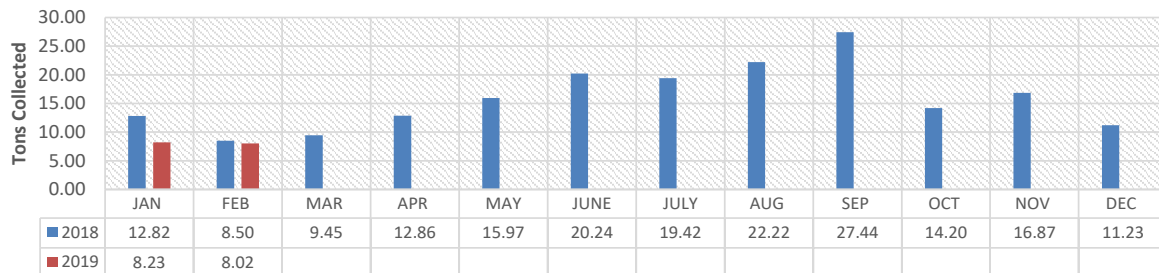
Total Wastewater Flows 3 Year Period



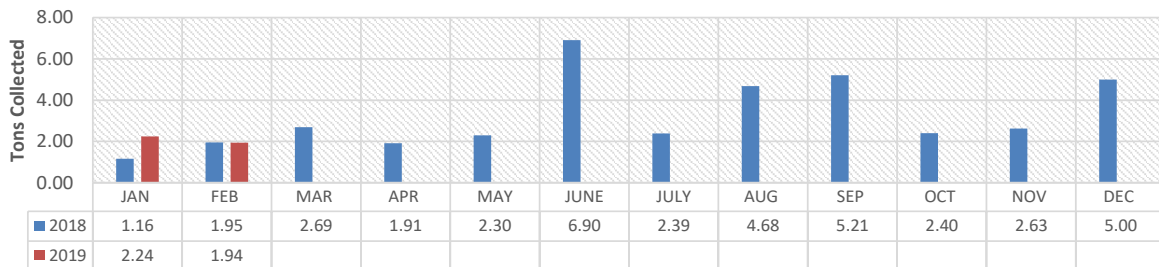
Solid Waste



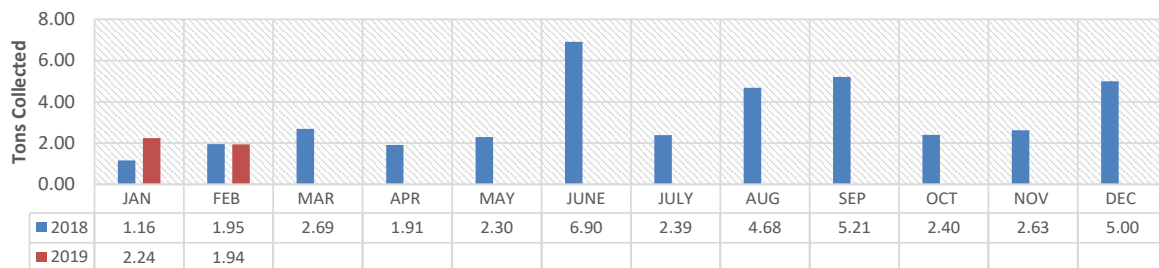
Construction Material



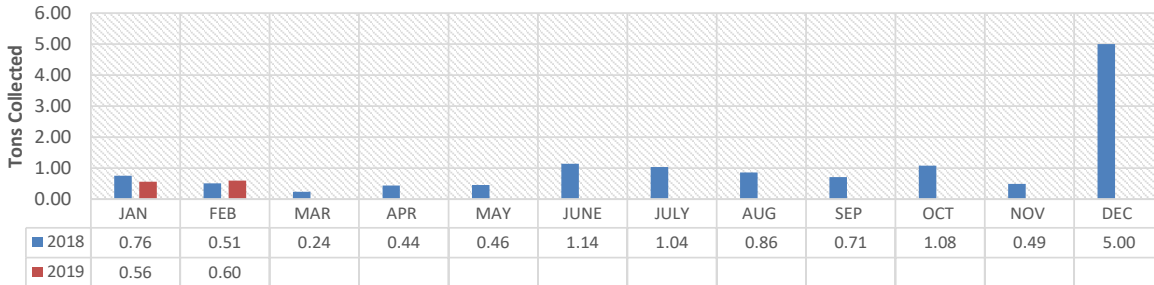
Recycled Metal



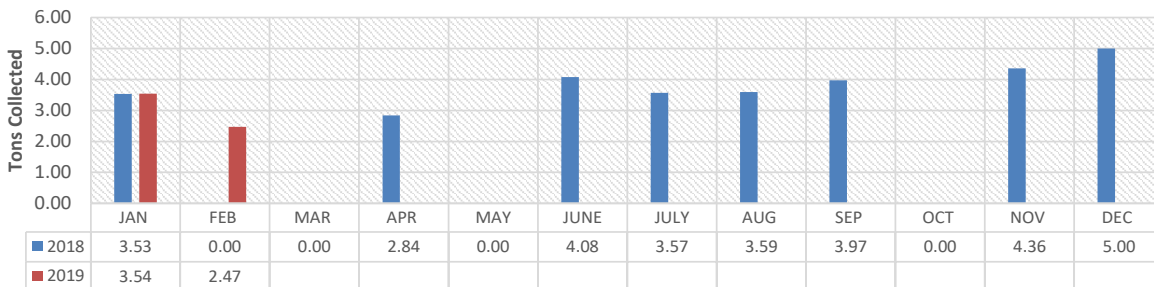
Recycled Paper



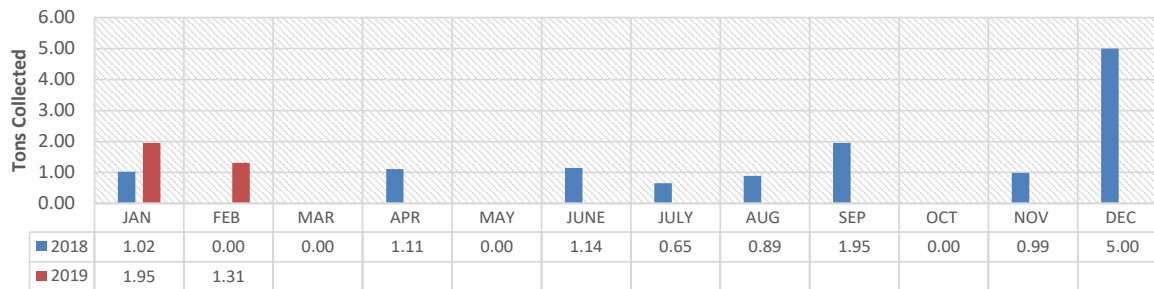
Recycled Plastic



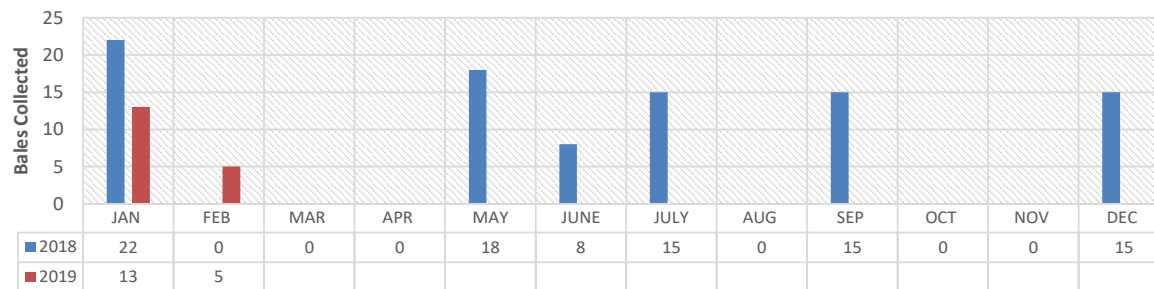
Recycled Glass



Recycled Aluminum



Recycled Cardboard





Town of Beech Mountain
Public Works Department
Monthly Report

2018	SOLID WASTE	CONSTRUCTION MATERIAL	RECYCLING						~ROAD MAINTENANCE~					
			RECYCLED METAL	PAPER	PLASTIC	GLASS	ALUMINUM	CARDBOARD	ROADS GRADED	STABILIZING STONE	POT HOLES REPAIRED	WASH OUTS	DITCHES PULLED	ROADWAYS MOWED
JAN	94.70	12.82	1.16	0.85	0.76	3.53	1.02	22	0	0	0	0	0	0
FEB	83.37	8.50	1.95	0.66	0.51	0.00	0.00	0	0	0	0	0	0	0
MAR	48.34	9.45	2.69	0.48	0.24	0.00	0.00	0	0	0	0	0	0	0
APR	63.45	12.86	1.91	1.45	0.44	2.84	1.11	0	0	0	10	0	0	9
MAY	76.17	15.97	2.30	0.87	0.46	0.00	0.00	18	22	1	8	5	0	53
JUNE	107.85	20.24	6.90	1.83	1.14	4.08	1.14	8	7	0	3	10	1	31
JULY	129.38	19.42	2.39	1.16	1.04	3.57	0.65	15	4	1	10	0	0	25
AUG	110.16	22.22	4.68	0.98	0.86	3.59	0.89	0	27	0	7	6	0	6
SEP	81.79	27.44	5.21	2.49	0.71	3.97	1.95	15	34	1	3	5	0	7
OCT	86.93	14.20	2.40	2.13	1.08	0.00	0.00	0	4	2	0	9	0	0
NOV	83.98	16.87	2.63	1.19	0.49	4.36	0.99	0	3	2	5	2	0	0
DEC	81.37	11.23	5.00	5.00	5.00	5.00	5.00	15	11	2	0	8	0	0
YTD TOTALS	1047.49	191.22	39.22	19.09	12.73	30.94	12.75	93	112	9	46	45	1	131
2019	SOLID WASTE	CONSTRUCTION MATERIAL	RECYCLING						~ROAD MAINTENANCE~					
			RECYCLED METAL	PAPER	PLASTIC	GLASS	ALUMINUM	CARDBOARD	ROADS GRADED	STABILIZING STONE	POT HOLES REPAIRED	WASH OUTS	DITCHES PULLED	ROADWAYS MOWED
JANUARY	109.38	8.23	2.24	1.25	0.56	3.54	1.95	13	0	0	0	2	1	0
FEBRUARY	102.76	8.02	1.94	2.18	0.60	2.47	1.31	5	11	5	2	0	4	0
MARCH														
APRIL														
MAY														
JUNE														
JULY														
AUGUST														
SEPTEMBER														
OCTOBER														
NOVEMBER														
DECEMBER														
YTD TOTALS	212.14	16.25	4.18	3.43	1.16	6.01	3.26	18	11	5	2	2	5	0

Note: Sanitation & Recycling amounts are reported in tonnage

Note: Recycled metal taken to Omni Source

Note: Cardboard is by bales - each bale is approx 900 lbs.

Note: Began tracking construction material Jan 2018

Note: Construction material is charged at \$53.00 per ton



REPORT

TO: Mayor and Town Council
FROM: Sean Royall
DATE: March 12, 2019
SUBJECT: February Recreation Report

FOR THE PURPOSE OF:
Parks and Rec facility and membership report

SIGNATURES:

Town Manager

Town Clerk



February Recreation Report

Facility Report

Finance Report

Total Monthly Revenue	\$ 3,870.75
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Check-In Report

Member Visits	358
Non-Member Visits	204

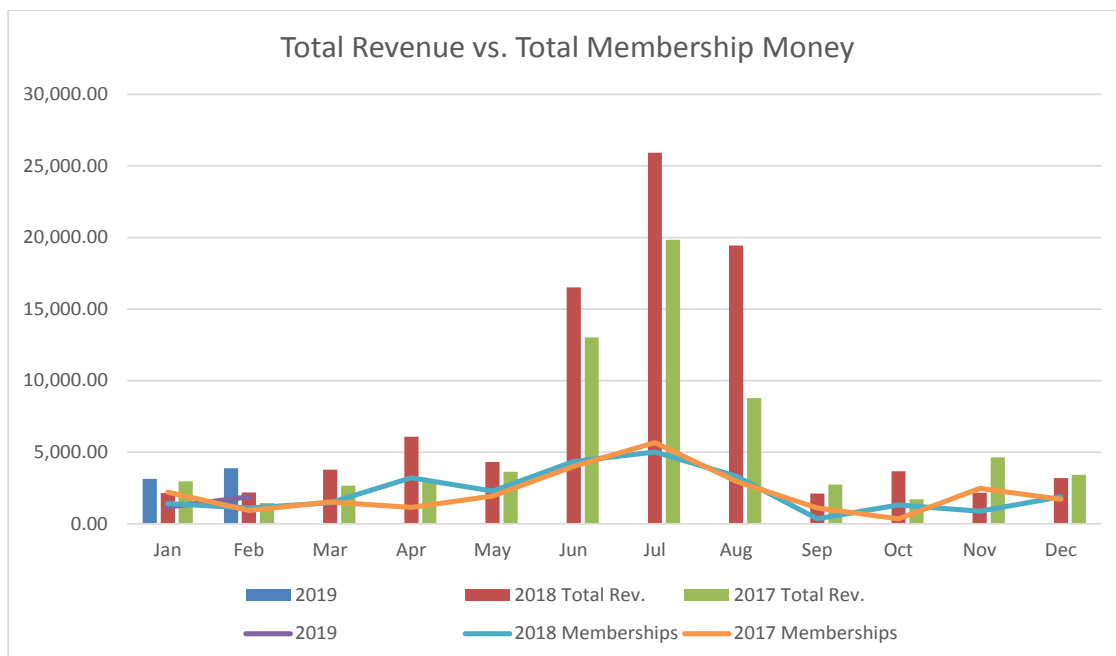
Membership Report

Total Memberships - \$1,885.00 (Details attached)

Family Annual \$1,575.00		
Active	Passes Expired (not renewed)	Passes sold
121	5	9

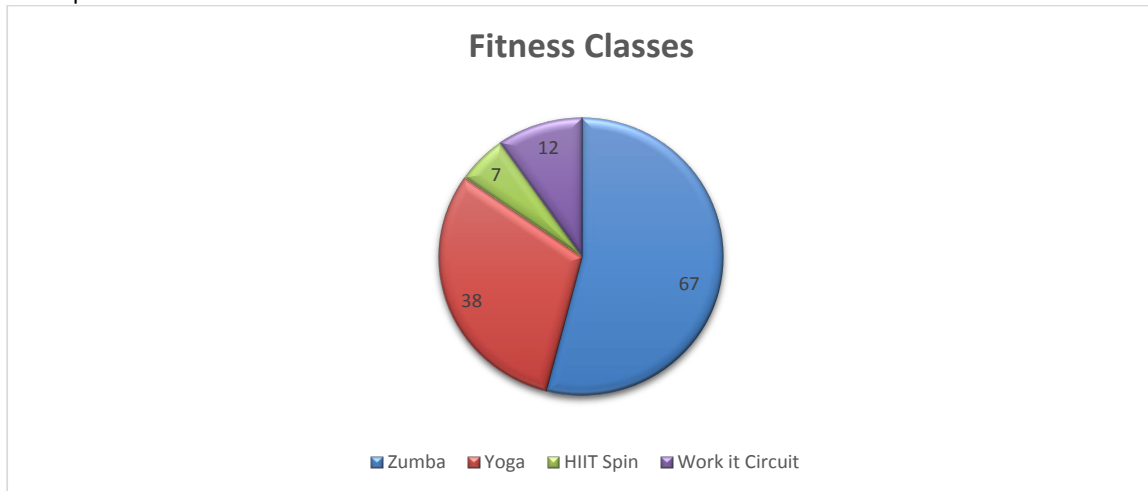
Individual Annual \$250.00		
Active	Passes Expired (not renewed)	Passes sold
101	2	2(one ½ off)

Week Passes - \$60.00	
Family	Individual
3	0



Fitness Report

Participants:



Class/Number of classes offered in the month/ Number of participants

Zumba	11	67 participants
Yoga	8	38 participants
HIIT Spin	7	8 participants
Work it Circuit	12	47 participants

Facility Rentals

2 Rentals - \$480.00

Director's Notes:

- EMO trail counter is still down, being repaired
- New office construction completed
- LED light repair still under repair
- Director accepted to Leadership Avery

Respectfully Submitted,

Sean Royall
Parks and Recreation Director
Town of Beech Mountain
March 1, 2019



REPORT

TO: Mayor and Town Council
FROM: Kate Gavenus
DATE: March 11, 2019
SUBJECT: TDA Report

FOR THE PURPOSE OF:
TDA report and occupancy tax report

SIGNATURES:

Town Manager

Town Clerk

Report to Town Council

March 2019

PR/Marketing: The familiarization process for writers, bloggers, photographers, videographers and social media influencers continued in February, and we again created individualized media tours for each person or group. Our local businesses were invaluable in presenting the genuine warmth and hospitality for which Beech Mountain is known.

- Pineapple PR reps Brianna Reid and Samantha Mayhew were hosted by the Pinnacle Inn, Brick Oven Pizzeria, Fred's General Mercantile, the Buckeye Recreation Center, and the Beech Mountain Resort.
- Charleston Living writer Robert Sweeney was hosted by Beech Mountain Chalet Rentals, the Brick Oven Pizzeria, Beech Alpen Restaurant, Fred's General Mercantile, Rascal's, Valle de Bravo, the Beech Mountain Resort and the Beech Mountain Brewery. They also visited the Bark Park with their dogs and tried winter hiking on the town's trails.
- Fun4FirstCoastKids writer Terri Mashour was hosted by the Pinnacle Inn, the Brick Oven Pizzeria, Fred's General Mercantile, and the Beech Mountain Resort. She also visited the Town Sledding Hill with her young children.
- Media Influencer Allie Cawley was hosted by Beech Mountain Realty and Rentals, Brick Oven Pizzeria, Beech Alpen Restaurant, Rascal's, Fred's General Mercantile, the Beech Mountain Resort and the Beech Mountain Brewery.
- Boom! Magazine writer Jeff Barganier was hosted by the Guest Quarters, Fred's General Mercantile, Brick Oven Pizzeria, and the Beech Mountain Resort.

Some articles featuring Beech Mountain can be found here:

Davee Sutton, a media visitor from last ski season posts on her video channel here:

<https://www.facebook.com/watch/?v=470346960414569>

Beech Mountain is mentioned at about the three minute mark—especially important to promote spring skiing.

Terri Mashour has already begun promoting the mountain in her Fun 4 First Coast Kids

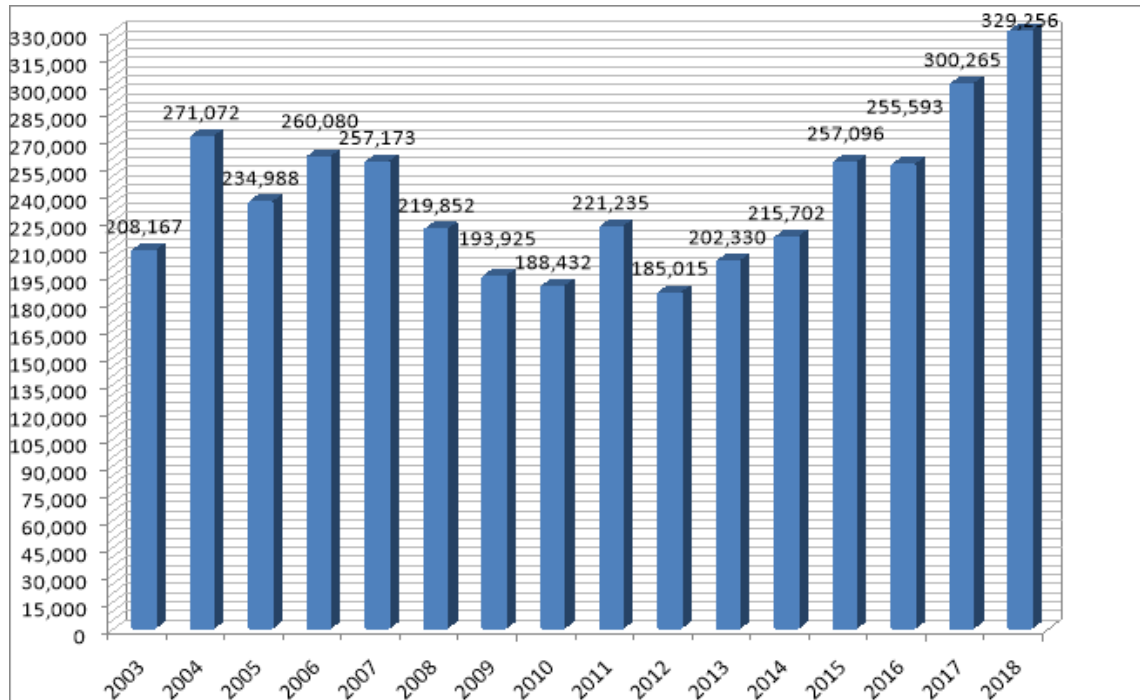
Blog post: – <http://fun4firstcoastkids.com/Blog/Beech-mountain-north-carolina-family-fun-in-the-snow-a-drive-s-distance-from-jacksonville-florida>

Kristy Tolley, whom we hosted last month, has written a great article in AAA Go

Carolinas Magazine: <http://aaatalks.carolinas.aaa.com/uncategorized/a-weekend-in-beech-mountain/>

Results

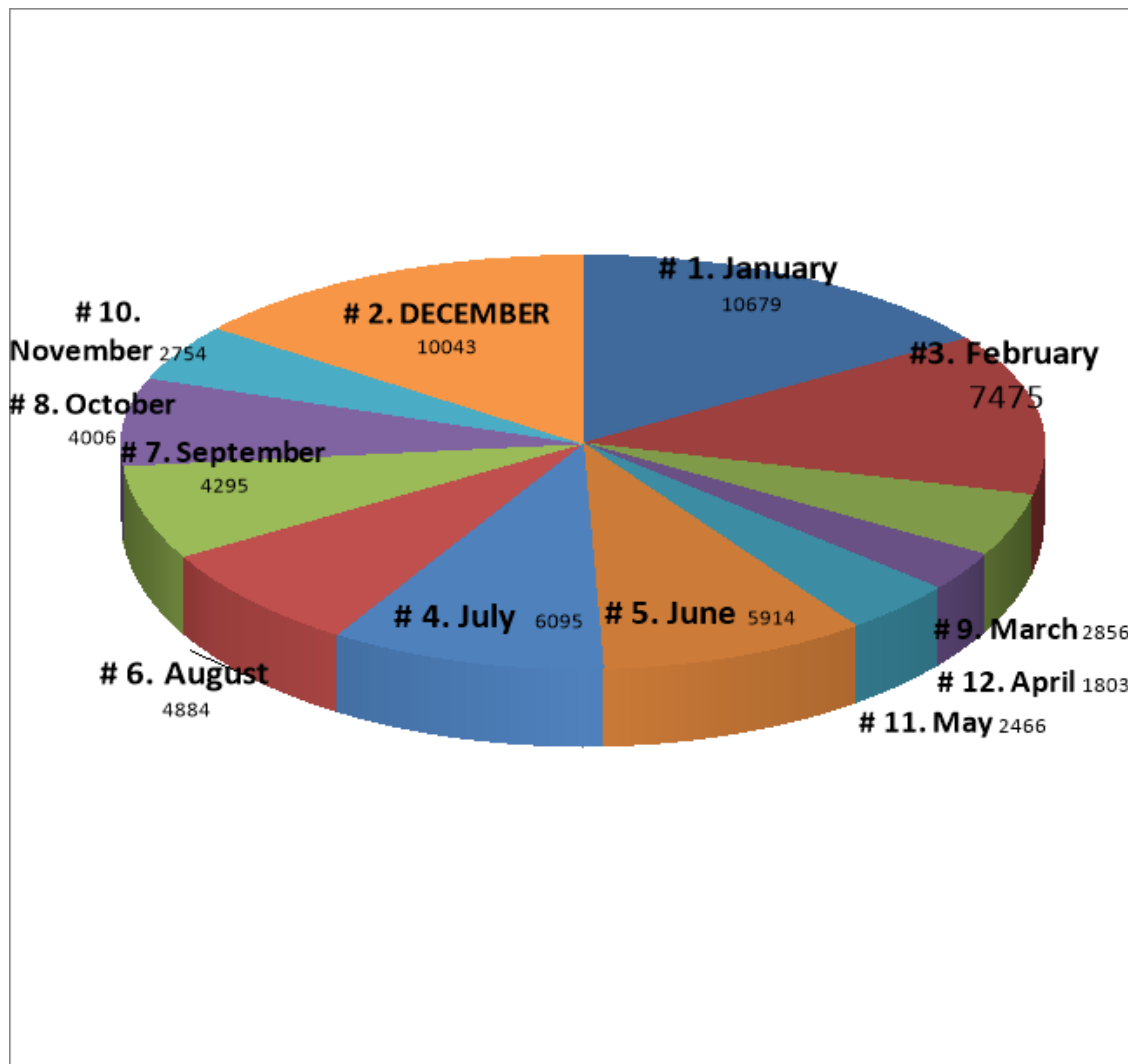
Total Occupancy Tax Collections From 2002-2018 for the Town of Beech Mountain



The chart above depicts Town of Beech Mountain Occupancy Tax Receipts since collection began.

Occupancy Tax received for January 2019 totals \$66,302, which is 12.12% greater than the \$ 59,136 received in the same period last year.

Below are total Visitor Center counts by month, 2011-2018. The top six months are January, December, February, July, June and August.





REPORT

TO: Town Council
FROM: Preston Yates
DATE: March 12, 2019
SUBJECT: Planning and Inspections Report 2019-02

FOR THE PURPOSE OF:
Monthly report to Town Council

SIGNATURES:

Town Manager

Town Clerk

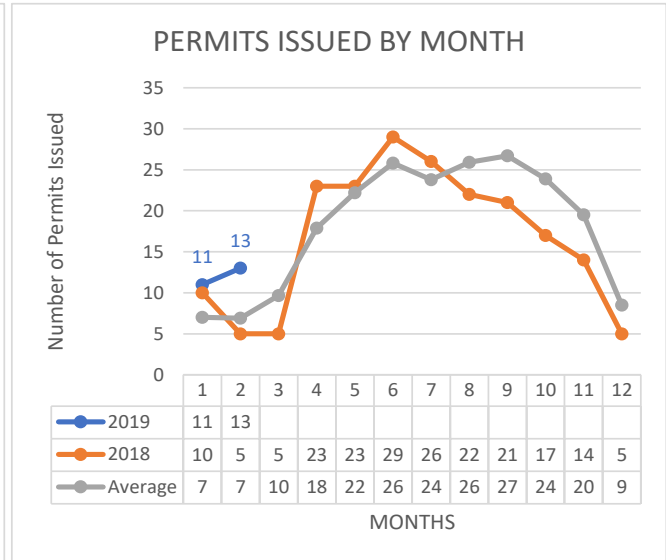
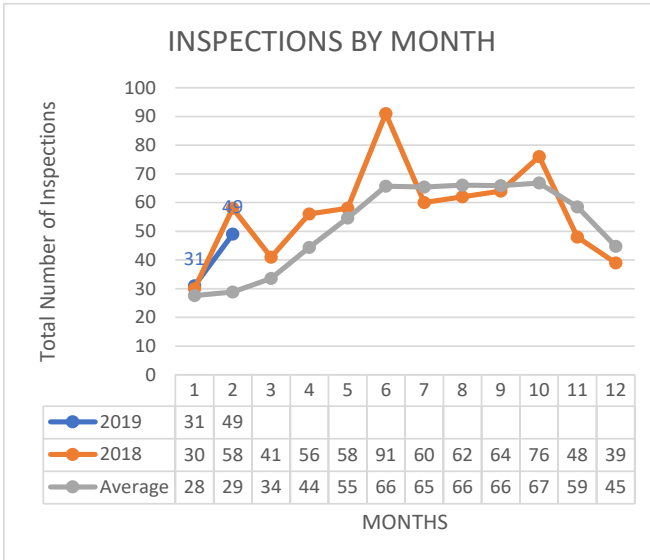
TOWN OF BEECH MOUNTAIN
Monthly Report
Department of Building Inspections
February-2019

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	21	16	10	218	154	37
Electrical	7	8	7	70	44	15
Plumbing	4	3	4	37	38	7
Htg/Air & Misc.	17	4	9	104	53	21

2. Permits Issued

No. Issued	13	11	10	129	140	24
Value	\$ 84,385	\$ 100,200	\$ 88,484	\$ 1,860,571	\$ 1,599,171	\$ 184,585
Permit Fees	\$ 1,041.80	\$ 1,427.64	\$ 1,286.88	\$ 19,494.34	\$ 26,156.45	\$ 2,469.44

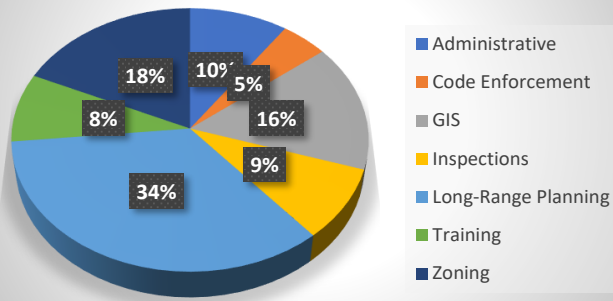


3. Nature of Building Permits

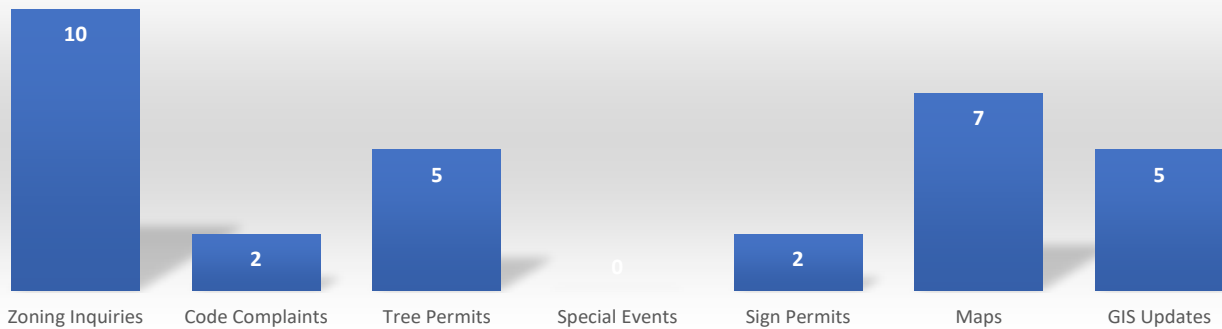
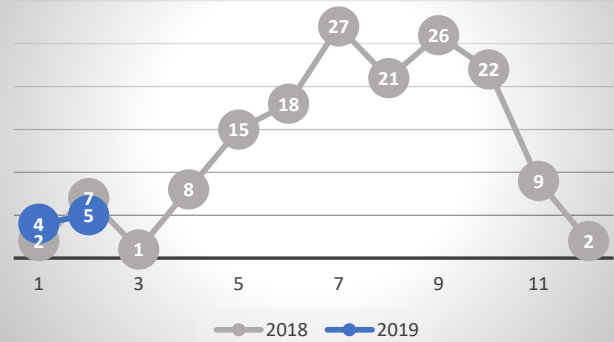
# of Permits	Type	Address	Total Fees	Valuation	New Bldgs FY to Date	New Bldgs Last FY
	New Single Family				0	0
	New Multi-Family				0	0
	New Commercial				0	0
13	Other	Various	1,041.80	1,427.64		
13			1,041.80	84,385.00		

TOWN OF BEECH MOUNTAIN
PLANNING AND ZONING MONTHLY REPORT
February-2019

Time Allocation



Tree Permits



Summary and Highlights

Long-Range Planning:

Completed survey analysis and presented findings to Planning Board
Updating goals, policies, and strategies of Comprehensive Plan as appropriate

Zoning:

Watershed Ordinance amended at Public Hearing
Sign Ordinance amended at Public Hearing

GIS:

Integrated updated Avery County parcel information into database
Cleaning zoning layer for official zoning map production