



**AMENDED AGENDA
Regular Town Council
Tuesday, October 8, 2024
Council Chambers 4:00 PM**

	Page
1. CALL TO ORDER	
2. ADOPTION OF AGENDA	
3. INVOCATION- DEWEY CYCLONE BRETT	
4. PLEDGE OF ALLEGIANCE	
5. PUBLIC COMMENT	
<p>This is a time for the public to address their elected officials on issues not on the agenda. The town council is interested in hearing your concerns; however, speakers should not expect council action or deliberation on items brought forth during this public comment period. Topics requiring further investigation and action will be referred to the Town Manager and may be scheduled for a future agenda.</p>	
6. CONSENT AGENDA	
<p>The consent agenda contains those items not expected to require discussion and can be voted upon with a single vote. Any member of the town council can request a consent agenda item to be removed for consideration under new business.</p>	
6.1. Adoption of Minutes	3 - 7
<p>Regular Town Council - 10 Sep 2024 - Minutes - Pdf</p>	
6.2. Adoption of Closed Session Minutes	
6.3. North Carolina Hazard Mitigation Grant Program Grant Agreement	9 - 49
<p>Approve Output Document (Staff Report - 1086) - Pdf</p>	
6.4. Resolution to Donate Surplus Emergency Relief Supplies	51 - 53
<p>Output Document (Staff Report - 1091) - Pdf</p>	
6.5. State of Emergency Declaration	55 - 56
<p>Output Document (Staff Report - 1092) - Pdf</p>	
7. OLD BUSINESS	
7.1. Public Hearing for consideration of paving Beech Mountain Parkway	57
<p>In light of the recent events related to Hurricane Helene, staff recommends a continuance of the public hearing to the next regular meeting of the Town Council on Tuesday, November 12, 2024. Output Document (Staff Report - 1090) - Pdf</p>	

8.	NEW BUSINESS	
8.1.	Police K-9 Proposal	59 - 61
	Output Document (Staff Report - 1085) - Pdf	
8.2.	Public Hearing on proposed amendments to Kitchens and Guest Suites	63 - 66
	In light of the recent events related to Hurricane Helene, staff recommends a continuance of the public hearing to the next regular meeting of the Town Council on Tuesday, November 12, 2024.	
	Output Document (Staff Report - 1088) - Pdf	
8.3.	Public Hearing on proposed amendments to Off-Street Parking and Loading	67 - 68
	In light of the recent events related to Hurricane Helene, staff recommends a continuance of the public hearing to the next regular meeting of the Town Council on Tuesday, November 12, 2024.	
	Output Document (Staff Report - 1089) - Pdf	
9.	TOWN MANAGER AND STAFF REPORTS	
9.1.	Police Department Monthly Report	69 - 71
	Output Document (Staff Report - 1084) - Pdf	
10.	TOWN COUNCIL COMMENTS	
11.	ADJOURNMENT	



MINUTES

Regular Town Council Meeting

4:00 PM - Tuesday, September 10, 2024
Council Chambers

The Regular Town Council of the Town of Beech Mountain was called to order on Tuesday, September 10, 2024, at 4:00 PM, in the Council Chambers, with the following members present:

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

COUNCIL EXCUSED:

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

1. CALL TO ORDER

1.1. Mayor Abernethy called the September 10th Council Meeting to order at 4:00 PM.

2. ADOPTION OF AGENDA

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

Motion

M.W. Stanford made a motion amend and adopt the agenda adding new business item 7.4 Paving Beech Mountain Parkway in conjunction with Eagles Nest Alan Villanova seconded the motion. CARRIED. unanimously.

3. INVOCATION- DEWEY CYCLONE BRETT

4. PLEDGE OF ALLEGIANCE

5. PUBLIC COMMENT

5.1. Fred Pfohl of 501 Beech Mountain Parkway- As a resident of Beech Mountain

it dawned on me just how lucky I am to live on the beautiful mountain. Thank you to every person who plays a role in the continuous work required to maintain the beautification of this mountain. I would also like to invite everyone to the Fellowship Feast Potluck dinner on September 26th at the Buckeye Recreation Center.

Urs Gsteiger of 124 Raven Road- I would like to speak on item 7.4 under new business that was added to the agenda. No one who lives on Beech Mountain Parkway will want that section of the roadway paved. I ask that you open that item up for a Public Hearing before making any decision.

Bill Tyndal of 1406 Beech Mountain Parkway- The gravel that is currently on Beech Mountain continuously blows dust onto our property and vehicles. I paved the 600 feet of pavement in front of my property and would like to see the rest of Beech Mountain Parkway paved. I would also like to see the speed limit enforced in that section of the parkway.

6. CONSENT AGENDA

- 6.1. Adoption of Minutes
- 6.2. General Records Schedule for Local Government Agencies
- 6.3. Partial Close out Capital Project for Pinnacle Ridge Well
- 6.4. Order to Collect 2024 Taxes
- 6.5. 2025 Fee Schedule

Motion

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

7. NEW BUSINESS

- 7.1. Statewide Mutual Aid Agreement

Motion

M.W. Stanford made a motion to approve the Statewide Mutual Aid Agreement Kelly Melang seconded the motion. CARRIED. unanimously.

- 7.2. Call for Public Hearing on Kitchens and Guest Suites amendments

Motion

Alan Villanova made a motion to hold a Public Hearing on the next regularly scheduled Council meeting on **Tuesday, October 8, 2024, at 4:00 PM** Kelly Melang seconded the motion. CARRIED. unanimously.

- 7.3. Call for a Public Hearing on proposed amendments to Off-Street Parking and Loading

Motion

Alan Villanova made a motion to hold a Public Hearing on the next regularly scheduled meeting on **Tuesday, October 8, 2024, at 4:00 PM** Kelly Melang seconded the motion. CARRIED. unanimously.

- 7.4. Paving Beech Mountain Parkway in Conjunction with Eagles Nest.

Motion

M.W. Stanford made a motion to hold a Public Hearing on the next regularly scheduled meeting on **Tuesday, October 8th, 2024, at 4:00 PM** Kelly Melang seconded the motion. CARRIED. unanimously.

8. TOWN MANAGER AND STAFF REPORTS

8.1. Town Managers Report

1. Projects:

a. Skiloft Road – paving is underway this week with 10 days of completion. All utilities are complete. Kate Gavenus is writing a checklist for homeowners to restore all services to their homes.

b. Utility project – Greenbrier progressing as planned.

c. Town Hall/Visitor Center is moving towards completion, finishes, and final paving underway. All major systems are up and running. The project is at 90% completion.

d. Lake Coffey – met with the Beech Mountain Club to go over the project as it relates to the irrigation system for the golf course. We are being required to conduct a Bat Study over the next 6 months to determine what impact, if any, will be made on the bat migration.

e. Traffic counters are installed and running, we are tweaking the reports before winter to accurately collect data. Selected the Oz weekend, the gross volume was 21,000 vehicles past the town hall. (funded by TDA)

f. Traffic study is out for bid, the Town Planner is reviewing the submittals, and we expect to have the study underway for this winter traffic. (funded by TDA)

2. Would like to pursue a comprehensive strategic plan for the commercial corridor as well as surrounding private properties. Include the Buckeye Creek Rd area as a second plan. This is in response to the discussion by the council regarding the town-owned properties and the old public works buildings. Permission to send out an RFP to gain a cost estimate. Council gave Town Manager permission to send out an RFP.

3. The town has been gifted a search and rescue scent dog (k9) for use at the town's discretion. I would like to bring a formal proposal before the town council in October to include scope, legal requirements, and insurance.

4. Farmers Market #4 went well- This event has been off the charts each month, I would like to publicly thank Sandy Carr for her time and dedication to this successful Farmers Market. The Town Council won the cornhole challenge against the Fire Department. The next and last market for the year is October 4th and will feature Live music from 4:00 PM-7:00 PM, 35 types of local apples, free apple cider, and of course pumpkins.

5. The Parks and Recreation Department is hosting a "Fellowship Feast" (potluck) event on Thursday, September 26th 5:00 PM at Buckeye Recreation Center. Encourage all residents and visitors to attend.

6. Discuss the recent EMS call and the funding for the ambulance. Dispatch, Lucas, ambulance, Mountain Ambulance Foundation, (helicopter) 18 town employees and volunteers handled the call. The life was saved using the system that taxpayer dollars fund and this call was just one example of how beneficial this has all been to our town. As Dr. Murray Miller stated previously, "The life we save may be yours."

- 8.2. Monthly Finance Report
- 8.3. Fire Department Monthly Report
- 8.4. Police Department Monthly Report
- 8.5. August 2024 Recreation Report
- 8.6. DOI Report August 2024
- 8.7. Planning & Inspections Monthly Report 2024-08
- 8.8. TDA Report Sept. 2024

9. TOWN COUNCIL COMMENTS

- 9.1. Councilmember M.S. Stanford- I encourage everyone to learn CPR. Also would like to remind everyone of the flu and cold season coming up, please get your vaccinations.

Councilmember Alan Villanova- Thank you to our first responders, Fire, and Rescue the actions taken saved a life. The maintenance and attention taken to continuing the progress in our town looks great the mountain is beautiful.

Councilmember Art Beckmann- Thank you to our Fire and EMS departments. The cornhole challenge at the September Farmers Market was great. I encourage everyone to attend this great event.

Vice Mayor Kelly Melang- Autumn at Oz will be open the next two weekends and I would like to invite residents and visitors to the Historical Society Museum to view the original Oz exhibit. Calendars are available with a \$5 donation.

Mayor Weidner Abernethy- The landscaping around the mountain is changing, and the town is more vibrant and proper. I believe the mountain looks more

inviting to visitors. I want to thank and state that the Beech Mountain Police Department does a fine job protecting and representing Beech Mountain. Thank you all for your attendance to today's council meeting.

10. CLOSED SESSION - . ATTORNEY-CLIENT MATTERS PER §143-318.11(A)(3), INCLUDING TOWN OF BEECH MOUNTAIN V. GOLDSTEIN, TOWN OF BEECH MOUNTAIN V. WONDERS, TOWN OF BEECH MOUNTAIN V. RIGSBEE.

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

Motion

Kelly Melang made a motion enter into closed session M.W. Stanford seconded the motion. CARRIED. unanimously.

10.2. Mayor Abernethy called the Regular Town Council Meeting back to order at 5:56 PM.

10.3. Attorney Eggers reported that the court entered judgment in the Skiloft matter of Town of Beech Mountain vs. Montgomery and Cannon in the amount of the deposit by the town. There was not an answer filed by them and the court entered a final judgment in that matter.

11. ADJOURNMENT

11.1. Mayor Abernethy requested a motion to adjourn at 5:57 PM

Motion

M.W. Stanford made a motion to adjourn at 5:57 PM Art Beckmann seconded the motion. CARRIED. unanimously.

Town Clerk

Mayor, Town of Beech Mountain



COUNCIL ACTION ITEM

TO: Town Council
FROM: Steve Smith
DATE: October 8, 2024
SUBJECT: North Carolina Hazard Mitigation Grant Program Grant Agreement

FOR THE PURPOSE OF:

To approve the agreement between the Town of Beech Mountain and the NC Department of Public Safety, Division of Emergency Management, NCEM Hazard Mitigation Section for Phase I of the Town's Hazard Mitigation Grant Program Grant. Also known as the Lake Coffey Project.

ATTACHED FOR YOUR CONSIDERATION:

HAZARD MITIGATION GRANT PROGRAM (HMGP) AGREEMENT

STAFF RECOMMENDATION:

Approve

SIGNATURES:

Town Manager

Town Clerk

NORTH CAROLINA
HAZARD MITIGATION GRANT PROGRAM
(HMGP) GRANT AGREEMENT

THIS HAZARD MITIGATION GRANT PROGRAM (HMGP) AGREEMENT (the Agreement) is entered into by and between the **State of North Carolina, Department of Public Safety** referred to as the "AGENCY/ GRANTEE"), and **the Town of Beech Mountain, North Carolina** (hereinafter referred to as the "RECIPIENT/ SUBGRANTEE").

WHEREAS, the COVID-19 pandemic produced disastrous conditions which had a devastating impact upon parts of North Carolina; and

WHEREAS, The President of the United States has concurred and has declared an emergency or a major disaster designated DR-4487; and

WHEREAS, the Federal Emergency Management Agency (FEMA), as a result of the Presidential Declaration, has made available federal funds for hazard mitigation grants; and

WHEREAS, the North Carolina Emergency Management Act, N.C.G.S. §166A-19 *et. seq.*, N.C.G.S. §166A-19.41(b)(2)a.3., N.C.G.S. §143B-1000; §203 and §322, 42 U.S.C. 5133 and 5165, respectively, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 *et seq.*, *as amended*, and the Disaster Mitigation Act of 2000, 42 U.S.C. 5131 *et. seq.*, the Disaster Recovery Reform Act of 2018 (DRAA), *et. seq.*, and the National Flood Insurance Program, 42 U.S.C. 4011 *et. seq.* authorizes the relationship as described herein; and

WHEREAS, the RECIPIENT/SUBGRANTEE represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein, and does agree to perform as described herein;

NOW, THEREFORE, the AGENCY/GRANTEE and the RECIPIENT/ SUBGRANTEE do mutually agree as follows:

(1) **SCOPE OF WORK**

The RECIPIENT/SUBGRANTEE shall fully perform the approved HMGP Project, as described in the approved FEMA application as described in Attachment A, in accordance with the scope of work in the approved FEMA application, the estimate of costs indicated in the approved FEMA application, attached and incorporated by reference herein, and the terms and conditions of this Agreement. Approved FEMA Application is defined as the scope of work

and estimate of costs indicated in the FEMA application except for the environmental assessment cost line and cost lines associated with the geotechnical borings. Funding approval of these cost lines are subject to additional FEMA review and approval pending receipt of additional information from the RECIPIENT/SUBGRANTEE. RECIPIENT/ SUBGRANTEE shall not deviate from the approved scope of work and the terms and conditions of this Agreement. RECIPIENT/SUBGRANTEE shall comply with any and all applicable codes and standards in performing work funded under this Agreement and shall provide any appropriate maintenance and security for the project. The project costs were estimated by the RECIPIENT/SUBGRANTEE in the approved FEMA application. The final project costs will be determined according to the policies and procedures in the applicable Notice of Funding Opportunity (NOFA) for the Hazard Mitigation Grant Program and the North Carolina Division of Emergency Management Standard Operating Procedure.

(2) **FUNDING AND INSURANCE**

The AGENCY/GRANTEE shall provide 4487 Hazard Mitigation Grant Program Funds for costs incurred in performing the project identified in the approved FEMA Subapplication as identified in Attachment A as follows:

A. 4487 Hazard Mitigation Grant Program Funds

	<u>Total Costs</u>
Total Estimated Phase 1 Project Cost:	\$1,794,500.00

B. Funding Sources

1. Approved Federal Share for HMGP-4487-0007-R	\$1,615,050.00
2. Estimated Non-Federal Share for HMGP-4487-0007-R	\$179,450.00
3. Subrecipient Management Costs (Federal)	***\$0.00

TOTAL FOR: HMGP-4487-0007-R Phase 1 **\$1,794,500.00**

***Beech Mountain has included a request for Sub-Recipient Management Costs (SRMC) but has not provided sufficient supporting documentation for FEMA to review the request. Once Beech Mountain provides documentation to support the request, FEMA will review the documentation and amend the approved costs for this project to include SRMC if determined eligible. **Based on the current approved total project cost listed above, \$89,725.00 is available for SRMC, subject to incremental funding requirements.** This amount is subject to change based on cost underruns or cost overruns.

Allowable costs shall be determined in accordance with the Robert T. Stafford

Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 et seq., *as amended*, and the Disaster Mitigation Act of 2000, 42 U.S.C. 5131 et. seq.; the Disaster Recovery Reform Act of 2018 (DRRA), et. seq; the National Flood Insurance Program, 42 U.S.C. 4011 et. seq.; 2 C.F.R. Part 200; OMB Circular A-87 if applicable, N.C.G.S. §166A-41(b)(2)b., and other applicable Hazard Mitigation Grant Program (HMGP) guidance.

The RECIPIENT/SUBGRANTEE shall utilize designated submission platform to obtain reimbursement funds under this Agreement. RECIPIENT/SUBGRANTEE shall not receive funds under this Agreement if it does not submit the appropriate documentation. To receive funds under this Agreement, RECIPIENT/SUBGRANTEE shall complete the Designated Agent Form and forward it to the appropriate Division of Emergency Management HMGP Program Project Manager. As per Paragraph 12(c) of this Agreement, if RECIPIENT/SUBGRANTEE designates different representatives or designated agents, RECIPIENT/SUBGRANTEE shall notify AGENCY/GRANTEE immediately and update the Designated Agent Form to continue receiving reimbursements.

To receive reimbursement funding under this Agreement, the Designated Agent shall sign and submit the appropriate documentation and forms in the designated submission platform. RECIPIENT/SUBGRANTEE shall complete the appropriate required fields in the designated submission platform's Request for Reimbursement and submit supporting documentation and forward it to the appropriate Division of Emergency Management Hazard Mitigation Project Manager or Hazard Mitigation Specialist. AGENCY/ GRANTEE will reimburse RECIPIENT/SUBGRANTEE for eligible costs in increments of Five Hundred Dollars (\$500.00) or greater.

The final payment of funds will be made only after the project created pursuant hereto has been completed by the RECIPIENT/SUBGRANTEE and approved by the AGENCY/GRANTEE, submission of all required documentation and a request for final reimbursement.

(3) **DUPLICATION OF BENEFITS PROHIBITION**

In accordance with the provisions of 42 U.S.C. §5155 (Section 312 of the Stafford Act) duplication of benefits is prohibited. The RECIPIENT/ SUBGRANTEE shall notify the AGENCY/GRANTEE, as soon as practicable, of the existence of any insurance coverage for the costs identified in the application, and of any entitlement to or recovery of funds from any other source for the Project costs, including, as applicable, Federal, State, local, and private funding. Allowable costs shall be reduced by the amount of duplicate sources available. The RECIPIENT/SUBGRANTEE shall be liable to the AGENCY/GRANTEE to the

extent that the RECIPIENT/SUBGRANTEE receives duplicate benefits from any other source for the same purposes for which the RECIPIENT/ SUBGRANTEE has received payment from the AGENCY/GRANTEE.

The RECIPIENT/SUBGRANTEE shall immediately remit to the AGENCY/ GRANTEE any duplication of benefits payment received by the RECIPIENT/ SUBGRANTEE. In the event the AGENCY/GRANTEE determines a duplication of benefits has occurred RECIPIENT/SUBGRANTEE hereby authorizes the Controller of the Department of Public Safety to take offset action against any other available funding due the RECIPIENT/SUBGRANTEE. In addition, RECIPIENT/SUBGRANTEE shall ensure, as a condition of funding under this Agreement, that all required Privacy Act releases and Duplication of Benefit paperwork is completed.

(4) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the RECIPIENT/SUBGRANTEE and the AGENCY/GRANTEE shall be governed by applicable State and Federal laws, rules regulations, executive orders, policies, procedures, and directives, including but not limited to, those identified in Attachments B, C, and D.

(5) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

This Agreement becomes effective upon execution of the signatures of all parties. The date of execution shall be the date of the last signature. This Agreement shall terminate three years after the effective date unless terminated earlier in accordance with the provisions of paragraphs (6), (8), (11), (13) or (17) of this Agreement. The Period of Performance expires on **February 1, 2026. All work must be completed by this date. Project costs and management costs incurred after the Period of Performance are not eligible for reimbursement.** If the initial POP is extended, the State will notify the County of such an extension prior to the expiration of the POP and will seek a Modification per Section 6 of this Agreement. If the original POP is not extended, the State will notify the County of the expiration of the POP. In the event the POP is not extended, the County will be required to submit all documents necessary for closeout contemplated under this Agreement within 30 days of the expiration of the POP.

(6) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes, which are mutually agreed upon, shall be valid only when reduced in writing, duly signed by each of the parties hereto, and attached in the original of this Agreement.

(7) **RECORD KEEPING, PROCUREMENT AND PROPERTY MANAGEMENT**

- (a) If applicable, RECIPIENT/SUBGRANTEE's performance under this Agreement shall be subject to 2 C.F.R. Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", Subpart B "General Provisions."
- (b) If applicable, all financial and programmatic records, supporting documents statistical records and other records of RECIPIENT/SUBGRANTEE shall be retained pursuant to 2 C.F.R. Part 200 and 9 NCAC Part 3M. All original records pertinent to this Agreement shall be retained by the RECIPIENT/SUBGRANTEE for five years following the date of termination of this Agreement or of submission of the final closeout report, whichever is later, with the following exception:
- If any litigation, claim, or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims, or audit findings involving the records have been resolved.
- (c) All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and other applicable laws and regulations.
- (d) The RECIPIENT/SUBGRANTEE, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the AGENCY/GRANTEE, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the AGENCY/GRANTEE.

(8) **REPORTS**

- (a) The RECIPIENT/SUBGRANTEE shall provide monthly progress reports through the designated submission platform to the AGENCY/GRANTEE, using the Progress Report Form. Progress Reports are due by the tenth of the following month. The approved FEMA application as described in Attachment A, incorporated by reference, includes the timeline and tasks for the work schedule.

In order to complete the project before the end of the period of performance established by FEMA in the FEMA award letter, RECIPIENT/SUBGRANTEE shall provide its Project Management Schedule to the AGENCY/GRANTEE that outlines RECIPIENT/SUBGRANTEE's plan for completion and that track and demonstrate completion of each task listed in the approved FEMA application by the timeframe listed in the approved FEMA application.

The Scope of Work and Budget are listed in Attachment A. RECIPIENT/SUBGRANTEE shall provide its Budget and any budget revisions for the project and for managing the project to AGENCY/SUBGRANTEE.

RECIPIENT/SUBGRANTEE shall provide a business plan to AGENCY/SUBGRANTEE regarding the method of procurement of contractors and subcontractors to implement the project in the approved application in accordance with 2 C.F.R. Part 200 and other applicable federal, state, and local requirements. RECIPIENT/SUBGRANTEE shall submit a copy of its Procurement Letter to AGENCY/GRANTEE that identifies the method of procurement and procurement policies and procedures for the procurement of its contractors. RECIPIENT/SUBGRANTEE shall provide AGENCY/GRANTEE copies of RECIPIENT's procurement document (Invitation For Bids, Request For Proposal, etc.), advertisement of the procurement, responses received, selected or awarded bid or contractor, and contracts.

RECIPIENT/SUBGRANTEE's Project Management Schedule and its Budget are due to AGENCY/GRANTEE forty-five (45) days from the date of execution of the grant agreement. The Project Management Schedule, Budget, Progress Reports, and other reports shall indicate the status and completion date for each project funded, any problems or circumstances affecting completion dates, or the scope of work, or the project costs, and any other factors reasonably anticipated to result in noncompliance with the terms of the grant award. Interim inspections shall be scheduled by the RECIPIENT/SUBGRANTEE prior to the final inspection and may be requested by the AGENCY/GRANTEE based on information supplied in the progress reports.

The AGENCY/GRANTEE may require additional reports as needed. The RECIPIENT/ SUBGRANTEE shall, as soon as possible, provide any additional reports or documentation requested by the AGENCY/GRANTEE. The AGENCY/ GRANTEE contact will be the Division of Emergency Management Hazard Mitigation Grant Program Project Manager or Hazard Mitigation Specialist for all reports and

requests for reimbursement.

- (b) RECIPIENT/SUBGRANTEE shall provide the AGENCY/GRANTEE with a closeout report on forms provided by the AGENCY/GRANTEE. The closeout report, all outstanding reimbursements requests, and all other financial, performance, and other reports as required by the terms and conditions of the Federal award and this Agreement are due no later than thirty (30) days after termination of this Agreement or upon completion of the activities contained in this Agreement or upon the expiration of the Period of Performance, whichever is earlier.
- (c) If all required reports or documentation and copies are not sent to the AGENCY/ GRANTEE or are not completed in a manner acceptable to the AGENCY/GRANTEE, the AGENCY/ GRANTEE may withhold further payments until they are completed or may take such other action as set forth in paragraph (11). The AGENCY/GRANTEE may terminate the Agreement with a RECIPIENT/ SUBGRANTEE if reports are not received within thirty (30) days after written notice by the AGENCY/ GRANTEE. "Acceptable to the AGENCY/GRANTEE" means that the work product was completed in accordance with generally accepted principles and is consistent with the Budget and Scope of Work contained in Attachment A.
- (d) Upon request by the AGENCY/GRANTEE, the RECIPIENT/ SUBGRANTEE shall provide such additional program updates, documentation or information as may be required by the AGENCY/GRANTEE.

(9) MONITORING

The RECIPIENT/SUBGRANTEE shall constantly monitor its performance under this Agreement to ensure that time schedules are being met, the Budget and Scope of Work is being accomplished within specified time periods, and other performance goals are being achieved. Such review shall be made for each function, or activity set forth in Attachment A to this Agreement and incorporated by reference herein.

(10) LIABILITY

- (a) Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This

Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

- (b) Except as otherwise provided in subparagraph (c) below, the RECIPIENT/SUBGRANTEE shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement and shall save the AGENCY/GRANTEE harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, RECIPIENT/SUBGRANTEE agrees that it is not an employee or agent of the AGENCY/GRANTEE, but is an independent contractor.
- (c) RECIPIENT/SUBGRANTEE who is a state agency or subdivision, agrees to be fully responsible for its own negligent acts or omissions or tortious acts. Nothing herein is intended to serve as a waiver of sovereign immunity by any RECIPIENT/ SUBGRANTEE to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of North Carolina to be sued by third parties in any matter arising out of any contract.

(11) DEFAULT: REMEDIES: TERMINATION

- a) If any of the following events occur ("Events of Default"), all obligations on the part of the AGENCY/GRANTEE to make any further payment of funds hereunder shall, if the AGENCY/GRANTEE so elects, terminate, and the AGENCY/GRANTEE may at its option exercise any of its remedies set forth herein, but the AGENCY/GRANTEE may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:
 - 1. If any warranty or representation made by the RECIPIENT/SUBGRANTEE in this Agreement or any previous Agreement with the AGENCY/GRANTEE shall at any time be false or misleading in any respect, or if the RECIPIENT/SUBGRANTEE shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the AGENCY/GRANTEE and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;
 - 2. If any material adverse change shall occur in the financial

condition of the RECIPIENT/SUBGRANTEE at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the AGENCY/GRANTEE, and the RECIPIENT/SUBGRANTEE fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the AGENCY/GRANTEE;

3. If any reports required by this Agreement have not been submitted to the AGENCY/GRANTEE or have been submitted with incorrect, incomplete or insufficient information;
 4. If the RECIPIENT/SUBGRANTEE has failed to perform and complete in timely fashion any of the services required under the Budget and Scope of Work found in Attachment A.
 5. If the necessary funds are not available to fund this agreement as a result of action by the United States Congress, the N.C. General Assembly, or the Office of State Budget and Management.
- (b) Upon the happening of an Event of Default, then the AGENCY/GRANTEE may, at its option, upon written notice to the RECIPIENT/SUBGRANTEE and upon the RECIPIENT/ SUBGRANTEE's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the AGENCY/GRANTEE from pursuing any other remedies contained herein or otherwise provided at law or in equity:
1. Terminate this Agreement, provided that the RECIPIENT/SUBGRANTEE is given at least fifteen (15) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail return receipt requested, to the address set forth in paragraph (12) herein;
 2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;
 3. Withhold or suspend payment of all or any part of a request for payment;
 4. Exercise any other rights or remedies which may otherwise be available under law.
- (c) The AGENCY/GRANTEE may terminate this Agreement for cause upon

such written notice to RECIPIENT/SUBGRANTEE of such termination and specifying the effective date thereof, at least one (1) day before the effective date of termination. Cause shall include, but not be limited to, misrepresentation in the grant application, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner, and refusal by the RECIPIENT/SUBGRANTEE to permit public access to any document, paper, letter, or other material subject to disclosure under N.C. General Statutes.

- (d) Termination for Convenience: If this contract contemplates deliveries or performance over a period of time, the AGENCY/GRANTEE may terminate this Agreement at any time by providing fifteen (15) days' notice in writing from the AGENCY/GRANTEE to the RECIPIENT/SUBGRANTEE. In that event, any or all finished or unfinished deliverables prepared by the RECIPIENT/SUBGRANTEE or its contractors or subcontractors under this Agreement shall, at the option of the AGENCY/GRANTEE, become its property. If the Agreement is terminated by the AGENCY/GRANTEE as provided in this section, the AGENCY/GRANTEE shall reimburse for those eligible items for which such option is exercised, less any payment or compensation previously made.
- (e) Suspension or termination constitutes final AGENCY/GRANTEE action. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.
- (f) The RECIPIENT/SUBGRANTEE shall return funds to the AGENCY/GRANTEE if found in non-compliance with laws, rules, regulations governing the use of the funds or this Agreement.
- (g) Notwithstanding the above, the RECIPIENT/SUBGRANTEE shall not be relieved of liability to the AGENCY/GRANTEE by virtue of any breach of Agreement by the RECIPIENT/SUBGRANTEE. The AGENCY/GRANTEE may, to the extent authorized by law, withhold any payments to the RECIPIENT/SUBGRANTEE for purpose of set-off until such time as the exact amount of damages due the AGENCY/GRANTEE from the RECIPIENT/ SUBGRANTEE is determined.

(12) **NOTICE AND CONTACT**

- (a) All notices provided under or pursuant to this Agreement shall be in writing, first class, certified mail, return receipt requested, to the representative or designated agent(s) identified below and said notification attached to the original of this Agreement. If the

RECIPIENT/SUBGRANTEE designates different representatives or designated agents, RECIPIENT/SUBGRANTEE shall notify AGENCY/GRANTEE immediately and update the Designated Agent Form to continue receiving reimbursements.

- (b) The name and address of the AGENCY/GRANTEE contract manager for this Agreement is:

**NCEM Hazard Mitigation Section
Department of Public Safety
Division of Emergency Management
4238 MSC
Raleigh, NC 27699-4238**

- (d) The name and address of the Representative of the RECIPIENT/SUBGRANTEE (Designated Agent) responsible for the administration of this Agreement is:

**Mailing Address:
Steven Smith
Finance Director
Town of Beech Mountain
403 Beech Mountain Parkway
Beech Mountain, NC 28604**

**Overnight Address:
Steven Smith
Finance Director
Town of Beech Mountain
403 Beech Mountain Parkway
Beech Mountain, NC 28604**

If the RECIPIENT/SUBGRANTEE designates different representatives or designated agents, RECIPIENT/SUBGRANTEE shall notify AGENCY/GRANTEE within 30 days and update the Designated Agent Form to continue receiving reimbursements.

(13) OTHER PROVISIONS

- (a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the RECIPIENT/SUBGRANTEE, in the Application, in any subsequent submission or response to the AGENCY/ GRANTEE request, or any submission or response to fulfill the requirements of this Agreement, and

such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the AGENCY/GRANTEE and with thirty (30) days written notice to the RECIPIENT/SUBGRANTEE, cause the termination of this Agreement and the release of the AGENCY/ GRANTEE from all its obligations to the RECIPIENT/ SUBGRANTEE.

- (b) This Agreement shall be construed under the laws of the State of North Carolina and venue for any actions arising out of this Agreement shall be filed in State Court in Wake County, North Carolina. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
- (c) No waiver by the AGENCY/GRANTEE of any right or remedy granted hereunder or failure to insist on strict performance by the RECIPIENT/ SUBGRANTEE shall affect or extend or act as a waiver of any other right or remedy of the AGENCY/GRANTEE hereunder, or affect the subsequent exercise of the same right or remedy by the AGENCY/ GRANTEE for any further or subsequent default by the RECIPIENT/ SUBGRANTEE. Any power of approval or disapproval granted to the AGENCY/ GRANTEE under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.
- (d) All National Flood Insurance Program documentation and repetitive loss information will bear the notice:

“The information contained in this document is legally privileged and confidential. Its use is protected under the Privacy Act of 1974, 5 U.S.C. § 552(a). Use of this information should be restricted to applicable routine use cited in the systems notice published in 56 FR 26415.”

(14) AUDIT REQUIREMENTS

- (a) If applicable, RECIPIENT/SUBGRANTEE shall provide the following completed documentation to the AGENCY/GRANTEE:
 - Subrecipient Authorized Representative;
 - State-Applicant Disaster Assistance Agreement;
 - Private Non-Profit Organization Certification (if required);
 - Summary of Documentation Form itemizing actual costs expended for large project payment requests;
 - Monthly Progress Reports;

- Hard copies of Single Audit Reports within 60 days of close of fiscal year.

If the RECIPIENT/SUBGRANTEE fails to provide any of the documentation discussed or requested in this Agreement, the AGENCY/GRANTEE will be under no obligation to reimburse the RECIPIENT/SUBGRANTEE for eligible expenses.

- (b) The RECIPIENT /SUBGRANTEE agrees to maintain financial procedures and support documents and to establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative, to account for the receipt and expenditure of funds under this Agreement. If applicable, RECIPIENT/SUBGRANTEE shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et. seq., 44 C.F.R. Part 14, 2 C.F.R. Part 200, and applicable North Carolina laws, rules, and regulations. Further, RECIPIENT/SUBGRANTEE must provide a hard copy of the Single Audit Report within sixty (60) days of the close of its fiscal year. Otherwise, pursuant to 2 C.F.R. §200.339 the AGENCY/ GRANTEE may withhold or suspend payments under any grant award.
- (c) These records shall be available at all reasonable times for inspection, review, or audit by the N.C. State Auditor and other personnel duly authorized by the AGENCY/GRANTEE. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., Eastern Standard Time, Monday through Friday.
- (d) The RECIPIENT/SUBGRANTEE shall also provide the AGENCY/ GRANTEE with the records, reports, or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
- (e) The RECIPIENT/SUBGRANTEE shall provide the AGENCY/ GRANTEE and the Office of the State Auditor with an annual financial audit report. The annual financial audit report shall include all management letters and the RECIPIENT/SUBGRANTEE's response to all findings, including corrective actions to be taken.
- (f) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the RECIPIENT/ SUBGRANTEE shall be held liable for reimbursement to the AGENCY/GRANTEE of all funds not spent in

accordance with these applicable regulations and Agreement provisions within thirty (30) days after the AGENCY/GRANTEE has notified the RECIPIENT/SUBGRANTEE of such non-compliance.

- (g) The RECIPIENT/SUBGRANTEE shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five years after the date of submission of the final expenditures report or as indicated in the applicable application, whichever is longer. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

(15) SUBCONTRACTS

- (a) If the RECIPIENT/SUBGRANTEE subcontracts any or all of the work required under this Agreement, the RECIPIENT/ SUBGRANTEE agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the AGENCY/GRANTEE.
- (b) The RECIPIENT/SUBGRANTEE agrees to include in the subcontract that the subcontractor shall hold the AGENCY/ GRANTEE and RECIPIENT/ SUBGRANTEE harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.
- (c) If the RECIPIENT/SUBGRANTEE subcontracts, a copy of the executed subcontract must be forwarded to the AGENCY/ GRANTEE within ten (10) days of execution of said subcontract.
- (d) If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 CFR 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (e) Contractual arrangement shall in no way relieve the RECIPIENT/ SUBGRANTEE of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

(16) TERMS AND CONDITIONS

This Agreement and any exhibits and amendments annexed hereto, and any documents incorporated specifically by reference represents the entire Agreement

between the parties and supersedes all prior oral and written statements or agreements.

(17) **STANDARD CONDITIONS**

The RECIPIENT/SUBGRANTEE agrees to be bound by the following standard conditions:

- (a) The State of North Carolina's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the N.C. General Assembly and is contingent upon U.S. Congress providing Hazard Mitigation Grant Program (HMGP) funds for projects.
- (b) If otherwise allowed under this Agreement, extension of an agreement for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial agreement.
- (c) If RECIPIENT/SUBGRANTEE requires an extension of the current Period of Performance (POP) for this project, then RECIPIENT/SUBGRANTEE must prepare and submit a Request For Extension to the State Hazard Mitigation Officer no later than ninety (90) days prior to the expiration of the POP for this award. The Request for Extension must be on letterhead, provide all the required information outlined in the applicable FEMA Notice of Funding Availability (NOFA) and signed by the Designated Agent.
- (d) The AGENCY/GRANTEE reserves the right to unilaterally cancel this Agreement for refusal by the RECIPIENT/SUBGRANTEE to allow public access to all documents, papers, letters, or other material subject to the provisions of the N.C. General Statutes and made or received by the Contractor/RECIPIENT/SUBGRANTEE in conjunction with the Agreement.

(18) **ATTACHMENTS**

- (a) All attachments to this Agreement are incorporated as if set out fully herein.
- (b) In the event of any inconsistency or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.
- (c) This Agreement includes the following attachments or documents incorporated by reference as if fully set out herein:

- | | | |
|----|--------------|---|
| 1. | Attachment A | Approved Project Budget & Scope of Work |
| 2. | Attachment B | Program Statutes and Regulations |
| 3. | Attachment C | Lobbying Prohibition/Self
Certification/ |
| 4. | Attachment D | Statement of Assurances |

(19) FUNDING/CONSIDERATION

All funds shall be requested through the appropriate forms and designated submission platform that are provided by the AGENCY/GRANTEE.

(20) LOBBYING PROHIBITION

No funds or other resources received from the State in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the N.C. General Assembly or any state department. The RECIPIENT/SUBGRANTEE shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended). If applicable, the RECIPIENT/SUBGRANTEE must sign and submit to the State the Certification Regarding Lobbying, attached as **Attachment C**, and incorporated by reference herein. Refer to Attachment C for additional terms and provisions relating to lobbying.

(21) LEGAL AUTHORIZATION

The RECIPIENT/SUBGRANTEE certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The RECIPIENT/SUBGRANTEE also certifies that the undersigned possesses the authority to legally execute and bind RECIPIENT/SUBGRANTEE to the terms of this Agreement. Pursuant to the North Carolina Emergency Management Act, N.C.G.S. §166A-19.41(b)(2)a.3.; §203 and §322, 42 U.S.C. 5133 and 5165, respectively, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 et seq., *as amended*, the Disaster Mitigation Act of 2000, 42 U.S.C. 5131 et. seq.; The Disaster Recovery Reform Act of 2018, et seq.; the National Flood Insurance Program, 42 U.S.C. 4011 et. seq.; 44 C.F.R. Parts 201 and 206; communities are eligible to apply for Hazard Mitigation Grant Program (HMGP). Communities on probation or suspended under 44 C.F.R. Part 60 of the NFIP are not eligible.

(22) ASSURANCES

The RECIPIENT/SUBGRANTEE shall execute and comply with the Statement

of Assurances incorporated as Attachment D and any additional assurances included as part of the FEMA Subapplication which is incorporated into this Agreement by reference.

(23) SPECIAL CONDITIONS

- (a) The RECIPIENT/SUBGRANTEE shall comply with the special conditions set forth in Attachment E, attached hereto and incorporated by this reference.
- (b) Failure of the RECIPIENT/SUBGRANTEE to comply with the special conditions listed in Attachment E or the program statutes and regulations in Attachments B and D of this Agreement shall be cause for the immediate suspension of payments or the immediate termination of this Agreement.

(24) HAZARD MITIGATION PLAN

If RECIPIENT/SUBGRANTEE is a local governmental entity, RECIPIENT/SUBGRANTEE shall complete, adopt, and update an all-hazards mitigation plan in a manner satisfactory to the State Hazard Mitigation Officer and in accordance with FEMA and State requirements including but not be limited to, 44 C.F.R. 201.6, 44 C.F.R. 201.3, and NCGS 166A-19.41. The all-hazards mitigation plan shall be developed in accordance with the minimum criteria for local hazard mitigation plans as determined by the AGENCY/GRANTEE. The minimum criteria are incorporated by reference into this Agreement as if fully set out herein.

(25) PROCUREMENTS AND CONTRACTS

RECIPIENT/SUBGRANTEE shall follow all federal, state, and local procurement laws including but not limited to those provisions found in 2 C.F.R. §200.318-327. RECIPIENT/SUBGRANTEE shall include the required contract provisions referenced in 2 C.F.R. §200.327 and found in Appendix II to Part 200 in all procurements and contracts.

IN WITNESS WHEREOF, the AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE have each executed this Agreement, this the _____.

**CONTRACTING AGENCY
DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF PUBLIC SAFETY**

WITNESS:

BY: _____
**WILLIAM C. RAY
DIRECTOR & DEPUTY HOMELAND SECURITY
ADVISOR
DIVISION OF EMERGENCY MANAGEMENT
DATE _____**

WITNESS:

BY: _____
**CASANDRA S. HOEKSTRA
CHIEF DEPUTY SECRETARY ADMINISTRATION
DEPARTMENT OF PUBLIC SAFETY
DATE _____**

WITNESS:

BY: _____
**STEVEN SMITH
FINANACE DIRECTOR
TOWN OF BEECH MOUNTAIN
FEDERAL EMPLOYER I.D. # 56-1308040
DATE _____**

APPROVED AS TO PROCEDURES:

BY: _____
**SHARON MARSALIS Ph.D., BUDGET DIRECTOR
DEPARTMENT OF PUBLIC SAFETY
DATE _____**

APPROVED AS TO FORM SUBJECT TO EXECUTION BY CASANDRA S. HOEKSTRA, CHIEF DEPUTY SECRETARY ADMINISTRATION OF THE DEPARTMENT OF PUBLIC SAFETY.

DEPARTMENT OF PUBLIC SAFETY

BY: _____
DEPUTY GENERAL COUNSEL

**A-1
ATTACHMENT A**

BUDGET AND SCOPE OF WORK

RECIPIENT/SUBGRANTEE shall implement the **Hazard Mitigation Grant Program Funds Project 4487-0007-R** as summarized below and as described in the approved application (4487-0007-R). The AGENCY/GRANTEE shall reimburse eligible costs according to the following expenditures:

Hazard Mitigation Grant Program Funds - Project 4487-0007-R	Total Costs
Total Estimated Phase 1 Project Cost:	\$1,794,500.00

The Total Estimated Project Cost is an estimate only. The final project costs will be determined according to the policies and procedures in the applicable Notice of Funding Availability (NOFA) for the Hazard Mitigation Grant Programs and the North Carolina Division of Emergency Management Standard Operating Procedure.

B. Funding Sources	
1. Approved Federal Share for HMGP-4487-0007-R	\$1,615,050.00
2. Estimated Non-Federal Share for HMGP-4487-0007-R	\$179,450.00
3. Subrecipient Management Costs (Federal)	*** \$0.00
 TOTAL FOR: HMGP-4487-0007-R Phase 1	 \$1,794,500.00

***Beech Mountain has included a request for Sub-Recipient Management Costs (SRMC) but has not provided sufficient supporting documentation for FEMA to review the request. Once Beech Mountain provides documentation to support the request, FEMA will review the documentation and amend the approved costs for this project to include SRMC if determined eligible. **Based on the current approved total project cost listed above, \$89,725.00 is available for SRMC, subject to incremental funding requirements.** This amount is subject to change based on cost underruns or cost overruns.

A-2

Scope of Work Summary

The Town of Beech Mountain will utilize project funds to complete the design and engineering required to move forward to Phase 2. No construction activities have been approved for this project. This project will be delivered in accordance with the Scope of Work, Budget, and Schedule outlined in the Approved FEMA application.

Approved Phase 1 Budget Item	Amount
Pre-award Planning	\$79,500.00
Environmental Assessment Professional Services	*
Geotechnical Services pre-design investigation - borings	*
Geotechnical Services pre-design investigation – lab	*
Geotechnical Services pre-design investigation – analysis &	*
Land Surveying – field work	\$45,000.00
Land Surveying – office work	\$10,000.00
Project Engineer – Design Team Management	\$50,000.00
Civil Engineering Design – reservoir/site	\$60,000.00
Civil Engineering Design – Pumping Station	\$100,000.00
Civil Engineering Design – Force Main	\$60,000.00
Civil Engineering Design – Tie-in at WTP	\$12,000.00
Electrical Engineering	\$24,000.00
Dam & Hydraulics Engineering Design	\$142,500.00
Stream Impacts Design and Permitting Professional	\$30,000.00
Stream Impacts Compensatory Mitigation Fees	\$1,105,000.00
State Dam Safety Permit Fee	\$50,000.00
Other State Permit Fees	\$2,500.00
Legal Services (agreement with other water users, construction contract review, etc.)	\$24,000.00
Sub-Recipient Management Cost	\$**
Total	\$1,794,500.00

*Please note that the environmental assessment and the line items associated with the geotechnical borings scope of work items have not been included in the initial approved budget:

- Once we reach a point in Phase 1 where a determination can be made on whether or not an environmental assessment will be needed, FEMA can amend the budget/scope of Phase 1 to include this line item if deemed necessary.
- The geotechnical borings require ground disturbance and therefore must undergo additional review and consultation as part of the Environmental Historic Preservation (EHP) review process. In order to complete these reviews, FEMA will need to know the following information related to the geotechnical borings:

- Location of each boring – latitude and longitude
- Amount of ground disturbance necessary to complete each of the required borings (length, width and depth)

Once FEMA receives this information related to the geotechnical borings, they can review this portion of the Phase 1 scope of work and amend the project as necessary.

** Beech Mountain has included a request for Sub-Recipient Management Costs (SRMC) but has not provided sufficient supporting documentation for FEMA to review the request. Once Beech Mountain provides documentation to support the request, FEMA will review the documentation and amend the approved costs for this project to include SRMC if determined eligible. Based on the current approved total project cost listed above, \$89,725.00 is available for SRMC, subject to incremental funding requirements. This amount is subject to change based on cost underruns or cost overruns.

The Town of Beech Mountain will utilize Phase 1 funds to complete the design and engineering required to move forward with Phase 2. The approved scope of work is for **Phase 1 only**, which includes surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase 2 approval. No construction activities for this project have been approved.

Phase	SRMC (Federal Share)	Total Fed Share (Project and	Non-federal Share (Project and	Total Project Cost (Project + SRMC)	Status
1	\$**	\$1,615,050.0	\$179,450.00	\$1,794,500.00	Approved
1 (environmental assessment and geotechnical borings)	\$**				Pending Approval
2	\$**				Pending Approval

The sub-applicant must submit the Phase 1 deliverables below for FEMA’s review and approval. Once all Phase 1 deliverables are received, reviewed, and approved by FEMA, eligible Phase 2 costs will be amended onto the subgrant. Starting any Phase 2 work, or any other ground disturbing activities or construction, without FEMA’s written approval could jeopardize the project funding. Completion of phase I, FEMA approval of phase II and completion of phase II need to be completed within the Period of Performance for the grant, which is February 1, 2026.

Phase 1 Deliverables:

The following is the approved Scope of Work (SOW) for the above referenced project: Beech Mountain will complete the first phase of the proposed drought mitigation project, which consists of the non-construction activities necessary to plan, survey, engineer, design, and permit the proposed project. The following information and deliverables must be gathered during Phase 1 and submitted to FEMA for review:

Environmental:

- A U.S. Army Corps of Engineers (USACE) permit under the Clean Water Act or a letter from USACE stating that a permit is not required
- Full spectrum of the SOW with GPS coordinates, KMZ files, maps with overlays for area to be disturbed
- Total acreage of disturbance for work to be completed
- Ground disturbance dimensions (length, width, and depth) for all construction activities such as dredging and dirt removal
- Maps of proposed ground disturbance
- How much vegetation will be removed in cubic yards and what types of vegetation
- Photos of the area that will be removed between the reservoirs
- Construction plans and/or renderings
- If Phase 2 will affect or be affected by the floodplain, project alternatives must be provided
- If Phase 2 will affect or be affected by the floodplain, a copy of a Final Public Notice that meets the requirements of 44 CFR Part 9.12 must be included
- H&H Study
- The forested area to the south of Lake Santis looks undisturbed:
 - What is the limit of disturbance when the reservoir was constructed?
 - Did it extend throughout the existing, forested area that will be impacted for the construction of the single reservoir?
- The stream reach exiting Lake Santis is to be relocated or restored (confirm which):
 - Is this stream reach also very heavily ripped like the northern stream reach entering Lake Santis?

Technical:

- Confirm that the proposed technical solution will solve the problem and the level of protection
- An updated cost estimate with actual costs for Phase 1 and updated costs for Phase 2 based on design
- Refined BCA with damages before mitigation and damages after mitigation consistent with design documents
- Description of how the project will reduce drought impacts and specify the increased water supply
- Documentation that the project can independently solve the problem and is a functional

portion of a solution

- Design plans, specifications and engineering analysis (such as design calculations and minimum level of protection provided by the project, hydrologic, geologic and hydrogeologic information, system water balance, demand studies and safe yield calculations)
- Confirm that the project conforms with accepted engineering practices, established codes, standards, modeling techniques and best practices
- Confirm and document the increase in water supply capacity

The following project conditions must be met:

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

B-1

ATTACHMENT B

PROGRAM STATUTES AND REGULATIONS

The North Carolina Division of Emergency Management as administrators of this Hazard Mitigation Grant Programs are governed by the following statutes, regulations, procedures, and policies:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 et. seq.;
- (2) 44 C.F.R. Parts 7, 9, 18, 25, 60, 201, 206, 44 C.F.R. Part 209, 2 CFR Part 180, 2 C.F.R. Part 200, and any other applicable FEMA policy memoranda and guidance documents;
- (3) Chapter 166A of the N.C. General Statutes, N.C.G.S. § 166A-19 et. seq., “The N.C. Emergency Management Act”;
- (4) State of North Carolina Administrative Plan and policies and procedures of the N.C. Division of Emergency Management;
- (5) The applicable Department of Homeland Security, Federal Emergency Management Agency Notice of Funding Opportunity (NOFA) for HMGP;
- (6) All applicable laws and regulations delineated in Attachments D&E of this Agreement;
- (7) All applicable laws, ordinances, codes, rules, regulations, licensing requirements, and other regulatory matters that are applicable to the work performance under this Agreement, including those of federal, state and local agencies having appropriate jurisdiction.

**C-1
ATTACHMENT C**

LOBBYING PROHIBITION

The undersigned certifies, 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 either directly or indirectly an officer or employee of any state or federal agency, a member of the N.C. Legislature, 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 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.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUB-RECIPIENT/SUBGRANTEES shall certify and disclose accordingly.

This certification is a material representative 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 31 U.S.C.1352. 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 RECIPIENT/SUBGRANTEE certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the RECIPIENT/SUBGRANTEE understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

RECIPIENT/SUBGRANTEE

BY: _____
Steven Smith
Town of Beech Mountain

D-1
ATTACHMENT D

STATEMENT OF ASSURANCES

The RECIPIENT/SUBGRANTEE hereby assures and certifies that:

- (a) It possesses legal authority to enter into this agreement and to execute the proposed program.
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the HMGP application to FEMA, including all understandings and assurances contained therein, and directing and authorizing the RECIPIENT/ SUBGRANTEE's chief executive officer to act in connection with the application and to provide such additional information as may be required.
- (c) No member or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same. No member, officer, or employee of the RECIPIENT/SUBGRANTEE, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to program during his tenure or for one year thereafter, shall have any interest direct or indirect, in any contract or program assisted under this agreement. The RECIPIENT/SUBGRANTEE shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes stated above.
- (d) It will comply with and conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et. seq., 2 C.F.R. Part 200, and applicable North Carolina laws, rules, and regulations. Additionally, the RECIPIENT/ SUBGRANTEE shall comply with the requirements related to audits and financial management pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et. seq. and shall provide the documentation discussed below and requested under this Agreement. RECIPIENT/ SUBGRANTEE must provide a hard copy of the Single Audit Act Report within sixty (60) days of the close of its fiscal year. Otherwise, 2 C.F.R. 200.339, the AGENCY/SUBGRANTEE may withhold or suspend payments under any grant award. Failure to provide such documentation or to comply with said requirements shall terminate any obligation on behalf of the AGENCY/GRANTEE to reimburse the RECIPIENT/SUBGRANTEE for eligible expenses.

D-2

(e) *Where applicable, it will comply with:*

(1) **Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 3701 et seq. – In accordance with 29 CFR 5.5(b)(1)-(4):**

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.

Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Town shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section; and

- (2) **Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq.,** requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (3) **Davis Bacon Act.** The Davis-Bacon and Related Acts (Davis-Bacon Act) require the payment of prevailing wages on certain federally funded or funded construction activities. **The Davis-Bacon Act does not apply to HMA programs, including HMGP, as it is not required by the programs' authorizing statutes.** However, Davis-Bacon Act compliance may be required if HMA funds are used in conjunction with another federal agency's grant, such as Community Development Block Grant Disaster Recovery funding from the Department of Housing and Urban Development or if required by local, tribal, and territorial government laws.
- (4) National Environmental Policy Act of 1969, 42 U.S.C. §4321; et. seq.; EO11991; EO12148; Coastal Zone Management Act of 1972, 16 U.S.C. §1451 et. seq.; Section 176(c) of the Clean Air Act of 1955, 42 U.S.C. §7401 et. seq.; Safe Drinking Water Act of 1974, 42 U.S.C. §300f et. seq.; Endangered Species Act of 1973, 16 U.S.C. §1532 et. seq.; Wild and Scenic Rivers Act of 1968, 16 U.S.C. §1271 et. seq.
- (5) Section 106 of the National Historic Preservation Act of 1966, 54 U.S.C. 306108 (former 16 U.S.C. §470 et. seq.); EO11593; Archaeological and Historic Preservation Act of 1974, 54 U.S.C. 312501 et. seq. (16 U.S.C. §469a-1 et. seq.).
- (6) **Clean Air Act, 42 U.S.C. 7401 et. Seq.** The RECIPIENT/SUBGRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to the RECIPIENT/SUBGRANTEE and understands and agrees that the RECIPIENT/SUBGRANTEE will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal

assistance provided by FEMA.

Federal Water Pollution Control Act. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The contractor agrees to report each violation to the RECIPIENT/SUBGRANTEE and understands and agrees that the RECIPIENT/SUBGRANTEE will, in turn, report each violation as required to assure notification to the AGENCY/GRANTEE, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

- (7) **Suspension and Debarment.** This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by RECIPIENT/SUBGRANTEE. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to RECIPIENT/SUBGRANTEE, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- (f) ***During the performance of this contract, the RECIPIENT/SUBGRANTEE agrees it will comply with:***

(1) The RECIPIENT/SUBGRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The RECIPIENT/SUBGRANTEE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual 7 See 2 C.F.R. Part 200, Appendix II, § C. Contract Provisions Guide 11 orientation, gender identity, or national origin. Such action shall include,

but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The RECIPIENT/SUBGRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The RECIPIENT/SUBGRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The RECIPIENT/SUBGRANTEE will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the RECIPIENT/SUBGRANTEE's legal duty to furnish information.

(4) The RECIPIENT/SUBGRANTEE will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The RECIPIENT/SUBGRANTEE will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The RECIPIENT/SUBGRANTEE will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of

investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other Contract Provisions Guide 12 sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The RECIPIENT/SUBGRANTEE will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The RECIPIENT/SUBGRANTEE will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The RECIPIENT/SUBGRANTEE further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, that if the RECIPIENT/SUBGRANTEE so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The RECIPIENT/SUBGRANTEE agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the

Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The RECIPIENT/SUBGRANTEE further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- (2) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the RECIPIENT/SUBGRANTEE, this assurance shall obligate the RECIPIENT/SUBGRANTEE, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
- (3) Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis of race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age); Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. 794 (prohibiting discrimination on the basis of handicap); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended;

- (4) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
- (g) The RECIPIENT/SUBGRANTEE agrees to comply with **Titles I, II, III, IV and V of the Americans With Disabilities Act of 1990** (prohibiting discrimination on the basis of disability).
- (h) **The Copeland “Anti-Kickback” Act.** Contractor. RECIPIENT/SUBGRANTEE shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement.

Subcontracts. The RECIPIENT/SUBGRANTEE or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

- (i) It will comply with the provision of the Hatch Act, as amended, 5 U.S.C. 1501 et. seq. and 7324 et. seq. which limits the political activity of employees.
- (j) It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub. L. 93-156, 87 Section 975, approved December 31, 1973, as amended, 42 U.S.C. 40001 et. seq. Further, Section 102 and 103 (42 U.S.C. 4012a and 4015) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area, that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Part to comply with the "uniform Federal Accessibility Standards," (UFAS) 24 C.F.R. Part 40 for residential structures, <https://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-aba-standards/ufas>. The RECIPIENT/SUBGRANTEE will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
- (l) The RECIPIENT/SUBGRANTEE will comply with applicable N.C. General Statutes when negotiating contracts for services.
- (m) It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations, and has adopted and is enforcing a policy of enforcing applicable State and federal laws against physically barring entrance or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction in accordance with section 519 of Public Law 101-144 of the 1990 HUD Appropriations Act.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Drug Abuse Office and Treatment Act of 1972 (P.L. 91-616) as amended, 21 U.S.C. 1101 et. seq.) relating to nondiscrimination on the basis of drug abuse;
- (p) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. 4541 et. seq.) relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- (q) It will comply with 523 and 527 of the Public Health Service Act of 1912 "(42 U.S.C. 290 dd-3 and 290 ee-3)", as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (r) It will comply with Chapter 63 of Title 42, Lead-Based Paint Poisoning Act "(42 U.S.C. 4821 et seq.)" which prohibits the use of lead-based paint in construction of rehabilitation or residential structures;
- (s) It will comply with the **Energy Policy and Conservation Act, 42 U.S.C. §6291 et. seq.**
- (t) In the performance of this Agreement, the RECIPIENT/SUBGRANTEE shall make maximum use of products containing recovered materials that are EPA-

designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule, meeting contract performance requirements, or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act. See also 2 C.F.R. 200.323.

(u) **Prohibition on Contracting for Covered Telecommunications Equipment or Services.**

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information

about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

- (v) **Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- (w) The RECIPIENT/SUBGRANTEE shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The RECIPIENT/SUBGRANTEE shall include this provision in any subcontracts.
- (x) RECIPIENT/SUBGRANTEE certifies that it:
 - (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from participating in Federal or State grants or awards by any Federal or State department or agency; and
 - (2) Has not within a three-year period preceding this contract been convicted of or had a civilian 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;

- (3) Is 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 (2) above; and,
 - (4) Has not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (y) RECIPIENT/SUBGRANTEE further agrees that it will include the above certifications, without modification, in all lower tier contracts and in all solicitations for lower tier contracts.
 - (z) **No Governmental Non-Competes.** RECIPIENT/SUBGRANTEE shall not impose or enforce any non-competition agreement upon the employees included in RECIPIENT/SUBGRANTEE's proposal that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this Agreement the RECIPIENT/SUBGRANTEE affirms this condition. This affirmation is a material condition for the State's award of any work under this Agreement.
 - (aa) **Program Monitoring.** RECIPIENT/SUBGRANTEE agrees to assist and cooperate with the Federal grantor agency and State or their duly designated representatives in the monitoring of the project or projects to which this contract relates, and to provide in form and manner approved by the State such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
 - (bb) **Funding Contingency.** The awarded Contract may be suspended and/or terminated without liability to the State if any grant is suspended or terminated, and unless and until the State receives funds in an amount that is deemed sufficient to enable it to fund the Contract awarded, the State is under no obligation to make any payments to the RECIPIENT/SUBGRANTEE.
 - (cc) **Women and Minority Owned Businesses.** 2 C.F.R. § 200.321 requires that all necessary affirmative steps are taken by the State and RECIPIENT/SUBGRANTEE to assure that minority and women's businesses are used when possible, and N.C. Gen. Stat. 143-128.2 establishes a ten percent (10%) goal for participation by minority and women owned businesses in total value of work performed for the State.
 - (dd) **Personnel.** RECIPIENT/SUBGRANTEE represents that it has, or will secure at its own expense, all personnel required in performing the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with State. All of the work required hereunder will be performed by

RECIPIENT/SUBGRANTEE or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and State law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this Contract.

- (ee) **Program Fraud and False or Fraudulent Statements or Related Acts.** RECIPIENT/SUBGRANTEE acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.
- (ff) **System for Awards Management.** Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) <https://www.sam.gov/SAM/> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors> to verify that Contractors or sub-Recipients have not been suspended or debarred from doing business with federal or State government.

**E-1
ATTACHMENT E**

SPECIAL CONDITIONS

This agreement shall be executed by the RECIPIENT/SUBGRANTEE, and returned to the AGENCY/GRANTEE at the following address:

**NCEM Hazard Mitigation Section
Department of Public Safety
Division of Emergency Management
4238 MSC
Raleigh, NC 27699-4238**

This agreement will be executed within thirty (30) days after receipt. All time periods in this Agreement refer to calendar days. After receipt by the AGENCY/GRANTEE of the signed Agreement, the AGENCY/GRANTEE will execute this Agreement and return an original to the RECIPIENT/SUBGRANTEE.

Mailing Address:
**Steven Smith
Finance Director
Town of Beech Mountain
403 Beech Mountain Parkway
Beech Mountain, NC 28604**

Overnight Address:
**Steven Smith
Finance Director
Town of Beech Mountain
403 Beech Mountain Parkway
Beech Mountain, NC 28604**



RESOLUTION

TO: Mayor and Council

FROM: Emily Haynes

DATE: October 8, 2024

SUBJECT: Resolution to Donate Surplus Emergency Relief Supplies

SIGNATURES:

Town Manager

Town Clerk



Town of Beech Mountain
North Carolina

Date: 9/10/2024

RESOLUTION No. 2024-17

A RESOLUTION OF THE TOWN OF BEECH MOUNTAIN TO DONATE CERTAIN SURPLUS EMERGENCY RELIEF SUPPLIES TO NON-PROFIT OR GOVERNMENTAL ENTITIES PURSUANT TO N.C. GEN. STAT. §160A-280

WHEREAS, the Town of Beech Mountain is a municipal corporation established pursuant to the laws of the State of North Carolina, and having a population of less than 15,000 residents according to the most recent official federal census; and

WHEREAS, the Town of Beech Mountain is in the possession of certain emergency relief supplies which have limited present usefulness for the Town of Beech Mountain and could be better used by other agencies in and around our community; and

WHEREAS, North Carolina law authorizes the disposal of surplus property through certain statutory means, including the donation of surplus property to other governmental entities or non-profit entities in the discretion of the Town Council pursuant to N.C. Gen. Stat. §160A-280; and

WHEREAS, due to the Emergency Conditions caused by Hurricane Helene the Town Council is of the opinion that the transfer of the following assets to the following non-profit or governmental entity is appropriate and in the best interests of the citizens of Beech Mountain.

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

1. That the Town Council hereby declares the following to be surplus property and for such property to be donated to the following non-profit or governmental entity:

ITEM

ENTITY

2. That a list of all property disposed under this section shall be posted at Town Hall for a period of thirty days; however, due to the State of Emergency created in the wake of Hurricane Helene and as authorized by N.C. Gen. Stat. §166A-19.31 the five day waiting period prior to the adoption of this ordinance for prior posting of this resolution is hereby waived due to the exigent need to deploy these resources.

3. Town Manager Bob Pudney is hereby appointed to conduct the transfer and carry out all necessary actions related thereto on behalf of the Town of Beech Mountain.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the Town Council of Beech Mountain, North Carolina, at which a quorum was present and which was held on the _____ day of _____, 2024.

Weidner Abernethy, Mayor

Attest:

_____(SEAL)
Emily Haynes, Clerk



REPORT

TO: Mayor and Council
FROM: Emily Haynes
DATE: October 8, 2024
SUBJECT: State of Emergency Declaration

SIGNATURES:

Town Manager

Town Clerk



**CONSENT TO APPLICATION OF COUNTY STATE OF EMERGENCY
DECLARATION**

WHEREAS, a strong storm front brought flooding rains, winds, and a confirmed tornado last night ahead of Hurricane Helene making landfall on the Gulf Coast of Florida which will bring significant wind and rain to Watauga County amplifying flooding and critical infrastructure impacts; and

WHEREAS, as a result of the above-described disaster, I have determined that there is an imminent threat of, or existing conditions have caused or will cause, widespread or severe damage, injury, or loss of life or property, and public safety authorities will be unable to maintain public order or afford adequate protection for lives or property; and

WHEREAS, the County of Watauga has declared a state of emergency; and

WHEREAS, the *Town of Beech Mountain* is located within the County.

NOW, THEREFORE, pursuant to the authority vested in me as the *Mayor of the Town of Beech Mountain* under Article 1A of Chapter 166A of the North Carolina General Statutes and of the *Town of Beech Mountain* Code of Ordinances:


Section 1. Pursuant to N.C.G.S. 166A-19.22(b)(2), the state of emergency declaration issued by Watauga County shall apply within the corporate limits of *the Town of Beech Mountain*.

Section 2. Emergency restrictions and prohibitions imposed pursuant to the County's state of emergency declaration shall apply with the *Town of Beech Mountain* unless otherwise declared by an authorized municipal official on behalf of the *Town of Beech Mountain*.

Section 3. The application of the County's state of emergency declaration within the corporate limits of the *Town of Beech Mountain* shall remain in effect until further notice.

DECLARED this the 26th of September 2024 at 12:00 PM.

ATTEST:


Clerk


Mayor



COUNCIL ACTION ITEM

TO: Town Council
FROM: Bob Pudney
DATE: October 8, 2024
SUBJECT: Public Hearing for consideration of paving Beech Mountain Parkway

FOR THE PURPOSE OF:

The purpose of this public hearing is to gather public input on the proposed paving of the unpaved section of Beech Mountain Parkway.

STAFF RECOMMENDATION:

In light of the recent events related to Hurricane Helene, staff recommends a continuance of the public hearing to the next regular meeting of the Town Council on Tuesday, November 12, 2024.

SIGNATURES:

Town Manager

Town Clerk



COUNCIL ACTION ITEM

TO: Mayor and Town Council

FROM: Tim Barnett

DATE: October 8, 2024

SUBJECT: Police K-9 Proposal

SIGNATURES:

Town Manager

Town Clerk



Chief of Police:
Tim Barnett

BEECH MOUNTAIN POLICE DEPARTMENT

403 Beech Mountain Parkway, Beech Mountain, NC 28604
Phone 828-387-2342 Fax 828-387-4181



K-9 Proposal

The Police Department requests an opportunity to add a K-9 Unit to the department. We had someone come to the police department and wanted to donate a Labrador Retriever to us. The donors were Dewayne and Charlotte Sabisch, Charlotte works for the Beech Mountain Club and Dewayne is the Pastor at Elk Park Christian Church and is a member of the Avery County Law Enforcement Chaplains. The value of the K-9 is estimated to be around \$10,000. The K-9 has been through obedience training and has been started into man tracking training course. So far, he is excelling in both and doing very well. Our hope is to have him certified in tracking and narcotics detection. We feel that the K-9 could be a very valuable tool for the police department in cases of elderly dementia patients walking away from their home, or the case of a lost child on our trail system. We also feel that the K-9 could be utilized with community policing functions within the community at town events. He is a very friendly K-9 and will allow children, and adults to interact with him.

- Canine Policy is in place. Town Attorney Four Eggers has reviewed and approved the policy.

Duties:

- Search & Rescue
- Tracking – lost hikers
- Narcotics detection
- Community Events - show & tell



Chief of Police:
Tim Barnett

BEECH MOUNTAIN POLICE DEPARTMENT



403 Beech Mountain Parkway, Beech Mountain, NC 28604
Phone 828-387-2342 Fax 828-387-4181

Estimated Cost(s) for K9/Handler

Description/Item	Cost
Cost of Police Service Dog (Donated by Private Entity)	\$10,000
*Average Annual Cost of Dog/Handler Training	\$1,450
*Estimated Overtime Cost for Handler (100 hrs.)	\$4,540
Cost for Dog Kennel	\$1,000
Cost of Doghouse	\$400
*Estimated Cost of Dog Food	\$2,500
*Estimated Cost of K-9/Handler Equipment (leads/harness)	\$400
Cost for Vehicle K-9 Equipment	\$1,800
Total	\$22,090
*Estimated Recurring Annual Cost per year for K-9	\$8,890



COUNCIL ACTION ITEM

TO: Town Council
FROM: Preston Yates
DATE: October 8, 2024
SUBJECT: Public Hearing on proposed amendments to Kitchens and Guest Suites

FOR THE PURPOSE OF:

The purpose of this public hearing is to gather public input on proposed amendments to the Kitchens and Guest Suites section of the Zoning Code of the Code of Ordinances.

STAFF RECOMMENDATION:

In light of the recent events related to Hurricane Helene, staff recommends a continuance of the public hearing to the next regular meeting of the Town Council on Tuesday, November 12, 2024.

SIGNATURES:

Town Manager

Town Clerk

§ 154.006 DEFINITIONS.

ACCESSORY DWELLING UNIT. A subordinate habitable dwelling unit meeting the requirements of § 154.141, added as part of the primary dwelling or as a detached structure associated with, and accessory to, a one-family detached dwelling that provides complete basic living facilities including, but not limited to sleeping, heating, cooking, and sanitation.

GUEST SUITE. A subordinate habitable dwelling unit added as part of the primary dwelling or as a detached structure associated with, and accessory to, a one-family detached dwelling that does not provide complete basic living facilities, or such living facilities are shared with the primary dwelling.

§ 154.141 KITCHENS AND GUEST SUITES AND ACCESSORY DWELLING UNITS.

A guest suite or accessory dwelling unit (ADU) like facility may be included in a single-family dwelling as part of the main dwelling or accessory building.¹ Such facilities shall not have separate water or sewer services from the primary dwelling, except as required by § 51.003 or as otherwise provided in Chapter 51 of the Code of Ordinances. A guest suite or accessory dwelling unit shall meet the following requirements, as applicable:

- A. Only one (1) ADU or Guest Suite shall be permitted on a single lot or parcel in any Single-Family Residential zoning district, except the R-2A zoning district. Neither an ADU nor a Guest Suite shall be allowed in the R-2A zoning district.
- B. An ADU or Guest Suite shall not exceed 75% of the total heated square footage of the primary dwelling or 750 square feet, whichever is less and shall not have more than two (2) bedrooms.
- C. An ADU or Guest Suite shall meet the requirements of Chapter 153: Minimum Housing Code of the Town of Beech Mountain Code of Ordinances and any new or remodeled space used for an ADU shall meet the requirements of the current NC Residential Building Code.
- D. A detached ADU or Guest Suite shall not be located more forward or closer to the road than the primary structure, except when the ADU is included as a part of a garage or where more than two (2) times the minimum zoning road frontage setback is achieved.
 - 1) In situations where there are two (2) or more road frontages, such as corner lots and double frontage lots, the road frontage setback requirement for the front-corner or secondary frontage shall be increased by ten (10) feet, inclusive of any walkways wider than four (4) feet, decks, porches, or similar appurtenances. Any attached or shared appurtenances shall meet the more restrictive setback requirements.
- E. The side and rear setbacks for a detached ADU or Guest Suite shall be increased by five (5) feet above the zoning district minimums, inclusive of any walkways wider than four (4) feet, decks, porches, or similar appurtenances. Any attached or shared appurtenances shall meet the more restrictive setback requirements.
- F. An ADU or Guest Suite shall be provided with a minimum of one (1) additional parking space for a studio unit or one bedroom unit and two (2) spaces for a two-bedroom unit.
- G. An ADU or Guest Suite may not be used for Residential Vacation Rental or Short-Term Rental, except when the primary dwelling is not being used for such purposes. In no case shall there be more than one (1) Residential Vacation Rental or Short-Term Rental on a single lot or parcel in any Single-Family Residential zoning district during any rolling 12-month period.
- H. All structures on a lot or parcel with an ADU or Guest Suite shall be connected to the Town's public water system and public sewer system, including the ADU.
- I. An ADU or Guest Suite which increases the total built upon area (BUA) of a lot, shall not be constructed in a water supply watershed critical area (WS-IIC or WS-IIIC), unless the density requirements of § 154.105 Dimensional Requirements table of this Code can be met.
- J. An ADU or Guest Suite which increases the total built upon area (BUA) of a lot to more than 40% shall not be constructed in a water supply watershed area (WS-II or WS-III).
- K. An ADU or Guest Suite which increases the total built upon area (BUA) of a lot, shall not be constructed on any lot that is deemed non-conforming due to the minimum lot area identified in § 154.105 Dimensional Requirements table of this Code.

- L. Any lot with an ADU or Guest Suite shall provide and maintain in good working condition a minimum of two (2) bear-resistant trash enclosures as described in § 50.12(B) of this Code, for use by the primary dwelling and the ADU or Guest Suite.



COUNCIL ACTION ITEM

TO: Town Council
FROM: Preston Yates
DATE: October 8, 2024
SUBJECT: Public Hearing on proposed amendments to Off-Street Parking and Loading

FOR THE PURPOSE OF:

The purpose of this public hearing is to gather public input on proposed amendments to the Off-Street Parking and Loading sections of the Zoning Code of the Code of Ordinances.

STAFF RECOMMENDATION:

In light of the recent events related to Hurricane Helene, staff recommends a continuance of the public hearing to the next regular meeting of the Town Council on Tuesday, November 12, 2024.

SIGNATURES:

Town Manager

Town Clerk

EXISTING

§ 154.132 (B) (2) Public and semi-public uses and business/commercial uses.

Each business or establishment is responsible to provide ample parking to suit their needs within the confines of their property or property acquired for that purpose. The provisions and requirements of the Americans with Disabilities Act (ADA) regarding parking requirements shall be satisfied.

PROPOSED

§ 154.132 (B) (2) Public and semi-public uses and business/commercial uses.

Each business or establishment is responsible to provide ample parking to suit their needs within the confines of their property or property acquired for that purpose. **The number of parking spaces shall be based on the latest edition of the ITE Parking Generation Manual, or a recent site-specific parking study conducted in accordance with accepted engineering practices, and shall be approved by the Zoning Administrator, or their designee.** The provisions and requirements of the Americans with Disabilities Act (ADA) regarding parking requirements shall be satisfied.

EXISTING

§ 154.133 OFF-STREET LOADING AND UNLOADING SPACE.

Every lot on which a business or trade use is hereafter established shall provide space as indicated herein for the loading and unloading of vehicles off the street. Such space shall have access to a street or alley. For the purpose of this section, an off-street loading space shall have minimum dimensions of 12 feet by 40 feet and an overhead clearance of 14 feet in height above the alley or street grade.

Retail Business	1 space for each 10,000 sq. ft. of gross floor area
-----------------	---

PROPOSED

§ 154.133 OFF-STREET LOADING AND UNLOADING SPACE.

Every lot on which a business or trade use is hereafter established shall provide space as indicated herein for the loading and unloading of vehicles off the street. Such space shall have access to a street or alley. For the purpose of this section, an off-street loading space shall have minimum dimensions of 12 feet by 40 feet and an overhead clearance of 14 feet in height above the **parking lot, alley, or street** grade.

All commercial and other uses reasonably expected to require deliveries	1 space for each 10,000 sq. ft. of gross floor area
--	---



REPORT

TO: Mayor and Town Council
FROM:
DATE: October 8, 2024
SUBJECT: Police Department Monthly Report

SIGNATURES:

Town Manager

Town Clerk



Activity Log Yearly Summary Totals
 Beech Mountain Police Department
 January 1, 2024 through September 30, 2024

<i>Call Type</i>	<i>2023</i>	<i>2024</i>	<i>Call Type</i>	<i>2023</i>	<i>2024</i>
Provide Assistance			Traffic Related		
Assist Fire Department	7	13	Driving While Impaired	2	5
Assist Investigation	0	0	Improper Parking	69	96
Assist Other Agency	54	59	Stationary/Directed Patrol	252	295
Assist Town Dept/Business	9	10	Traffic Control	25	16
Assist Homeowner	43	23	Vehicle Accidents	55	52
Assist Motorist	318	327	Vehicle Stops	206	299
Assist Other Officer	177	206			
Escort	158	248	Law Enforcement Calls		
Assist Medical Calls	38	36	911 Hang Ups	18	53
			Alarms	61	73
Daily Checks			Breaking & Entering	14	3
Business Checks	9017	8744	Domestic Complaints	14	12
Care Track Test	0	0	Assault / Fights	6	5
Security Checks	48	947	Fire Works Violations	2	14
Residence Checks	1553	2,734	Fraud	7	1
Welfare Check	19	40	Hit & Run	2	2
			Intoxicated/Drunk & Disruptive	4	4
Service Calls			Investigation	101	39
Animal Control Domestic/Wildlife	106	83	Larceny	14	17
Calls for Service	868	1147	Mental Subject	10	0
Deliver Letter/Message	31	32	Missing Person	5	6
Found Property	18	8	Noise Disturbance/Loud Music	33	37
Golf Cart / UTV Inspections	26	18	Open Door/Open Window	48	34
ATV/Golf Cart Complaints	1	2	Prowler	1	4
Recreation/Town Deposit	55	35	Shots Fired/Sound of Shots Fired	3	2
COVID/mask	0	0	Subject with Gun/Weapon	1	0
			Suspicious Vehicle/Person/Pack.	79	78
Action Taken			Trespassing	24	26
Court	4	9	Vandalism	1	4
Felony Arrest	0	14	Continuing Investigation	16	16
Misdemeanor Arrest	4	10			
State Citations	45	39	Community Policing		
Town Ordinance Violations	100	15	Community Policing Contacts	2,539	4098
Verbal Warning	156	232	Community Events	32	40
Warning Citations	14	5			
Warrant Service	4	6			
2023 Event Totals: 17006			2024 Event Totals: 21,043		

2024 Monthly Condensed Calls

