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State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

July 9, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) to enter into a grant agreement with the City of Laconia (177419-B003), Laconia, NH, 03246, in the amount of \$11,999.70 to update their Hazard Mitigation Plan (HMP). Effective upon Governor and Council approval through May 2, 2026. 100% Federal Funds.

Funding is available in the SFY 2025 operating budget as follows:

02-23-23-236010-29200000	Dept. of Safety – HSEM – HMGP	<u>SFY2025</u>
072-500574	Grants to Local Gov't - Federal	\$11,999.70
Activity Code: 23DR4516HM		

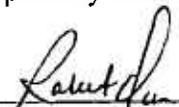
EXPLANATION

The purpose of this grant is for the City of Laconia to update their HMP. The grant listed above is funded by the Hazard Mitigation Grant Program (HMGP), which was awarded to the Department of Safety, HSEM from the Federal Emergency Management Agency (FEMA). HMGP provides funding to sub-recipients for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides HMGP funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning, and the implementation of projects identified through the evaluation of natural hazards.

HMGP is 90% Federally funded by FEMA with a 10% match requirement supplied by the sub-recipient. The sub-recipient acknowledges their match obligation as part of Exhibits B and C to their grant agreement.

In the event that HMGP funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,

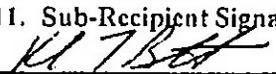
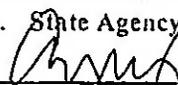
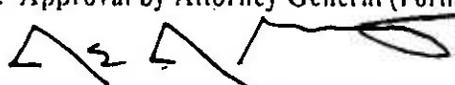


Robert L. Quinn
Commissioner of Safety

GRANT AGREEMENT

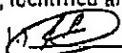
The State of New Hampshire and the Sub-Recipient hereby
Mutually agree as follows:
GENERAL PROVISIONS

I. IDENTIFICATION AND DEFINITIONS

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Sub-Recipient Name City of Laconia (177419-B003)		1.4. Sub-Recipient Address 45 Beacon Street East, Laconia, NH 03246	
1.5 Sub-Recipient Tel. # 603-527-1270	1.6. Account Number AU #29200000	1.7. Completion Date May 2, 2026	1.8. Grant Limitation \$11,999.70
1.9. Grant Officer for State Agency Austin Brown, Chief of Mitigation and Recovery		1.10. State Agency Telephone Number (603) 271-2231	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Sub-Recipient Signature 1 		1.12. Name & Title of Sub-Recipient Signor 1 KIRK BEATTIE, CITY MANAGER	
Sub-Recipient Signature 2		Name & Title of Sub-Recipient Signor 2	
Sub-Recipient Signature 3		Name & Title of Sub-Recipient Signor 3	
1.13. State Agency Signature(s) By:  On: 07/09/24		1.14. Name & Title of State Agency Signor(s) Amy Newbury, Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: / /			
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Attorney General , On: 07/22/2024			
1.17. Approval by Governor and Council (if applicable) By: _____ On: / /			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly

described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

Sub-Recipient Initials:  2.) _____

3.) _____

Date: 06/25/2024

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

Sub-Recipient Initials: 1.) *PD* 2.) _____

3.) _____

Date: 04/25/2024

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video

recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes; letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

Sub-Recipient Initials: 1.) fb 2.) _____

3.) _____

Date: 06/25/2024

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of

the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Sub-Recipient Initials: 1.) RB 2.) _____ 3.) _____ Date: 06/25/2024

EXHIBIT A

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to "the Sub-Recipient" must be returned to "the State" if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to "the Sub-Recipient" must be expended within thirty (30) days of receiving the advanced funds.
4. "The Sub-Recipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Sub-Recipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

Additionally, "the Sub-Recipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Sub-Recipient" will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. "The Sub-Recipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. "The Sub-Recipient" will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

5. The "Sub-Recipient" will be required to provide the formally approved Local Hazard Mitigation Plan electronically at the completion of the project.

Sub-Recipient Initials: 1.)

RP

2.) _____

3.) _____

Date: 06/25/2024

EXHIBIT B

Scope of Work, Project Tasks & Deliverables, and Project Review & Conditions

1. SCOPE OF WORK

The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the City of Laconia (hereinafter referred to as "the Sub-Recipient") \$11,999.70 within the DR 4516 Hazard Mitigation Grant Program (HMGP).

"The Sub-Recipient" shall utilize the above referenced funding to update the hazard mitigation plans for the City of Laconia in accordance with 44 CFR Part 201.

"The Sub-Recipient" agrees that the period of performance ends on May 2, 2026 and by that date the aforementioned hazard mitigation plans must be completed and have received formal approval by New Hampshire Homeland Security and Emergency Management (HSEM). All completed invoices must be sent to "the State" by June 2, 2026, thirty (30) days after the period of performance ends and a final performance and expenditure report will be sent to "the State" by June 2, 2026 .

2. PROJECT TASKS AND DELIVERABLES – NEW LOCAL HAZARD MITIGATION PLAN

Project tasks and deliverables within this section are to be referenced for the reimbursement process. Per the Scope of Work, "the Sub-Recipient" is required to develop/update the community's local hazard mitigation plan in accordance with 44 CFR Part 201 to ensure formal approval.

The Town/City, NH will prepare a Local Hazard Mitigation Plan Update in accordance with FEMA guidelines for Hazard Mitigation Planning. The Town/City may be assisted, by a vendor of their choice, for this scope of work. The Town/City's updated plan will address mitigation of multiple natural hazards that may affect the community, including Avalanche, Coastal Flooding, Inland Flooding, Drought, Earthquake, Extreme Temperatures, High Wind Events, Landslide, Lightning, Severe Winter Weather, Solar Storms and Space Weather, Tropical and Post-Tropical Cyclones, and Wildfires.

The planning process will include the following actions and elements:

Task 1-3

1. Grant Award and Contracting:

The community will procure services to facilitate this planning process update

- Official Notification of Award
- Provide Contractor Selection to NH HSEM
- Execute a contract

2. Select and Hire a Vendor:

The vendor will document the process used to develop the updated plan, including but not limited to:

- How the plan update was prepared

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- Who was involved in this process
- How the public was involved (i.e., Community outreach, local planning team participation)

3. Convene a local Hazard Mitigation Planning Committee:

The Town/City will convene a local Hazard Mitigation Planning Team. Members should include a cross-section of the community, such as residents, government officials, community leaders and business owners. This team will serve as a liaison to the vendor and assist in the plan update by providing access to relevant local data, facilitating community input on plan recommendations and priorities, reviewing draft products, and assisting with outreach to community stakeholders. With the vendor's facilitation and technical assistance, the Town/City Hazard Mitigation Planning Team will:

- Develop a mission statement
- Assign roles and responsibilities
- Develop a specific timeline for planning activities
- Hold a minimum of two community public meetings during the planning process update, one during the production of the plan update, and one during the review of the draft plan update,
- Solicit input from key stakeholders in the community, including business associations, local or regional institutions, local NGO's, and residents.
- Conduct local outreach to stakeholders through postings on the municipal web site, outreach to local print and/or online press, and use of local access cable TV where available. Outreach to neighboring communities will also be conducted.
- Provide input regarding the feasibility and prioritization of mitigation measures
- Review the draft plan update and its goals and proposed mitigation projects
- Oversee the implementation, maintenance and updating of the plan update

Task 4. Revisit the Hazard Profiles for each Hazard that impacts the community:

- Using the best available existing data, the vendor will update a map of areas affected by multiple natural hazards for the Town/City. A set of hazard maps will be included within the updated Hazard Mitigation plan, and GIS files will be made available to the Town/City for integration with their other community plans. These maps will be the basis for the communities known hazards. The hazard identification update will include an assessment of the community's risks that summarizes the vulnerability of each hazard based on the location, extent, probability, and severity of the hazards. A vulnerability analysis will be conducted; your vendor may consider using FEMA's HAZUS-MH, as well as, a GIS map analysis to delineate those critical facilities that are located within mapped hazard areas.
- The Town/City will update the description and prioritization of the natural hazards that have occurred within the community since the last plan update.

Sub-Recipient Initials: 1.) KB 2.) _____ 3.) _____

Date: 06/25/2024

Task 5. Facility Inventory:

The Town/City will prepare an updated inventory of facilities and explain how these facilities intersect with the known hazards for the community. This task will be based on input from the community and the best available state and local information. This data may be used to develop updated GIS maps of the following items:

- Critical facilities, including the following, if they exist in the community:
 - Emergency operations centers
 - City or town offices
 - Water and wastewater treatment plants
 - Sewage pumping stations
 - Police or fire stations
 - Schools
 - Hospitals
 - Day-care facilities
 - Public works garages
 - Nursing homes/elderly housing
 - Emergency shelters
- Economic Drivers:
 - Large Businesses
 - Large Employers
 - Historical or Cultural sites
- All repetitive flood loss structures and structures which have incurred substantial damage, if they exist, as defined by FEMA. These buildings(s) must be analyzed by type (Commercial / Residential), number, and general location as it relates to the known hazard areas. The addresses and associated data will be provided, upon request to, the community by the State NFIP Coordinator.
- Land use maps that depict the location of developed land uses, delineated by categories based on use (e.g., residential, commercial, industrial, institutional, other public use, etc.) and how it intersects with known hazards.
- Anticipated future land use areas and how they intersect with known hazards.

Task 6: Vulnerability:

Based on the previous information from Task 5, the Town/City will update the overview of each of the specific hazards and the community's vulnerability to those specific hazards. This vulnerability assessment, if possible, will include:

- Problem Statements: These will summarize the biggest issues for the community in terms of; Types and numbers of buildings, infrastructure, and critical facilities located in the hazard areas.
- All existing multiple hazard protection measures within the community, including protective measures under the National Flood Insurance Program (NFIP).
- A description of each measure, the method of enforcement, and/or the point of contact responsible for implementation of each measure.
- Historical performance of each measure and a description of improvements or changes needed.
- General description of land uses and development trends to incorporate future land use decisions.

Task 7. Mitigation Goals:

Sub-Recipient Initials: 1.) *PD* 2.) _____ 3.) _____

Date: 06/25/2024

The Town/City, with vendor support, will update the mitigation strategies specific to the community's exposure to and impacts from identified natural hazards. The strategy will include:

- Create, edit, or delete goals as needed;
- Obtain public input;
- Analyze existing capabilities;
- Review mitigation actions in the previous plan and identify progress implementing those actions (include current status along with reasons why there may have been little or no progress).
- Describe how the community's priorities have changed since the previous Hazard Mitigation Plan.
- Include a description of the NFIP program and how the community will continue compliance over the next five years.
- Update a list of mitigation goal statements that focus on reducing the risks from the identified natural hazards. The goal development and project prioritization will be conducted by the Hazard Mitigation Planning Team. An example of a goal statement and an objective would be:
 - GOAL: Increase coordination between Federal, state, municipal, and private resources in pre-disaster planning, post-disaster recovery, and continuous hazard mitigation implementation.
 - OBJECTIVE: Identify the availability of additional private and public sector financial incentives for homeowners, businesses and municipalities that will allow the development and implementation of cost-effective hazard mitigation measures in high-risk areas.

Task 8. Actions:

A section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure. This section will include a list of prioritized hazard mitigation projects that best meet the communities' needs for multiple hazard damage reduction:

- These projects may be non-structural (e.g., planning, regulatory measures, property acquisition, retrofitting, elevation) or structural (e.g., seawalls, dams, dikes) solutions.
- At a minimum, this list of prioritized projects will be based on a process that results in identification of cost-effective hazard mitigation projects with public input, including:
 - An analysis of proposed mitigation projects focused on several key areas, including but not limited to economic (including benefits and costs), engineering, technical, legal, environmental, social, and political feasibility. Selected options will best fit the community's needs and meet most or all aspects of the feasibility analysis.
 - Coordination with relevant Federal and state agencies for input and technical assistance.
- Revise and update the mitigation action plan.
- Identify integration opportunities throughout the community, as well as, how the data and information from the previous plan was integrated into other mechanisms over the last five years

Task 9. Plan Review, Evaluation, and Implementation

In order to continue to be an effective representation of the jurisdiction's overall strategy for reducing its risks from natural hazards, the mitigation plan must reflect current conditions. This will require an assessment of the current development patterns and development pressures as well as an evaluation of any new hazard or risk information.

- The plan must describe changes in development that have occurred in hazard prone areas and increased or decreased the vulnerability of each jurisdiction since the last plan was approved.

Sub-Recipient Initials: 1.) AD

2.) _____

3.) _____

Date: 06/25/2024

- The plan must describe the status of the hazard mitigation actions in the previous plan by identifying those that have been completed or not completed. For actions that have not been completed, the plan must either describe whether the action is no longer relevant or be included as part of the updated action plan.
- The plan must describe if and how any priorities changed since the plan was previously approved. If no changes in priorities are necessary, plan updates may validate the information in the previously approved plan.

Task 10. Maintenance:

- The Town/City in conjunction with the planning team will monitor, evaluate, and update the plan.
- The Planning Team will assist the Town/City in the implementation and incorporation of the plan's goals into other local planning processes, such as a Comprehensive Plan, or other local by-laws and ordinances.
- The completed plan update will include an implementation schedule with procedures for ensuring the plan's implementation, updating and revision every five years.

Task 11. Public Review of Draft:

- The Planning Team will work with the community for continued public involvement to include public review of the draft plan.

Task 12. Review and Approval:

- Submit the plan update to NH HSEM /FEMA for review; revised based on NH HSEM/FEMA comments; submit revised plan update for approval pending adoption.
- When APA is received, the plan update will be brought before the City Council or Board of Selectmen in the community for adoption.
- Send the final adopted plan update to NH HSEM/FEMA, Receive approval by FEMA.
- Non-regulatory Grant Closeout

3. PROJECT REVIEW AND CONDITIONS

"The Sub-Recipient" shall submit quarterly progress reports, drafts, and final updated local hazard mitigation plans for aforementioned communities. Quarterly reporting shall begin in the quarter in which this grant agreement is approved, shall be submitted within fifteen (15) days after the end of a quarter, and shall continue until the project is completed.

"The Sub-Recipient" agrees to submit draft plans to HSEM, electronically, for review and comment. Upon notification of Approvable Pending Adoption (APA) the Sub-Recipient shall obtain community adoption of the plan no later than twelve months from APA and submit electronic copies of the adoption documentation and the final plan for Formal Approval.

"The Sub-Recipient" further agrees to promptly address all required revisions arising from HSEM reviews, and resubmit revised draft plan(s) to HSEM.

"The Sub-Recipient" agrees to provide copies of the formally approved plans to HSEM in electronic format upon receipt of the Federal Emergency Management Agency's approval letter.

"The Sub-Recipient agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.

"The Sub-Recipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date as identified in HSEM's closeout letter. In these records, "the Sub-Recipient" shall maintain documentation of the 25% cost share required by this grant.

Sub-Recipient Initials: 1.) AS 2.) _____ 3.) _____

Date: 06/25/2024

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Sub-Applicant Share	Grant (Federal Share)	Cost Totals
Project Cost	\$1,333.30	\$11,999.70	\$13,333.00
Project Cost is 90% Federal Funds, 10% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Hazard Mitigation Grant Program (HMGP) 4516DRNHP00000035			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.039			
Applicant's Unique Entity Identifier (UEI): YH1XUKJDNKA6			

2. PAYMENT SCHEDULE

- a. "The Sub-Recipient" agrees the total payment by "the State" under this grant agreement shall be up to \$ 11,999.70 and allocated to individual plan development as follows:

Jurisdiction	Federal Share	Sub-Applicant Share
Laconia	\$11,999.70	\$1,333.30

Nothing in this allocation shall affect "the Sub-Recipient's" obligation to maintain financial records including documentation of the 10% cost share required by this grant.

- b. All services shall be performed to the satisfaction of "the State" before payment is made. All payments shall be made upon receipt and approval of stated tasks and upon receipt of associated reimbursement request(s). Documentation of completed deliverables and match committed shall be provided with each payment request. The amount per community is limited to the amounts stated in paragraph "a" above. Payment shall be made in accordance with the following schedule based upon completion of specific tasks and deliverables described in Exhibit A:

Task Completed	% of Individual Plan Cost to be Billed
Task 1. Document the Planning Process	20%
Task 2. Conduct a Hazard Identification and Risk Assessment	20%
Task 3. Identify Mitigation Actions	20%
Task 4. Prioritize Mitigation Actions	20%
Task 5. Submit completed plan for review, revisions, and receive APA status	15%
Task 6. Submit Adopted Plan and receive Formal Approval	5%

- c. Upon Governor and Executive Council Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, August 5, 2021, to the identified completion date (block 1.7).

Sub-Recipient Initials: 1.) *HS* 2.) _____ 3.) _____

Date: 06/25/2024



July 22, 2024

NH Department of Safety
Division of Homeland Security & Emergency Management
33 Hazen Drive
Concord, NH 03305

Re: City of Laconia – Hazard Mitigation Plan Update

To whom it may concern,

Please be advised that per RSA 49-C:16 and Section 4:04 of the City's Charter, the City Manager is authorized to sign all paperwork related to the above grant.

If I can be of further assistance, please feel free to contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read "Kirk Beattie". The signature is written in a cursive style with some loops and flourishes.

Kirk Beattie, City Manager

Minutes were approved by the City Council on April 24, 2023.

**CITY OF LACONIA - CITY COUNCIL MEETING
7:00 P.M.**

4/10/2023 - Minutes

1. CALL TO ORDER

Mayor Hosmer called the meeting to order at 7:12 PM

2. SALUTE TO THE FLAG

Councilor Haynes led the salute to the flag

3. RECORDING SECRETARY

Katie Gargano, City Clerk

4. ROLL CALL

City Clerk Gargano called the roll of the following City Councilor's: Councilor Cheney, Councilor Soucy, Councilor Lipman, Councilor Haynes, Councilor Felch and Mayor Hosmer.

Absent: Councilor Hamel

5. STAFF IN ATTENDANCE

Kirk Beattie, City Manager; Glenn Smith, Finance Director

6. COUNCIL PROCLAMATION

7. ACCEPTANCE OF MINUTES FROM PREVIOUS MEETINGS

7.A. Regular City Council meeting minutes of March 27, 2023

Minutes of the regular City Council meeting of March 27, 2023 were distributed to the City Council on April 5, 2023.

On April 10, 2023, the Clerk received one correction. Bringing attention to the motion of agenda item number 8 was duplicated under agenda item number 9. The citizen comments for matters not on the agenda, which is agenda item number 9, were missing. The minutes have been corrected and reflect on the City website.

With one correction submitted to the clerk, the minutes were accepted as amended.

8. CONSENT & ACTION ITEMS

9. CITIZEN COMMENTS FOR MATTERS NOT ON THE AGENDA

David Stamps is the chairman of the human relations committee passed out a paper to the council about a banner/flag display at City Hall. Councilor Cheney did say that he does have concern over what some

flags/banners might not provide the right message.

Manager Kirk Beattie has been working with legal counsel to find out proper protocol. First the council has to decide how much involvement they want to have in the approval process before they can take the next steps. Manager Beattie does state that in other communities the decision does fall back on the governing body.

Mayor Hosmer mentioned to Manager Beattie that he would like to see a policy reduced to writing and voted on by the council before June 1st so that there is a policy in front of the council to vote on hanging a pride flag again this year during June.

Councilor Soucy asked David Stamps what his perspective is on what the human relations committee is trying to represent with this policy and could there be a negative affect if they put up a banner/flag that some might find controversial.

David Stamps said the broad picture in his mind is that the human relations committee reflects Laconia. Laconia is the only place in the State with an official human relations committee. It is better to address these questions straight on. The more that they do, the more the public is educated on these issues. Its their goal to focus on the positive. They are trying to provide inclusivity not to tell people how to think or act.

Kerry Chandler also a member of the human relations committee. She said she felt incredibly proud of Laconia with the pride flag being hung last year. She finds the flag provides a symbol of hope.

Patrick Wood also a member of the Human Relations Committee and his response is that he would rather be seen for what they stand for rather than what we run from.

Trish Wetherbee also a member of the human relations committee. She believes that the push back comes from not providing acknowledgment.

Matt Souza also a member of the human relations committee. Provided some history about where it come from originally was a letter to the editor in the Laconia daily sun.

10. INTERVIEWS

11. NOMINATIONS, APPOINTMENTS & ELECTIONS

12. COMMUNICATIONS

13. PUBLIC HEARINGS

13.A. **Public Hearing - Ordinance 2023-194-2, 194-5 - Proposed changes to the City's Solid Waste Ordinances in support of the conversion to automated solid waste collection**

Notice of this Public Hearing was made available in the March 29, 2023 edition of the Laconia Daily Sun, and posted at Laconia City Hall, Laconia Community Center, Laconia Public Library and the offices of the SAU.

Action on this item may be taken up under Unfinished Business.

Mayor Hosmer opened the Public Hearing at 7:39 PM

Mark Templeton wanted to know how the trash will be handled during the winter period. He's concerned about the holidays, the lack of human interaction, and removing the barrels he's purchased.

Mayor Hosmer closed the Public Hearing at 7:46 PM

14. PRESENTATIONS

15. MAYOR'S REPORT

None.

16. COUNCIL COMMENTS

Councilor Cheney asked for an update on the Elm Street school driveway plan. An update on pets that are not allowed in the City. The status of Eastman Shore Rd in desperate need of repair, it is not a public road and he'd like to see if there is something that can be done to help fix the roads. He'd like to have the public works director report to him at the next meeting. He'd like to have the Manager to look into the community power cooperative to look into that and what our options would be. He would like the council to instruct the city manager to seek legal advice on what is being done with the diocese. Another concern he has is inspections and asked the fire chief what the status is of hiring an deputy chief.

Councilor Soucy will call a meeting of the government and ordinances subcommittee to discuss demolition permits and pets.

Councilor Haynes was reading the AAA Explorer magazine and there was an advertisement in the magazine for the upcoming coffee festival on May 20th. There are several events going on in the City on May 20th and its great opportunities for the City. He also acknowledged the recent ad in the Laconia daily sun about the fire department being fully staffed.

17. COMMITTEE REPORTS

17.A. FINANCE (Lipman (Chair), Hamel, Cheney)

17.A.i. WOW Trail Funding

17.A.ii. Downtown TIF Financing

17.B. PUBLIC SAFETY (Cheney (Chair), Soucy, Lipman)

17.C. GOVERNMENT OPERATIONS & ORDINANCES (Soucy (Chair), Felch, Cheney)

17.C.i. Review of Chapter 167, Noise and Chapter 161 Licensing as it pertains to outdoor sound equipment and loudspeakers

17.C.ii. Ordinance Amending Chapter 221, Vehicles and Traffic/Parking on Sublawns

17.C.iii. Procedural review of grant applications

17.C.iv. Regulation of Short Term Residential Rental Businesses

17.C.v. Proposed Historic Overlay District

17.C.vi. Scenic Road Motorcycle Noise Petition

17.C.vii. Use of public property by for-profit entities

17.C.viii. Short Term Rentals

17.C.ix. **Naming privilege's to public areas**

17.D. **LAND & BUILDINGS (Hamel (Chair), Haynes, Felch)**

17.D.i. **Downtown parking garage**

17.D.ii. **Repair & maintenance of City buildings**

17.D.iii. **Plan for the DPW Compound**

17.E. **PUBLIC WORKS (Haynes (Chair), Felch, Soucy)**

17.E.i. **Retaining Wall Policy**

17.E.ii. **Discussion for converting from a manual to an automated solid waste curbside collection service**

17.F. **APPOINTMENTS (Councilors Soucy (Chair), Cheney and Haynes)**

18. **LIAISON REPORTS**

19. **CITIZENS REQUESTS TO COMMENT ON CURRENT AGENDA ITEMS**

No citizens requested to comment.

20. **CITY MANAGER'S REPORT**

20.A. **Financial and Operational Trends Report**

Manager Beattie presented the report to the Council, highlights include: building construction numbers, welfare assistance (32 families, 27 actual Laconia residents), property tax collection is slightly higher, motor vehicle revenue is right on target. Impact fees were discussed a little bit at the last meeting. The city manager let the council know that he reached out to department heads to see if they had plans on what to offset the budget with. Boat registrations are down, code stats, and snowstorm costs.

Councilor Haynes brought up an email he sent him about the need for a cross walk on court street and the court house parking. Manager Beattie said they have not looked but now that the snow has melted they are relooking into it. He also mentioned a Sewer leak in the Lakemont co-op, Manager Beattie said that it is still being worked on and it is a city system.

21. **NEW BUSINESS**

21.A. **Temporary Traffic Order 2023-06 - Lake City Steeplechase 5K**

The Laconia Historical & Museum Society is requesting approval of a Temporary Traffic Order in connection with the "Lake City Steeplechase 5K". This event is scheduled for Saturday, May 20 to bring awareness to challenges facing the two churches that begin and end the 5K (the United Baptist Church in Lakeport and St. Joseph Church).

The majority of the 5K takes place on the WOW Trail and City sidewalks; however, participants will be crossing some City streets. Event organizers will provide volunteers to man these crossings to ensure the safety of the runners and walkers. Other than the WOW Trail, participants will be using City sidewalks.

The only street that will be closed is Park Street from 6 am to 10 am to prevent traffic while participants gather in the vicinity of the United Baptist Church for the starting line of the race. Event organizers will speak with residents on Park Street prior to the event to inform them of the street closing for that timeframe.

The 5K will conclude at the finish line located in the City's parking lot behind St. Joseph Church, with refreshments provided by the St. Joseph Church Preservation Society.

Please note that this event is scheduled during the same weekend as the New England Coffee Festival.

Tara Shore from the Laconia Historical & Museum Society was present at this meeting to provide additional information and to answer any questions the Council may have.

Councilor Haynes made a motion to approve Temporary Traffic Order 2023-06 for the Lake City Steeplechase 5K as presented, and to waive City fees associated with the event. Seconded by Councilor Felch. Discussion: Councilor Haynes mentioned there will be an opportunity to view the United Baptist church He encourages all to go view it.

The motion passed with all in favor

21.B. Temporary Traffic Order 2023-04 - New England Coffee Festival

This year's New England Coffee Festival is scheduled for May 19 – May 20, 2023 with several events throughout the downtown area. Organizers of this event are requesting approval of the attached Temporary Traffic Order and a waiver of Special Event and Licensing fees associated with the event.

This event was approved by the Special Events Review Committee at their March 1, 2023 meeting. A Notice of Action from that meeting is attached, as well as their Special Events application.

As shown on the Temporary Traffic Order, the organizers are requesting to close Canal Street during the event, and to hold a "Welcome Mixer" on Friday evening (May 19). Samples of specialty coffee beer will be given out at this event; IDs will be checked, wristbands will be issued and checked, and no one will be allowed to leave Canal Street with alcohol.

A representative from the event will be present at this meeting to provide additional information and to answer any questions the Council may have.

Councilor Soucy made a motion to approve Temporary Traffic Order 2023-04 for the New England Coffee Festival as presented, to allow alcohol consumption on City property in the designated area only, and to waive Special Event and Licensing fees associated with the event. Seconded by Councilor Cheney Discussion: None.

The motion passed with all in favor

21.C. Resolution 2023-11 - Request to submit a grant application to the Federal Emergency Management Agency (FEMA) for a Laconia Hazard Mitigation Plan Update

If awarded, this request is to accept the amount of \$11,999.00 through the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program. These funds will be used to cover the costs associated with updating the City of Laconia's 2017 Hazard Mitigation Plan. It is recommended that a municipality updates its Hazard Mitigation Plan every five years.

The City's share of this grant is 10%, or \$1,333.30

Councilor Cheney made a motion to waive a reading of Resolution 2023-11 in its entirety and to read by title only. Seconded by Councilor Soucy. **Discussion:** None

The motion passed with all in favor

Councilor Soucy made a motion a first reading of Resolution 2023-11, relative to authorizing application and acceptance of a grant application to the Federal Emergency Management Agency (FEMA) for a Laconia Hazard Mitigation Plan Update. Seconded by Councilor Haynes
Discussion: None.

The motion passed with all in favor

Councilor Soucy made a motion to schedule a public hearing on April 24, 2023 during the regular City Council meeting to gather public input prior to any action being taken. Seconded by Councilor Lipman **Discussion:** None.

The motion passed with all in favor

22. UNFINISHED BUSINESS

22.A. Ordinance 2023-194.2, 194.5 - Proposed changes to the City's Solid Waste Ordinances in support of the conversion to automated solid waste collection

The City Council's decision to convert to automated solid waste collection requires changes to the City's Solid Waste Ordinance. The Public Works Subcommittee reviewed the proposed changes to the City's Solid Waste Ordinance at their March 13, 2023 meeting and recommended that the City Council approve the changes to the Ordinance.

At the March 27, 2023 City Council meeting a motion was approved to schedule a Public Hearing on this matter; that Public hearing was held earlier in this evening's agenda.

The changes include the following:

- Eliminates the requirements for households and commercial properties to provide their own cans and the size requirements for those cans.
- Adds the requirement that solid waste containers provided as part of the conversion to automated collection belong to the City and remain with the property whenever the property is sold or a tenant relocates.
- Adds the requirement that properties with dumpsters will not receive City curbside solid waste collection services.
- Eliminates the remote recycling program.
- Changes the maximum quantity of containers based on the standard container sizes the City is providing to property owners.
- Eliminates the excess trash sticker program that allowed a single-family resident to put out an extra solid waste container for a fee.

Public Works recommends that the City Council approve the proposed changes to the Solid Waste Ordinance that is attached to the agenda.

Manager Beattie gave the Council an update. This ordinance has been worked on since August

2020. They are looking for approval of the drawn up ordinance. All proposed items have all been discussed at some point. All the cans have been ordered and now the ordinance just needs to be voted on.

Councilor Soucy asked about the limit of cans for apartment buildings. Manager Beattie confirmed the max of 4 barrels per apartment building.

Councilor Cheney asked about the remote recycling. There used to be 4 remote recycling sites. Director Anderson said now that everyone is getting a new recycling bin it eliminates the need for these locations. The cardboard drop off is not going away and you can still bring recycle materials to the transfer station at no cost.

Director Anderson also addressed that said residents will either have to shovel out their sublawns or put their trashcans in their driveway during inclement weather.

Councilor Lipman raised concerns about what the City's plan to making sure landlords and business owners are informed that they are going to be losing services to recycling curbside if they have a dumpster. He doesn't want residents to come running to the council later. Director Anderson said he cannot guarantee that won't happen. They have done their best getting the information put into the Laconia links and talking to people downtown and in the newspaper. A letter has not been sent.

Mayor Hosmer said there is a large piece missing in communication. Not everyone reads the newspaper or links so part of the community is not being reached. He'd like to see a social media blast or radio ad. Something needs to be done.

DPW doesn't have the staff to maintain a social media page per Director Anderson.

Councilor Lipman doesn't find that answer acceptable.

Councilor Soucy suggested that they could always reach out to a marketing firm and contract out to get the information out quickly. Second, they should take that pamphlet and send it to every tax payer. Director Anderson said every address that has authorized curbside service did get one mailed out to them.

Manager Beattie said that his office can look into having a more robust social media for this.

Councilor Cheney made a motion to waive a reading of Ordinance 2023-194.2, 194.5 in its entirety and to read by title only. Seconded by Councilor Felch Discussion: None.

The motion passed with all in favor

Councilor Felch made a motion to move a second reading of Ordinance 2023-194.2, 194.5 relative to proposed changes to the City's Solid Waste Ordinances in support of the conversion to automated solid waste collection as presented. Seconded by Councilor Soucy Discussion: Councilor Lipman asked the City Manager what his plan will be, Councilor Lipman said some suggestions to go to the landlord association, the downtown restaurants to see other group associations to get the word spread. Councilor Felch agrees with Councilor Lipman, he mentioned that the Police, Fire and Parks Departments all have social media that should be utilized. Councilor Soucy doesn't want to hear about not enough money. Mayor Hosmer suggests multiple avenues like radio broadcasting and full-page ads on the back of the Laconia Daily Sun. Councilor Lipman, Councilor Felch would like to see Casella have a second person on the trucks to critique. Mayor Hosmer asked Manager Beattie to come to the April 24th meeting with an update on what is being done and what they can do through May to help residents and go above and beyond for them.

The motion passed with all in favor.

Councilor Cheney made a motion to approve Ordinance 2023-194.2, 194.5 relative to proposed changes to the City's Solid Waste Ordinances in support of the conversion to automated solid waste collection as presented. Seconded by Councilor Soucy Discussion: None.

The motion passed with all in favor.

23. FUTURE AGENDA ITEMS

23.A. **Master Plan**

23.B. **Milfoil Treatment funding requests**

23.C. **Sewer & Water Master Plan**

23.D. **Single Stream Recycling/Concord Co-op/Solid Waste disposal cost reductions**

23.E. **Strategic Planning/Goal Setting**

23.F. **WOW Trail**

23.G. **Weirs Beach Restoration Project**

23.H. **Fair St/Court St traffic problems and accidents**

24. Any other business that may come before the Council

Councilor Cheney asked the Fire Chief about his deputy position. Since Fire Chief Jubert took over they have not had a fire prevention deputy chief. The position has been posted a couple of times. Unexpectedly someone in house has shown interest and they are very qualified and talented so they are going to move forward with that one individual. Starting next week the position will be filled.

25. NON-PUBLIC SESSION (According to RSA 91-A:3, II)

26. ADJOURNMENT

Mayor Hosmer adjourned the meeting at 8:36 PM.

Respectfully submitted,

Katie Gargano, City Clerk

Minutes were approved on May 8, 2023, by the City Council.

**CITY OF LACONIA - CITY COUNCIL MEETING
7:00 P.M.**

4/24/2023 - Minutes

1. CALL TO ORDER

Mayor Pro Tem Haynes called the meeting to order at 7:01 PM

2. SALUTE TO THE FLAG

Councilor Felch led the salute to the flag.

3. RECORDING SECRETARY

Katie Gargano, City Clerk

4. ROLL CALL

City Clerk Gargano called the roll of the City Council: Councilor Cheney, Councilor Soucy, Councilor Lipman, Councilor Haynes, Councilor Felch.

Absent: Councilor Hamel and Mayor Hosmer

5. STAFF IN ATTENDANCE

Kirk Beattie, City Manager; Glenn Smith, Finance Director

6. COUNCIL PROCLAMATION

7. ACCEPTANCE OF MINUTES FROM PREVIOUS MEETINGS

7.A. Regular City Council meeting minutes of April 10, 2023

Minutes of the regular City Council meeting of April 10, 2023 were distributed to the City Council on April 17, 2023.

With no corrections or changes submitted to the Clerk, the minutes were accepted as distributed.

8. CONSENT & ACTION ITEMS

8.A. Request from Weirs Action Committee to hold summer concerts on the Boardwalk

The Weirs Action Committee has requested permission to use the Boardwalk to provide band concerts featuring the Boardwalk Jazz Quartet. If approved, the concerts will take place on nine consecutive Sundays from July 2 through August 27, 2023 from 6 pm to 9 pm.

The band will play under a 10' x 20' pop-up tent which will be put in place no earlier than two hours prior to each performance and removed no later than one hour after each performance. The band will play at the center of the wide section of the Boardwalk facing the street and will use the same

electrical receptacles that are used by vendors during Laconia Motorcycle Week.

This is a recurring event. The Special Events Review Commission approved this request at their April 6, 2023 meeting.

Councilor Felch made a motion to approve the request from Weirs Action Committee to hold summer concerts on the Boardwalk on nine consecutive Sundays from July 2 through August 27, 2023 from 6:00 pm to 9:00 pm. Seconded by Councilor Cheney. Discussion: None.

The motion passed with all in favor. 5-0

8.B. Temporary Traffic Order 2023-07, Laconia Multicultural Festival, and request to waive fees associated with the event

Temporary Traffic Order 2023-07 is attached for this year's Multicultural Festival. This is a recurring event and there are no changes to the Temporary Traffic Order (other than the dates) from last year's Festival. The organizers of the event are also requesting that all City fees associated with the event be waived. The Special Events Review Committee approved the application for this year's Multicultural Festival at their meeting on April 6, 2023.

Councilor Felch made a motion to approve Temporary Traffic Order 2023-07 as presented for the Laconia Multicultural Festival and to waive all City fees associated with the event. Seconded by Councilor Soucy. Discussion: None.

The motion passed with all in favor. 5-0

9. CITIZEN COMMENTS FOR MATTERS NOT ON THE AGENDA

Charles Bradley of Lafayette Street in Laconia. He has been a resident of Laconia to 50 years. He recently read about a flag policy for the City in the Laconia Daily Sun. He wrote to the Mayor and Councilors about which flags he and his Wife Marie felt should be flown at City Hall. He wanted to come to also tell them in person that the only flags that should be flown at City Hall are the United States of America and State of New Hampshire flags.

Harry Bean of Saltmarsh Rd in Gifford stated that he agrees with Mr. Bradley on the flags. He came tonight to speak to the Council about the new solid waste cans. The last time he was here, he had the request for bids for automated solid waste and recycling collection. He stated the City would not get any bids for manual pick up because the bid only said automated. He also said he's been approached by a group of citizens who want to start a petition to have the director of public works removed from office. He feels there have been a lot of issues that have already ensued and the buckets haven't even been finished being distributed. He feels this is downshifting to the poorest people in the city. If he is only allowed 4 cans of trash and 4 cans of recycling for a 27 unit apartment building, he will have to hire someone to take care of the trash and that extra burden will be passed along to his tenants because he has a business to run. He doesn't feel this is a good idea, and he's really weighing on the idea of the petition.

10. INTERVIEWS

11. NOMINATIONS, APPOINTMENTS & ELECTIONS

12. COMMUNICATIONS

13. PUBLIC HEARINGS

13.A. Public Hearing - Resolution 2023-11 - Request to submit a grant application to the Federal Emergency Management Agency (FEMA) for a Laconia Hazard Mitigation Plan Update

Notice of this Public Hearing was made available in the April 12, 2023 edition of the Laconia Daily Sun, and posted at Laconia City Hall, Laconia Community Center, Laconia Public Library and the offices of the SAU.

Action on this item may be taken up under Unfinished Business.

Mayor Pro Tem Haynes opened the Public Hearing at 7:16 PM

There were no members of the public wishing to speak.

Mayor Pro Tem Haynes closed the Public Hearing at 7:17 PM

14. PRESENTATIONS

14.A. FY 2023/2024 Budget Presentation - City Manager Kirk Beattie

Manager Beattie thanked the Council, and presented the FY 2023/2024 Budget.

Manager Beattie's presentation is tax cap compliant.

Councilor Lipman said that he would not be able to support a budget as presented. He stated he understands it is a tax cap compliant budget but it is still too much. He believes over a 10% increase is too much.

Councilor Cheney stated he'd like to wait and hear from the department heads prior to making any upfront decisions. Councilor Cheney also agreed with Councilor Lipman however, acknowledged that some of the increases are to do with the County, something that the City has no control over. He looks forward to hearing the budget presentations that will be made by the department heads. Councilor Cheney thanked Manager Beattie for all of his hard work.

Councilor Felch thanked the manager, and finance director. He also agrees with Councilor Cheney that he'd like to see the department budget presentations, but he also does agree with Councilor Lipman that there probably are some places that the budget could be trimmed.

Councilor Soucy asked about the budget being tax cap compliant and if we learn of that number and try to get to it or do we put in for what is needed and see where we stand. Manager Beattie stated that the department heads prepare each department portion of the budget and the manager reviews it and makes cuts where needed to get it under the cap. Councilor Soucy asked what the Potential tax rate impact was. He was looking at page 4 of the proposed budget book and didn't understand the amount. Manager Beattie stated that it is 8.9 %. The wage and compensations are based off the starting salary and ending salary and everybody falls within that range. It increases the bottom as a recruitment tool and raises the top as a retention tool.

Councilor Lipman mentioned that there have been times where they have adopted budgets under the tax cap.

15. MAYOR'S REPORT

Mayor Pro Tem Haynes mentioned the active shooter drill at the Elm Street school recently. He wasn't aware this is the 3rd time they've done this, he understands the necessity and thanked all that were involved. He also mentioned the first pumpkin festival meeting and he looks forward to that being a great event.

16. COUNCIL COMMENTS

Councilor Cheney asked the manager about a power cooperative. Manager Beattie stated that he is working on having them come to do a presentation. Councilor Cheney was also looking for an update on the sewer inspections, he'd like to see an arrangement where they can bill the private customers at a lower rate than if they had to hire out a private contractor. He also spoke about private roads, Eastman Shore being one of them. Manager Beattie mentioned this is one of the roads that has started the process of the acceptance process. The street will be surveyed first on the repairs needed, it will be graded and will be looked at for additional fixes. They will also seek a bid for the drainage issues. Councilor Cheney stated he'd also like to see a wage and compensation study and what the cost would be. He thinks this would be a good tool to have when looking at what we currently pay our employees and where we stand compared to other municipalities.

17. COMMITTEE REPORTS

17.A. FINANCE (Lipman (Chair), Hamel, Cheney)

17.A.i. WOW Trail Funding

17.A.ii. Downtown TIF Financing

17.B. PUBLIC SAFETY (Cheney (Chair), Soucy, Lipman)

17.C. GOVERNMENT OPERATIONS & ORDINANCES (Soucy (Chair), Felch, Cheney)

Chairman Soucy mentioned the meeting held earlier this evening. They spoke about changes needed to the short term rental ordinance, the naming of public buildings and places, an ordinance needed for burned out/ dilapidated buildings and the demolition permit process. Another meeting will be held next month to discuss the changes.

17.C.i. Review of Chapter 167, Noise and Chapter 161 Licensing as it pertains to outdoor sound equipment and loudspeakers

17.C.ii. Ordinance Amending Chapter 221, Vehicles and Traffic/Parking on Sublawns

17.C.iii. Procedural review of grant applications

17.C.iv. Regulation of Short Term Residential Rental Businesses

17.C.v. Proposed Historic Overlay District

17.C.vi. Scenic Road Motorcycle Noise Petition

17.C.vii. Use of public property by for-profit entities

17.C.viii. Short Term Rentals

17.C.ix. Naming privilege's to public areas

17.D. LAND & BUILDINGS (Hamel (Chair), Haynes, Felch)

17.D.i. Downtown parking garage

17.D.ii. Repair & maintenance of City buildings

17.D.iii. Plan for the DPW Compound

17.E. PUBLIC WORKS (Haynes (Chair), Felch, Soucy)

17.E.i. Retaining Wall Policy

17.E.ii. Discussion for converting from a manual to an automated solid waste curbside collection service

17.F. APPOINTMENTS (Councilors Soucy (Chair), Cheney and Haynes)

18. LIAISON REPORTS

Mayor Pro Tem Haynes spoke about a stalemate on the historical district expansion. He said the Historic District Commission says they are waiting on the Council Subcommittee and the Subcommittee says they are waiting on the Historic District Commission. The Council's Subcommittee is going to plan another meeting and invite the Historic District Commission so they can have another conversation and get on the same page. He also mentioned there was talk about the Historic District and the Heritage Commission may look into merging, but this was only a conversation that has started.

19. CITIZENS REQUESTS TO COMMENT ON CURRENT AGENDA ITEMS

No members of the public wished to speak

20. CITY MANAGER'S REPORT

20.A. Project Updates Report

Manager Beattie went over the project updates report with the Council. Highlights include: changes coming forth in this report: road closures, water shut offs will be added to this section of the report.

Weirs beach water line, Weirs Blvd. rte. 3 bridge, public works has forwarded that to DOT. The sewer break in the Briarcrest area was two days' worth of work, cost is still out on that. Weirs Beach restoration, Dartmouth College will be in the Weirs on May 18th thru the 23rd there will be an archeological dig. The Indian at smith track is being built and needs to be painted but will be up soon.

20.B. Monthly Economic Development Report

Manager Beattie went over the monthly economic development report with the Council. Highlights include: unemployment rates are at 2.7%, CPIU rate is annualized out at 5.8% so far.

20.C. Update on Elm Street School Traffic Issue

Manager Beattie updated the Council on the status of the Elm Street School Traffic issue.

Bob Champlin spoke to the Council about the traffic at the Elm Street School. On April 13th he met with Bill Prescott of 426 Elm Street, who is a neighbor of the Elm Street school. The neighbor is good with any surveying of his land. He is ok with an easement, he is willing to give about 20 feet but he does not want to see it. This will spill out onto Washington street where it is not paved. They had another person view the area on potential drainage issues. He thinks the meeting went very positive. Councilor Cheney asked if they are talking about only a walking path. Mr. Champlin explained that there were a few things they looked at. The potential of a full road, and that going out to two possible locations. One out to the back of Bond Beach Rd, and something that would hook right onto Washington St. The logistics did not go further than that. The path would go down Washington St toward Leavitt Park. It would be two phases, the walking path then the moving path. Councilor Felch says he is hoping to get this done before the next school year. Councilor Soucy asked what the

distance was between the retention pond and the path will be. The path probably would be about 20 feet deeper off of Elm than the retention pond. Councilor Soucy also asked what the potential increase in traffic on Washington St. could look like. It was explained that you come up Washington, take a right onto Jefferson and having a right turn only onto Elm only as dismissal. Its about a 15 minute window of heavy traffic. Councilor Cheney asked how many houses on Jefferson that actually face on Jefferson. There are about 3. Fortunately there have been no complaints during the time of pick up time. Councilor Felch asked the City Manager is when the Elm St walkway project supposed to take place? It is believed to by the fiscal year state plan of 2029, but it could be moved around if the funding is available per DPW Director Wes Anderson.

21. NEW BUSINESS

21.A. Resolution 2023-12 - Relative to acceptance of an award in the amount of \$82,500 from the Homeland Security Grant Program for cybersecurity equipment

In 2021 City applied to the New Hampshire Department of Safety for grant funding to purchase equipment to enhance the City's cybersecurity footprint. The application was prospectively awarded in September 2022 and final approval was granted in December 2022. In early 2023 the grant award was modified to substitute additional firewall upgrades for previously requested MFA devices. This was done as the State intends to provide MFA devices to local communities under a separate grant program.

Acceptance of this award will enhance the City's cybersecurity footprint.

Councilor Cheney made a motion to waive a reading of Resolution 2023-12 in its entirety and to read by title only. Seconded by Councilor Felch. Discussion: None.

The motion passed with all in favor. 5-0

Councilor Soucy made a motion to move a first reading of Resolution 2023-12 relative to acceptance of an award in the amount of \$82,500 from the Homeland Security Grant Program for Cybersecurity Equipment." Seconded by Councilor Cheney. Discussion: None.

The motion passed with all in favor. 5-0

Councilor Cheney made a motion to schedule a Public Hearing on May 8, 2023 during the regular City Council meeting to gather public input prior to any action being taken. Seconded by Councilor Felch. Discussion: None.

The motion passed with all in favor. 5-0

21.B. Lease Agreement between the City of Laconia/Laconia Airport Authority and Poppy's Choice, LLC, having a principal place of business at 15 Airport Road, Gilford, NH 03249

This is a new Lease. POPPY'S CHOICE, LLC is purchasing the building located at 15 Airport Road, Gilford, NH, on Laconia Municipal Airport property.

The Lease Agreement duration is 40 years in length, to be reviewed in 20 years to negotiate a new rate. The agreed rate is \$0.1499 per square foot per usable acre for the 2023- 2024 FY with adjustments according to the December CPI-U each successive year.

Fiscal Impact: There is no cost incurred by the City; the revenue generated by this lease agreement amounts to \$7,870.20 for the first-year base rental, payable to the Laconia Airport Authority to be applied to the operation of the airport.

At a meeting on Thursday, April 20, 2023, the Laconia Airport Authority authorized Andrew J. Hosmer to sign the agreement as its Chairman.

The Laconia Airport Authority is seeking approval from the City Council for Andrew J. Hosmer as Mayor, or Kirk Beattie as City Manager to sign the agreement on behalf of the City of Laconia.

Councilor Cheney made a motion to approve the authorization for Andrew J. Hosmer as Mayor, or Kirk Beattie as City Manager, to sign the Lease Agreement for Poppy's Choice, LLC, for the building located at 15 Airport Road, Gilford, NH on Laconia Municipal Airport property, as presented. Seconded by Councilor Felch. Discussion: Councilor Lipman was asking what is Poppy's Choice, Manager Beattie stated it is the old Kitchen Cravings building. Councilor Lipman wondered why the term length was 40 years, but it should be reviewed sooner. Manager Beattie said this is what they wanted, but he can reach back out to them on it.

Councilor Cheney made a motion to table, seconded by Councilor Felch.

The item was tabled. 5-0

22. UNFINISHED BUSINESS

22.A. Resolution 2023-11 - Request to submit a grant application to the Federal Emergency Management Agency (FEMA) for a Laconia Hazard Mitigation Plan Update

If awarded, this request is to accept the amount of \$11,999.00 through the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program. These funds will be used to cover the costs associated with updating the City of Laconia's 2017 Hazard Mitigation Plan. It is recommended that a municipality updates its Hazard Mitigation Plan every five years.

At the April 10, 2023 City Council meeting a motion was approved to schedule a Public Hearing on this matter; that Public Hearing was held earlier in this evening's agenda.

Fiscal Impact: The City's share of this grant is 10%, or \$1,333.30.

Councilor Soucy made a motion to waive a reading of Resolution 2023-11 in its entirety and to read by title only. Seconded by Councilor Felch. Discussion: None.

The motion passed with all in favor. 5-0

Councilor Cheney made a motion to move a second reading of Resolution 2023-11, relative to authorizing application and acceptance of a grant application to the Federal Emergency Management Agency (FEMA) for a Laconia Hazard Mitigation Plan Update. Seconded by Councilor Felch. Discussion: None.

The motion passed with all in favor. 5-0

Councilor Cheney made a motion to approve Resolution 2023-11, relative to authorizing application and acceptance of a grant application to the Federal Emergency Management Agency (FEMA) for a Laconia Hazard Mitigation Plan Update as presented, and to authorize the City Manager to sign all documents related to this grant. Seconded by Councilor Soucy. Discussion: None.

The motion passed with all in favor. 5-0

23. FUTURE AGENDA ITEMS

- 23.A. **Master Plan**
- 23.B. **Milfoil Treatment funding requests**
- 23.C. **Sewer & Water Master Plan**
- 23.D. **Single Stream Recycling/Concord Co-op/Solid Waste disposal cost reductions**
- 23.E. **Strategic Planning/Goal Setting**
- 23.F. **WOW Trail**
- 23.G. **Weirs Beach Restoration Project**
- 23.H. **Fair St/Court St traffic problems and accidents**
- 24. **Any other business that may come before the Council**
- 25. **NON-PUBLIC SESSION (According to RSA 91-A:3, II)**
- 26. **ADJOURNMENT**

Mayor Pro Temp Haynes adjourned the meeting at 8:27 PM

Respectfully Submitted,

Katie Gargano

City Clerk



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: City of Laconia 45 Beacon Street East Laconia, NH 03246		Member Number: 213	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716		
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form)	7/1/2023	7/1/2024	Each Occurrence	\$ 2,000,000
<input type="checkbox"/>	Professional Liability (describe)	7/1/2024	7/1/2025	General Aggregate	\$ 10,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input type="checkbox"/>	Automobile Liability			Combined Single Limit (Each Accident)	
Deductible Comp and Coll: \$1,000				Aggregate	
Any auto					
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
<input type="checkbox"/>	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
State of New Hampshire Department of Safety Homeland Security and Emergency Management 33 Hazen Dr. Concord, NH 03301			Date: 6/28/2024 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



U.S. Department of Homeland Security
FEMA Region I
220 Binney Street
Cambridge, MA 02142

FEMA

Sent Via Email

December 7, 2023

Robert M. Buxton, Director
New Hampshire Homeland Security and
Emergency Management
33 Hazen Dr.
Concord, NH 03305

Re: Major Disaster Declaration: FEMA-4516-DR-3P
Program: Hazard Mitigation Grant Program, Assistance Listing #97.039
Recipient: New Hampshire Homeland Security and Emergency Management
Subrecipient: New Hampshire Homeland Security and Emergency Management (NH HSEM)
Federal Award No.: 4516DRNHP00000035
Project: NH HSEM LHMP Updates for Hudson, Laconia, Manchester, Mason, and
Portsmouth
Project #: HMGP-4516-3P

Dear Director Buxton:

The Federal Emergency Management Agency ("FEMA"), U.S. Department of Homeland Security has awarded the above-referenced project that the New Hampshire Homeland Security and Emergency Management submitted under the Hazard Mitigation Grant Program ("HMGP") application for FEMA-4516-DR-3P. The subrecipient for this project is New Hampshire Homeland Security and Emergency Management and the approved federal funding for the project is \$72,000.00, which is 90% of the total approved project cost of \$80,000.00. As a condition of the federal award, New Hampshire Homeland Security and Emergency Management is required to contribute a non-Federal cost-share of \$8,000.00.

By accepting this Federal award, you acknowledge that the terms and conditions set forth in the following documents are incorporated into the terms and conditions of this award and will ensure that you incorporate them into any subaward to the subapplicant.

- FEMA-State Agreement for FEMA-4516-DR-3P
- FY 2020 Department of Homeland Security Standard Terms and Conditions, v. 10.1
- Hazard Mitigation Assistance Guidance (2015)
- Acknowledgment of Programmatic Requirements (enclosed)
- Obligation Report (enclosed)
- Record of Environmental Consideration (enclosed)

If you have any questions, please contact the Region 1 Hazard Mitigation Assistance Grants Mailbox, Mitigation Division, FEMA Region I at FEMA-RI-HMA-Grants@fema.dhs.gov.

Sincerely,

**RICHARD H
VERVILLE**

Digitally signed by RICHARD H
VERVILLE
Date: 2023.12.07 08:05:16 -05'00'

Richard H. Verville
Deputy Director, Mitigation Division
FEMA Region I

Enclosures

cc: Austin Brown, Chief of Mitigation and Recovery, NH HSEM
Ginny Clasby, Assistant Chief of Mitigation, State Hazard Mitigation Officer, NH HSEM

GENERAL FEDERAL AWARD INFORMATION
Hazard Mitigation Grant Program
Major Disaster FEMA-4516-DR-NH
Federal Award No.: 4516DRNHP00000035
Project No.: HMGP-4516-3P

Recipient Name:	New Hampshire Homeland Security and Emergency Management
Recipient's Unique Entity Identifier (UEI):	V9GSW38ZEVC5
Subrecipient Name:	New Hampshire Homeland Security and Emergency Management
Subrecipient's Unique Entity Identifier (UEI):	V9GSW38ZEVC5
Assistance Listings Number and Title:	97.039, Hazard Mitigation Grant Program
Federal Award Identification Number (FAIN):	4516DRNHP00000005
HMGP Project Number:	HMGP-4516-3P
Federal Award Date:	December 7, 2023
Period of Performance Start and End Date:	8/5/2021 – 5/2/2026 Project Completion ▪ HMGP Projects: 5/2/2026
Budget Period Start and End Date:	8/5/2021 – 5/2/2026
Amount of Federal Funds Obligated by this Action:	\$72,000.00
Total Amount of Federal Funds Obligated:	\$ 72,000.00
Total Approved Cost Sharing or Matching:	\$ 8,000.00
Total Amount of the Federal Award Including Approved Cost Share or Matching:	\$ 80,000.00
Budget Approved by the Federal Awarding Agency (to comply with statutory requirements (e.g. FFATA)):	The approved budget is set forth below.
Federal Award Description	Hazard Mitigation Planning

Name of Federal Awarding Agency and Contact Information for Awarding Official:	Federal Emergency Management Agency Richard Verville, Deputy Director, Mitigation Division Email: richard.verville@fema.dhs.gov Phone: (857) 205-2841
Identification of Whether the Award is R&D:	No part of this Federal award is for research and development.
Indirect Cost Rate for the Federal Award:	Indirect costs are not authorized under this grant.

BUDGET COST CATEGORIES

Object Class	Cost
Personnel	\$ 0
Fringe Benefits	\$ 0
Travel	\$0
Equipment	\$ 0
Supplies	\$ 0
Contractual	\$ 80,000.00
Construction	\$0
Other	\$ 0
Indirect Costs	\$ 0
Total:	\$ 80,000.00