

A G E N D A
HICKORY CITY COUNCIL

July 19, 2016



7:00 p.m.



AGENDA
www.hickorync.gov

If you have any questions about any item on this agenda or if you need more information about any item in addition to the information contained in the agenda package, please call the City Manager at 323-7412. A "Citizen Comment Sheet", which explains the procedure to address the City Council, is located on the table outside Council Chambers. We also encourage you to complete the Comment Sheet and offer any suggestions or questions you have. For more information about the City of Hickory go to: www.hickorync.gov.

Hickory City Council
76 North Center Street

July 19, 2016
7:00 p.m.

- I. Call to Order
- II. Invocation by Rev. Wil Posey, Associate Pastor, First United Methodist Church
- III. Pledge of Allegiance
- IV. Special Presentations

A. Recognition of Retiring Boards and Commissions Members

Citizens Advisory	Mark Huggins
Community Appearance	Debbie Rush Sam Hunt Janet Painter Candas Brown Andrew Straw David Moser
Community Relations	Darrell Rogers
Hickory Regional Planning Commission	Barbara Clemmons
Historic Preservation	Sarah Huffman Larry Triplett Steven Walker
Library Advisory	Juanita Dula
Parks & Recreation	Joyce Beard Angie Aycock
Public Art Commission	Phil Barringer
Recycling Advisory	Charlie Hayes Jeff Bartlett Jeff Wright
Youth Council	Grace Bollinger Tyler Cochrane Landen Linkous Jenny Kerley

Paul Wood
Emily Childers
Andrew Howard
Alanna Church
Kyle Chang
Emmy Williams
Mary Kathryn Cockerham

- V. Persons Requesting to Be Heard
- A. Dr. J.D. Robinette, 1850 Clement Blvd. NW, Hickory, Discussion of Business Signage.
- VI. Approval of Minutes
- A. Regular Meeting of June 21, 2016. **(Exhibit VI.A.)**
- B. Special Meeting of June 28, 2016. **(Exhibit VI.B.)**
- VII. Reaffirmation and Ratification of Second Readings. Votes recorded on first reading will be reaffirmed and ratified on second reading unless Council Members change their votes and so indicate on second reading.
- A. Approval of the Community Development Block Grant Funding Agreement between the City of Hickory and Safe Harbor Rescue Mission. **(First Reading Vote: Unanimous)**
- B. Approval of the Community Development Block Grant Funding Agreement between the City of Hickory and AIDS Leadership Foothills-Area Alliance, Inc. **(First Reading Vote: Unanimous)**
- C. Approval of Two Municipal Participation Agreements with North Carolina Department of Transportation. **(First Reading Vote: Unanimous)**
- D. Acceptance of the Bid and Award of the Contract to Carolina Courtworks in the Amount of \$35,839 for Construction of Hickory Optimist Park Pickleball Court. **(First Reading Vote: Unanimous)**
- E. Approval of a Contract with JK Landscaping & Grading in the Amount of \$44,200 for Improvements to Southside Heights Park. **(First Reading Vote: Unanimous)**
- F. Budget Ordinance Amendment Number 25. **(First Reading Vote: Unanimous)**
- G. Capital Project Ordinance Number 4. **(First Reading Vote: Unanimous)**
- H. Consideration of Rezoning Petition 16-03 for Hilton Materials, LLC for Rezoning of approximately 8.09 acres of property located at 1360 11th Avenue SE. The petition is to rezone the property from Regional Commercial (C-3) to Industrial (IND). **(First Reading Vote: Unanimous)**
- I. Approval of a Contract with Rite Lite of Concord in the Amount of \$453,044.30 for Wayfinding Signs along Major Gateways in Hickory. **(First Reading Vote: Unanimous)**
- J. Approval of a Contract with Andrea Surratt for Interim City Manager. **(First Reading Vote: Unanimous)**
- VIII. Consent Agenda: All items below are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests. In which event, the item will be removed from the Consent Agenda and considered under Item IX.

- A. Acceptance of an Offer to Purchase Property, PIN 3724-18-31-3226, in the Amount of \$6,000, Located East of 25th Street NE, Hickory. **(Exhibit VIII.A.)**

Staff requests approval of the purchase of property located east of 25th Street NE, PIN 3724-18-31-3226, Lot 4 in the E.O. Hefner Estate Unrecorded Subdivision, containing approximately 2.09 acres. The property is currently owned by Margaret Louise Barger, Richard Barger, Frances H. Hallman, Donna Kay Parker, and Larry Parker. Public Utilities plans to purchase the property in order to run a sewer line through it. The tax value of the property is currently \$16,300. The property is currently landlocked, which would make building on the property difficult. The property owners have offered the property to the City for the purchase price of \$6,000. Public Utilities acquisition funds are available to purchase the property which will assist Public Utilities in the Random Woods Sewer Project. Staff recommends Council's approval of the offer to purchase this property, (PIN 3724-18-31-3226) in the amount of \$6,000.

- B. Acceptance of Donated Surplus Code 3 Light Bars from 144th Marketing Group. **(Exhibit VIII.B.)**

Hickory Police Department requests Council's approve to accept donated surplus Code 3 Light Bars from 144th Marketing Group. 144th Marketing Group would like to donate surplus Code 3 Light Bar sets valued at \$1,000 to be installed at the Hickory Police Department firing range for the nighttime qualification for each officer as mandated by State requirements. The City of Hickory Building Services will install the blue lights. The current blue lights installed at the Hickory Police Department's firing range are over 15 years old and are starting to fail. Hickory Police Department recommends Council approve the acceptance of the donated surplus Code 3 Light Bar sets valued at \$1,000 from 144th Marketing Group.

- C. Renewal of Taxicab and Other Passenger Vehicles for Hire Franchises. **(Exhibit VIII.C.)**

Company	Taxicabs	Passenger Vehicle for Hire
Mile High Enterprises dba The Hickory Hop	0	7
Yellow Cab	13	1
Diamond Cab of Hickory	3	0
Hickory Limousine	0	3
Total	16	11

Annually, these companies apply for a renewal of their Certificate of Convenience and Necessity for the operation of taxicabs and other vehicles for hire.

- D. Approval of the Community Development Block Grant Funding Agreement between the City of Hickory and Greater Hickory Cooperative Christian Ministry. **(Exhibit VIII.D.)**

In February 2016, the City of Hickory's Department of Planning and Development Services requested applications from local nonprofit organizations for funding under the Community Development Block Grant (CDBG) Program. The Citizen's Advisory Committee reviewed and recommended funding for these applications as part of the City's Annual Action Plan. The Annual Action Plan was approved by City Council following a public hearing on May 3, 2016. The Community Development Block Grant Funding Agreement describes the requirements for the City and Greater Hickory Cooperative Christian Ministry to ensure that all applicable federal regulations are met. Funds will be used to assist the NETworX Catawba Program which is a 15 week program that provides training to individuals looking to break the cycle of generational poverty. Greater Hickory Cooperative Christian Ministry has requested and been approved for funding in the amount of \$8,000 through the City of Hickory's Community Development Block Grant program. Staff recommends approval of the CDBG funding agreement between the City of Hickory, North Carolina, and Greater Hickory Cooperative Christian Ministry.

- E. Approval of the Community Development Block Grant Funding Agreement between the City of Hickory and Habitat for Humanity of the Catawba Valley, Inc. **(Exhibit VIII.E.)**

In February 2016, the City of Hickory's Department of Planning and Development Services requested applications from local nonprofit organizations for funding under the Community Development Block Grant (CDBG) Program. The Citizen's Advisory Committee reviewed and recommended funding for these applications as part of the City's Annual Action Plan. The Annual Action Plan was approved by City Council following a public hearing on May 3, 2016. The Community Development Block Grant Funding Agreement describes the requirements for the City and Habitat for Humanity of the Catawba Valley to ensure that all applicable federal regulations are met. Funds will be used for rehabilitation of owner occupied single family residences with households earning less than 80 percent of the area median income. Habitat for Humanity of the Catawba Valley has requested and been approved for funding in the amount of \$30,000 through the City of Hickory's Community Development Block Grant program. Staff recommends approval of the CDBG funding agreement between the City of Hickory, North Carolina, and Habitat for Humanity of the Catawba Valley, Inc.

- F. Approval of a Special Event Activities Application, The Favor Center Church Outdoor Worship Service, Ritchie Naraidu, Church Administrator, The Favor Center Church, September 10, 2016, 4:00 p.m. to 10:00 p.m., Sails on the Square. **(Exhibit VIII.F.)**

- G. Approval of a Special Event Activities Application, 2016 Walk to End Alzheimer's – Hickory, Meghan Lawton, Regional Manager, October 29, 2016, 7:00 a.m. to 1:00 p.m., L.P. Frans Stadium. **(Exhibit VIII.G.)**

- H. Approval of a Special Event Activities Application, NC Foothills Race for the Cure, Gina Simmons, Event and Development Coordinator, Susan G. Komen Northwest NC, Set Up: October 14, 2016 at 8:00 a.m., Event Date/Time: October 15, 2016, 8:00 a.m. to 2:00 p.m., LP Frans Stadium. **(Exhibit VIII.H.)**

- I. Approval of the Application Development Contract in the Amount of \$87,996 with Western Piedmont Council of Governments to Provide Continued Services and Support for Fiscal Year 2016/2017. **(Exhibit VIII.I.)**

Western Piedmont Council of Governments has provided many departments of the City with application development and general GIS services for many years. The services they provide continue to be a valuable resource to the Council, City Staff, and the members of the community at large. Staff recommends approval of the Application Development Contract with Western Piedmont Council of Governments in the amount of \$87,996 to provide continued services and support for fiscal year 2016/2017. Funds are included in FY2016/2017 budget.

- J. Approval of the Technical Assistance Services Contract in the Amount of \$74,340 with Western Piedmont Council of Governments to Provide Continued Services and Support for Fiscal Year 2016/2017. **(Exhibit VIII.J.)**

Western Piedmont Council of Governments has provided many departments of the City with application development and general GIS services for many years. The services they provide continue to be a valuable resource to the Council, City Staff, and the members of the community at large. Staff recommends approval of the Technical Assistance Services Contract with Western Piedmont Council of Governments in the amount of \$74,340 to provide continued services and support for fiscal year 2016/2017. Funds are included in FY2016/2017 budget.

- K. Approval of the Renewal of the Agreement with Western Piedmont Council of Governments to Support the Western Piedmont Stormwater Partnership for Phase II Public Education. **(Exhibit VIII.K.)**

The City was issued an NPDES Phase II Stormwater Permit by the North Carolina Department of Environment and Natural Resources on July 1, 2005. One of the requirements of the permit in the Public Education and Outreach Minimum Measure is that the City develop and implement a public education and outreach program to raise public awareness on the causes and impacts of stormwater pollution. Staff requests approval of the renewal contract with the Western Piedmont Council of Governments (WPCOG) to implement the National Pollutant Discharge Elimination System (NPDES) Phase II Public Education program through the Western Piedmont Stormwater Partnership. This agreement is for an amount that shall not exceed \$11,033. Funds are available from the current stormwater budget. Staff recommends City Council's approval of the renewal agreement with the WPCOG for assistance in implementation of the NPDES Phase II public education and outreach program for an amount not to exceed \$11,033.

- L. Acceptance of a Cemetery Deed from Laura H. George and husband Samuel D. George Jr. (Oakwood Cemetery, Plot X, Lot No. 3&4, Section 57A) (Prepared by Deputy City Attorney Arnita M. Dula). Approve the Transfer of a Cemetery Deed from the City of Hickory to Laura H. George and husband Samuel D. George Jr. (Oakwood Cemetery, Plot W, Lot No. 1&2, Section 57A, Containing 80 Square Feet) (Prepared by Deputy City Attorney Arnita M. Dula).

The exchange of these cemetery plots is due to mature shrubbery/trees being located on the lots currently owned by the George's. These plots are no longer suitable for interment, therefore the City is exchanging lots with the George's so they may have plots that are usable.

- M. Call for Public Hearing for Consideration of Designating Lyerly Full Fashioned Mill as a Local Historic Landmark. **(Authorize Public Hearing for August 2, 2016, at 7:00 p.m. in Council Chambers of the Julian G. Whitener Municipal Building). (Exhibit VIII.M.)**

- N. Certificate of Sufficiency and Preliminary Resolution Relative to Street Improvements along a Portion of the North Side of the 3300 Block of 48th Avenue Lane NE, Petition No. 16-02. **(Authorize Public Hearing for August 16, 2016, at 7:00 p.m. in Council Chambers of the Julian G. Whitener Municipal Building). (Exhibit VIII.N.)**

- O. Approval to Retire Police Canine Gino and an Agreement to Allow Police Canine Gino to be adopted by Handler MPO Marcus Chapman. **(Exhibit VIII.O.)**

The Hickory Police Department will retire police canine, Gino from service on July 1, 2016 due to injury after seven years of service. His handler, MPO Marcus Chapman, would like to adopt him after his retirement and would like to assume responsibility and care of the canine. Gino has a special skill set due to his previous training as a police dog, and because of this training he is a danger to public welfare, and may be adopted by his handler. Staff requests approval to retire canine Gino on July 1, 2016 and approval of the Retiring Canine Agreement allowing MPO Marcus Chapman to adopt Gino.

- P. Approval of an Amendment to the FY 2016/2017 Fee Schedule. **(Exhibit VIII.P.)**

City Council approved the annual FY 2016/2017 Fee Schedule on June 21, 2016 along with the annual Budget Ordinance. Following this action Staff realized there were several omissions and misstated fees on the initial draft presented to City Council. The following items include the additions and specific fees to be amended. The City's practice has been to increase service fees according to the most recent Consumer Price Index, (currently 0.7%) with the resulting fee rounded either up or down to the nearest quarter-dollar. The following adjustments adhere directly to that practice or require adjustment due to other factors as noted:

- *Under Fire Department "Thirty-six Month Inspections," add "Mercantile (more than 10 tenants)" at \$278.00. Note: This one fee replaces the former categories of "11 to*

20 tenants” and “more than 20 tenants” which had been charging \$276.00 and \$552.00 respectively.

- Under Fire Department Construction Permits, change Automatic Sprinkler System Installation (per sq. ft.) and Fire Alarm and Detection System Installation (per sq. ft.) from \$0.01 to \$0.0149. This specific amount was, in fact, entered correctly into the spreadsheet but the display cell rounded it to two decimal places.

- Cemetery:

Cemetery Lots	14-15	15-16	Current	Corrected
Oakwood (must purchase two lots and not pre-need)	\$1029 each	\$1029 each	\$1029 each	\$1036.25 each
Fairview	\$729	\$734.75	\$734.75	\$740
Southside	\$729	\$734.75	\$734.75	\$740
Baby Grace with identification marker	\$729	\$734.75	\$734.75	\$740
Cemetery Permits				
Internment Permit	\$61.75	\$62.25	\$62.25	\$62.75
Monument Permit	\$12.50	\$12.50	\$12.50	No change
Inurnment Permit	\$12.50	\$12.50	\$12.50	No change
Niche Opening After Initial Inurnment	\$180.75	\$182.25	\$182.25	\$183.50
Columbarium				
Single Niche	\$1480.50	\$1492.25	\$1492.25	\$1502.75
Double Niche	\$2220	\$2237.75	\$2237.75	\$2253.50

- Shuford Garden Rental: Change from \$173.25 to \$174.50.

- Recycling:

Change “Residential Recycling Bags (tax included)” to read “Residential Recycling Bags, Clear (tax included)”. Reduce the fee from \$17.25 back to \$17.00 which, without the CPI increase, more accurately reflects the actual cost of the product.

- Sanitation:

Change “Residential Trash Bags (per hundred) (tax included)” to read “Residential Trash Bags, Black (per hundred) (tax included)”. Reduce the fee from \$17.25 back to \$17.00 which, without the CPI increase, more accurately reflects the actual cost of the product.

The following Commercial Waste fees must be amended due to limitations in the billing process software that require twice-per-month collections to be billed at double the rate of once-per-month accounts. This in effect requires the new fee to be slightly higher than the CPI rate of 0.7%:

- 4 yard BC – 2 pickups per month: change from \$19.75 to \$20.00
- 6 yard BC – 2 pickups per month: change from \$31.25 to \$31.50
- 8 yard BC – 2 pickups per month: change from \$37.25 to \$37.50

- Parks & Recreation:

Correct Henry Fork River Regional Recreation Park Non-Resident Full Day (8 hours) 2015-2016 fee from \$569.00 to \$269.00 and update 2016-2017 fee to \$288.00.

- Q. Approval of a Resolution for Two Additional Commissioners on the Hickory Public Housing Authority. **(Exhibit VIII.Q.)**

Pursuant to North Carolina General Statute 157-5 (a) allows the number of commissioners to consist of not less than five nor more than eleven commissioners appointed by the Mayor. The recommendation is for Hickory City Council to approve a Resolution increasing the current number of commissioners on the Public Housing Authority Board from seven to nine, effective July 19, 2016.

R. Budget Revision Number 1. **(Exhibit VIII.R.)**

1. *To appropriate \$12,180 of General Fund Balance and budget same within the Police Department's Contracted Services line item. This amendment is necessary to pay for Smith Rogers PLLC Attorneys at Law for annual legal support. These funds are from State Unauthorized Substance Tax money and are received and reside within the General Fund Balance until the time of appropriation for specific uses under the State guidelines.*
2. *To appropriate \$77,124 of General Fund Balance and budget same into the Library's various expenditure line items for Books, Departmental Supplies, and Programming. A donation for Astronomy made in FY 2015 and Endowment Funds from FY 2016 were unable to be spent prior to the end of the fiscal year, therefore an appropriation from General Fund Balance is necessary.*
3. *Within Capital Project #B1A001 (Bond Projects – Administrative Costs), to reverse a \$1,370 transaction that was erroneously appropriated twice: once through Budget Ordinance Amendment #13 on January 5, 2016 then subsequently as part of Capital Project Ordinance #3 on June 21, 2016. The current adjustment will correct this duplicate transaction by reversing the BOA #13 entry.*

IX. Items Removed from Consent Agenda

X. Informational Item

- A. Report of Alderman Guess' Travel to Town Hall Day, Raleigh, NC, June 8, 2016 (Registration - \$25; Meals - \$20.50). **(Exhibit X.A.)**
- B. Report of Former City Manager Mick Berry's Travel to NCCCA Summer Conference, Asheville, NC, June 23 – June 24, 2016 (Lodging - \$202.27; Meals - \$41.00; Registration - \$250.00; Mileage Reimbursement - \$81.32). **(Exhibit X.B.)**

XI. New Business:

A. Public Hearings

B. Departmental Reports:

1. Approval of a Memorandum of Understanding with Habitat for Humanity of the Catawba Valley, Inc. for the Housing Rehabilitation Programs. **(Exhibit XI.B.1.)**

Habitat for Humanity approached the City regarding a new partnership which will enable the expansion of their housing rehabilitation program in the hopes of benefiting more families in the City of Hickory. The Memorandum of Understanding (MOU) describes the coordination efforts that each organization will take when managing their housing rehabilitation programs. This was suggested by Habitat for Humanity to assist them in outlining their partnership with the City of Hickory when requesting funds from local donors and other agencies. Habitat's rehabilitation program is set to receive \$30,000 through the 2016-2017 Community Development Block Grant Program. In addition, the City and Habitat will continue their partnership where the City offers reimbursement for the cost of water and sewer taps for new homes. This program is funded through the Public Utilities Division budget. Habitat requests funds through this program on an annual basis. The dollar value of these water and sewer taps has been valued at between \$2,000 and \$3,000 per year over the past few years. Staff recommends approval of the Memorandum of Understanding between the City of Hickory and Habitat for Humanity of the Catawba Valley, Inc.

2. Appointments to Boards and Commissions

BOND IMPLEMENTATION COMMISSION

(Terms Expiring 2-1; 3 Year Terms) (Appointed by City Council)
Mayor's Appointment Unexpired Term of Charlie Dixon (2-1-19)

BUSINESS DEVELOPMENT COMMITTEE

(Terms Expiring 6-30; 2 Year Terms) (Appointed by City Council)

At-Large (Council Appoints) VACANT

CITIZENS ADVISORY COMMITTEE

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)

At-Large (Council Appoints) VACANT

COMMUNITY APPEARANCE COMMISSION

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)

Ward 3 (Seaver Appoints) VACANT

Ward 4 (Guess Appoints) VACANT

At-Large (Outside City but within Hickory Regional Planning Area)
(Council Appoints) VACANT

At Large (Council Appoints) VACANT

COMMUNITY RELATIONS COUNCIL

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)

Caucasian (Council Appoints) VACANT

Other Minority (Council Appoints) VACANT

Other Minority (Council Appoints) VACANT

HICKORY REGIONAL PLANNING COMMISSION

(Terms Expiring 6-30; 3-Year Terms With Unlimited Appointments)

(Appointed by City Council)

Ward 2 (Tarlton Appoints) VACANT

Burke County (Mayor to Nominate) VACANT

Brookford (Mayor to Nominate) VACANT

HISTORIC PRESERVATION COMMISSION

(Terms Expiring 6-30; 3-Year Terms (Appointed by City Council)

Historic Properties (Council Appoints) VACANT

Building Trades Profession (Council Appoints) VACANT

At-Large (1) (Council Appoints) VACANT

INTERNATIONAL COUNCIL

(Appointed by Mayor with the Concurrence of City Council)

(6) Positions VACANT

LIBRARY ADVISORY BOARD

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)

Ward 4 (Guess Appoints) VACANT

At-Large (Mayor Appoints) VACANT

PARKS AND RECREATION COMMISSION

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)

Ward 2 (Tarlton Appoints) Susan Sigler
(Eligible for Reappointment/Willing to Serve)

At-Large (2) (Council Appoints) VACANT

At-Large (3) (Council Appoints) VACANT

PUBLIC ART COMMISSION

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)

At-Large (Mayor Appoints) VACANT

At-Large (Mayor Appoints)

Harold Humphrey
(Eligible for Reappointment/Willing to Serve)

PUBLIC HOUSING AUTHORITY

(Terms Expiring 6-30; 5-Year Terms) (Appointed by the Mayor)

Contingent upon the passing of the Resolution to increase the number of commissioners, Mayor Wright appoints Dr. Trish Johnson to Position 8 on the Public Housing Authority.

RECYCLING ADVISORY BOARD

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)

Ward 2 (Tarlton Appoints)	VACANT
Ward 3 (Seaver Appoints)	VACANT
Ward 4 (Guess Appoints)	VACANT
At-Large (Council Appoints)	VACANT
At-Large (Council Appoints)	VACANT

C. Presentation of Petitions and Requests

XII. Matters Not on Agenda (requires majority vote of Council to consider)

XIII. General Comments by Members of Council, City Manager or City Attorney of a Non-Business Nature

XIV. Adjournment

***Hickory City Code Section 2-56. Public Address to Council:**

“When conducting public hearings, considering ordinances and otherwise considering matters wherein the public has a right to be heard, when it appears that there are persons present desiring to be heard, the Mayor shall require those opposing and favoring the proposed action to identify themselves. Each side of the matter shall be given equal time. Those opposing the proposed action shall be allowed 15 minutes for presentation, followed by 15 minutes for those favoring the action, with the opponents then to have five minutes for rebuttal and the proponents to then have five minutes for surrebuttal. Those persons on either side shall have the right to divide their allotted time among them as they may choose. The Council, by majority vote, may extend the time for each side equally. On matters in which the person desiring to address the Council does not have a legal right to speak, the Council shall determine whether it will hear the person. The refusal to hear a person desiring to speak may be based upon grounds that the subject matter is confidential, that its public discussion would be illegal, that it is a matter not within the jurisdiction of the Council or for any other cause deemed sufficient by the Council. Any person allowed to speak who shall depart from the subject under discussion or who shall make personal, impertinent or slanderous remarks, or who shall become boisterous while addressing the Council shall be declared out of order by the Mayor, or by vote of the Council, and barred from speaking further before the Council unless permission to continue shall be granted by a majority vote of the Council, under such restrictions as the Council may provide.”

The City of Hickory holds all public meetings in accessible rooms. Special requests for accommodation should be submitted by individuals with disabilities at least 48 hours before the scheduled meeting. Phone Services (hearing impaired) – Call 711 or 1-800-735-2962

A Regular Meeting of the City Council of the City of Hickory was held in the Council Chamber of the Municipal Building on Tuesday, June 21, 2016 at 7:00 p.m., with the following members present:

	Rudy Wright	
Brad Lail		Hank Guess
Vernon Tarlton	Aldermen	David P. Zagaroli
Danny Seaver		Jill Patton

A quorum was present.

Also present were: City Manager Mick Berry, Assistant City Manager Rodney Miller, Assistant City Manager Andrea Surratt, Deputy City Attorney Arnita Dula, City Attorney John W. Crone, III, Deputy City Clerk Cari Burns and City Clerk Debbie D. Miller

- I. Mayor Wright called the meeting to order. All Council members were present.
- II. Invocation by Rev. Cliff Moone
- III. Pledge of Allegiance
- IV. Special Presentations
 - A. Presentation of a Proclamation to Deputy City Attorney Arnita Dula for Recognition of the Citizen Lawyer Award by the North Carolina Bar Association.

Mayor Wright asked Deputy City Attorney Arnita Dula to join him at the podium. He commended her for being a wonderful representative of the City and the City Staff in various endeavors. He advised that he was very proud to recognize her as being a recipient of the Citizen Lawyer Award by the North Carolina Bar Association. Mayor Wright read and presented a proclamation to Ms. Dula in recognition of her being the recipient of this prestigious award.

Deputy City Attorney commented that a big part of what she does is because of the people who surround her and who she works with. She was most grateful to be there. She thanked them for the opportunities that she had been provided with at the City and for the recognition.
- V. Persons Requesting to Be Heard
- VI. Approval of Minutes
 - A. Regular Meeting of June 7, 2016

Alderman Tarlton moved, seconded by Alderwoman Patton that the Minutes of June 7, 2016 be approved. The motion carried unanimously.

Mayor Wright announced that the motion was made by Alderman Tarlton seconded by Alderwoman Patton and the motion carried unanimously.
 - B. City Council Subcommittee Special Meeting of June 3, 2016

Alderman Seaver moved, seconded by Alderman Lail that the Minutes of City Council Subcommittee Special Meeting of June 3, 2016 be approved. The motion carried unanimously.

Mayor Wright announced that the motion was made by Alderman Seaver seconded by Alderman Lail and the motion carried unanimously.
 - C. Special Meeting of June 16, 2016

Alderman Zagaroli moved, seconded by Alderman Tarlton that the Minutes of the Special Meeting of June 16, 2016 be approved. The motion carried unanimously.

Mayor Wright announced that the motion was made by Alderman Zagaroli seconded by Alderman Tarlton and the motion carried unanimously.
- VII. Reaffirmation and Ratification of Second Readings. Votes recorded on first reading will be reaffirmed and ratified on second reading unless Council Members change their votes and so indicate on second reading.

Alderwoman Patton moved, seconded by Alderman Guess that the following be reaffirmed and ratified on second reading. The motion carried unanimously.

Mayor Wright announced that the motion was made by Alderwoman Patton seconded by Alderman Guess and the motion carried unanimously.

 - A. Approval of the Purchase of Property Located at 3042 North Center Street, (PIN 3704-16-94-5696, in the Amount of \$1,750 and Authorization for the City Manager to Execute the

- Offer to Purchase and Contract and City Attorney John Crone to Complete the Transaction. (First Reading Vote: Unanimous)
- B. Approval of a Lease Agreement for City-owned Property Located at 1123 15th Street NE, Hickory. (First Reading Vote: Unanimous)
- C. Approval to Purchase 60 Radios from Loudoun Communications in the Amount of \$120,066. (First Reading Vote: Unanimous)
- D. Approval to Apply for the 2016 Justice Assistance Grant to Purchase an Oculus System and Drug Abuse Resistance and Education (DARE) Supplies. (First Reading Vote: Unanimous)
- E. Approval of the Community Development Block Grant Funding Agreement between the City of Hickory and City of Refuge Community Development Center, Inc. (First Reading Vote: Unanimous)
- F. Approval of the Community Development Block Grant Funding Agreement between the City of Hickory and Exodus Outreach Foundations, Inc. (First Reading Vote: Unanimous)
- G. Approval of the Community Development Block Grant Funding Agreement between the City of Hickory and Hickory Soup Kitchen, Inc. (First Reading Vote: Unanimous)
- H. Approval of Offer and Acceptance Document, Resolution, and Designation of Authorized Representative for State Revolving Loan for the Central Business District Infrastructure Renewal Project in the Amount of \$1,364,100. (First Reading Vote: Unanimous)
- I. Approval of Offer and Acceptance Document, Resolution, and Designation of Authorized Representative for State Revolving Loan for the Geitner Basin Sewer System Rehabilitation Project in the Amount of \$3,519,475. (First Reading Vote: Unanimous)
- J. Approval of School Resource Officer Agreement with Hickory Public Schools. (First Reading Vote: Unanimous)
- K. Budget Ordinance Amendment Number 24. (First Reading Vote: Unanimous)
- L. Capital Project Ordinance Amendment Number 2. (First Reading Vote: Unanimous)
- M. Capital Project Ordinance Number 3. (First Reading Vote: Unanimous)
- N. City Manager's FY2016-2017 Recommended Budget. (First Reading Vote; Unanimous)
- VIII. Consent Agenda: All items below are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests. In which event, the item will be removed from the Consent Agenda and considered under Item IX.

Alderman Lail requested items K and L be removed from the Consent Agenda.

Alderman Lail moved, seconded by Alderman Tarlton approval of the Consent Agenda with the exception of items K and L. The motion carried unanimously.

Mayor Wright announced that the motion was made by Alderman Lail seconded by Alderman Tarlton and the motion carried unanimously.

- A. Approved on First Reading the Community Development Block Grant Funding Agreement between the City of Hickory and Safe Harbor Rescue Mission.
- In February 2016, the City of Hickory's Department of Planning and Development Services requested applications from local nonprofit organizations for funding under the Community Development Block Grant (CDBG) Program. The Citizen's Advisory Committee reviewed and recommended funding for these applications as part of the City's Annual Action Plan. The Annual Action Plan was approved by City Council following a public hearing on May 3, 2016. The Community Development Block Grant Funding Agreement describes the requirements for the City and Safe Harbor Rescue Mission to ensure that all applicable federal regulations are met. Funds will be used to support a day shelter at Safe Harbor, which provides support to homeless women in addition to meeting physical needs, such as food, shelter, showers, etc. Safe Harbor Rescue Mission requested and were approved for funding in the amount of \$8,000 through the City of Hickory's CDBG program. Staff recommends approval of the CDBG funding agreement between the City of Hickory, North Carolina, and Safe Harbor Rescue Mission.
- B. Approved on First Reading the Community Development Block Grant Funding Agreement between the City of Hickory and AIDS Leadership Foothills-Area Alliance, Inc.

In February 2016, the City of Hickory's Department of Planning and Development Services requested applications from local nonprofit organizations for funding under the Community Development Block Grant (CDBG) Program. The Citizen's Advisory Committee reviewed and recommended funding for these applications as part of the City's Annual Action Plan. The Annual Action Plan was approved by City Council following a public hearing on May 3, 2016. The Community Development Block Grant Funding Agreement describes the requirements for the City and AIDS Leadership Foothills-Area Alliance to ensure that all applicable federal regulations are met. Funds will be used to provide support for a medical case manager position, which will provide support to persons living with HIV and AIDS to ensure that they remain in medical care and also receive other services as they are available. AIDS Leadership Foothills-Area Alliance has requested and been approved for funding in the amount of \$8,000 through the City of Hickory's Community Development Block Grant program. Staff recommends approval of the CDBG funding agreement between the City of Hickory, North Carolina, and AIDS Leadership Foothills-Area Alliance, Inc.

- C. Approved a Resolution – Cancellation of July 5, 2016 City Council Meeting.

RESOLUTION NO. 16-09

Be it resolved by the City Council of the City of Hickory that the regularly scheduled City Council Meeting for July 5, 2016 be cancelled.

- D. Approved Citizens' Advisory Committee Recommendations for Assistance through the City of Hickory's Housing Programs.

The following request was considered by the Citizens' Advisory Committee at their regular meeting on June 2, 2016:

- Rudolph & Priscilla Hoyle, 1174 2nd Street Place SE, Hickory, was awarded a City of Hickory's Housing Rehabilitation Loan. The Citizens' Advisory Committee recommends approval for assistance not to exceed \$20,000 for repairs to their house. Assistance would be in the form of a three percent interest loan for a ten year period.

Funds are budgeted for this item through the City of Hickory's former Rental Rehabilitation program income and/or program income received through the City of Hickory's Community Development Block Grant Program. The Citizens' Advisory Committee recommends approval of the aforementioned request for assistance through the City of Hickory's housing assistance programs.

- E. Approved a Special Events Activities Application 4th of July Pops Concert Under the Sails, Martha Hill, Executive Director, Western Piedmont Symphony, June 26, 2016, 2:00 p.m. to 9:00 p.m., Downtown Hickory Under the Sails.
- F. Approved on First Reading Two Municipal Participation Agreements with North Carolina Department of Transportation.

Staff requests approval of two Municipal Participation Agreements between the City of Hickory and North Carolina Department of Transportation (NCDOT). The first agreement is for rental costs associated with pumping equipment necessary to aid in the prevention of flooding of US 70 affecting the traveling public and businesses in the area. North Carolina Department of Transportation is the lead agent for the required work associated with this project and the agreement identifies the shared reimbursement percentages. The City will reimburse NCDOT two-thirds of the actual costs associated with the pumping rental equipment. Reimbursement payments will be made on a quarterly basis. The second agreement with NCDOT is for the evaluation of existing storm water issues. The project consist of design work including design of the site layout, soil parameters, wall envelope and cost estimate for shoring associated with storm water repairs along the 700 block of US 70. This agreement and design work is necessary in order to understand repair options as well as preliminary construction cost. NCDOT will be the lead agent for work under this agreement. The City's fifty percent share is \$26,000 in this partnership agreement. Staff recommends Council's approval of the Municipal Participation Agreements with NCDOT and the appropriation of funds in the amount of \$62,000 from contingency; \$36,000 toward the pumping rental equipment and \$26,000 towards the design.

- G. Approved on First Reading Acceptance of the Bid and Award of the Contract to Carolina Courtworks in the Amount of \$35,839 for Construction of Hickory Optimist Park Pickleball Court.

The conversion of the existing tennis court into four pickleball courts is part of the Hickory Optimist Park Phase II improvement plan. Work will include removal of the existing tennis court surface and nets, installation of new asphalt resurface, and nets and striping for four

pickleball courts in accordance with plans and specifications. A request for bids was posted on the City's website, and two bids were received. Recreational Ventures, Inc. dba Court One bid was \$82,325, and Carolina Courtworks bid was \$35,839 being the low responsive, responsible bidder. This project is funded by Parks and Recreation's budget for FY2015/2016. Staff recommends accepting the bid and awarding the contract to the low responsive, responsible bidder Carolina Courtworks for construction of Hickory Optimist Park pickleball court in the amount of \$35,839.

- H. Approved on First Reading a Contract with JK Landscaping & Grading in the Amount of \$44,200 for Improvements to Southside Heights Park.

Staff requests approval of a contract with JK Landscaping & Grading in the amount of \$44,200 for improvements to Southside Heights Park. The Southside Heights Park Improvements project provides permanent restrooms with ADA compliant access to both the proposed restrooms and the existing shelter. Work will include grading, site preparation for a prefabricated men's/women's restroom facility, underground utilities, accessible sidewalks to both the restroom building and the shelter all in accordance with plans and specifications. A request for informal bids were sent to local contractors. Three bids were received, Huffman Grading Co., Inc. bid \$51,700, Wesson Septic Tank Service, Inc. bid \$63,100, and JK Landscaping & Grading bid \$44,200, which was the low responsive, responsible bidder. This project is funded by Parks and Recreation's budget for FY2015/2016. Staff recommends awarding the contract to the low responsive, responsible bidder JK Landscaping & Grading in the amount of \$44,200.

- I. Approved a Resolution for the Surplus of a Fire Truck and Authorize the City Manager to Dispose of the Property by Private Sale at a Negotiated Price.

The City of Hickory Fire Department Staff requests approval to declare as surplus a 1919 American LaFrance pumper, a 1924 American LaFrance pumper, and a 1924 American LaFrance ladder truck. These three pieces were purchased by the City of Hickory in 1919 and 1924 as new fire apparatus. For the past ten years they have been stored at the City Transfer Station. However, due to their age and condition, it would not be feasible or cost effective to refurbish these units. The intent of the Fire Department is to sell all three units to Mr. George Mills of Raleigh, NC. The agreement was negotiated by Councilman Zagaroli for the sum of \$13,500 for all three trucks with the stipulation that Mr. Mills will be responsible for moving the apparatus and the trucks will be sold as is. The revenue for the sale of these trucks will be placed into a special fund to pay for repairs to a 1936 American LaFrance apparatus, which will be utilized for special events and functions. Staff recommends Council adopt a Resolution, in accordance with General Statute 160A-267, authorizing the City Manager to dispose of the property by private sale at the negotiated price to Mr. George Mills. A notice summarizing the contents of the resolution or order shall be published once after its adoption, and no sale shall be consummated thereunder until 10 days after its publication.

RESOLUTION NO. 16-10

A RESOLUTION OF THE HICKORY CITY COUNCIL AUTHORIZING THE DISPOSITION OF CERTAIN PERSONAL PROPERTY BY PRIVATE SALE

WHEREAS, the City Council of the City of Hickory desires to dispose of certain surplus property of the City of Hickory; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hickory, North Carolina:

1. The following described property is hereby declared to be surplus to the needs of the City of Hickory.

A 1919 American LaFrance pumper, a 1924 American LaFrance pumper, and a 1924 American LaFrance ladder truck.
2. The City Manager is authorized to dispose of the described property by private sale at a negotiated price.
3. The minimum price to be accepted for the property is \$13,500.
4. The City Clerk shall publish notice summarizing this Resolution in accordance with G.S. 160A-267.
5. The sale may be consummated not earlier than 10 days from the date of publication.

- J. Approved the Transfer of a Cemetery Deed from Joy C. Stroupe, Trustee of the John C. Stroupe Family Trust to Joy C. Stroupe, Widow, (Oakwood Cemetery, a one-half undivided interest in: Section 19, Block E, Lot 2, Grave Space Nos. 1, 6, 9, 10; and Section 19, Block F, Lot 1, Grave Space Nos. 2 – 10) (Prepared by Attorney Kimberly H. Whitley)
- K. Removed from Consent Agenda and Discussed Under Item “IX. Items Removed from Consent Agenda”. Approved on First Reading Budget Ordinance Amendment Number 25.

ORDINANCE NO. 16-28

BUDGET ORDINANCE AMENDMENT NO. 25

BE IT ORDAINED by the Governing Board of the City of Hickory, that pursuant to Section 15 of Chapter 159 of the General Statutes of North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2016.

SECTION 1. To Amend the General Fund, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Uses	523,000	-
TOTAL	523,000	-

To provide the additional revenues for the above, the revenues will be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	523,000	-
TOTAL	523,000	-

SECTION 2. Copies of the budget ordinance amendment shall be furnished to the Clerk of the Governing Board, and to the City Manager (Budget Officer) and the Finance Officer for their direction.

- L. Removed from Consent Agenda and Discussed Under Item “IX. Items Removed from Consent Agenda”. Approved on First Reading Capital Project Ordinance Number 4.

ORDINANCE NO. 16-29
CAPITAL PROJECT ORDINANCE NO. 4

BE IT ORDAINED by the Governing Board of the City of Hickory, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, that the following capital project ordinance is hereby adopted for the duration of this project.

SECTION 1. To amend the Capital Project Fund for the Wayfinding Sign System Project (#B1W001), the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Project	523,000	-
TOTAL	523,000	-

To provide the additional revenue for the above, the revenues will be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	523,000	-
TOTAL	523,000	-

SECTION 2. Copies of the capital project ordinance shall be furnished to the Clerk of the Governing Board, and to the City Manager (budget Officer) and the Finance Officer for their direction.

- IX. Items Removed from Consent Agenda – Items K & L

Alderman Lail advised that the description given in the agenda packet was that the wayfinding project was one of the bond projects that would be covered initially by City reserves before bonds were actually issued. He advised that was incorrect, it was not one of the bond projects that would be covered by City reserves. He commented it was being funded out of the City’s Fund Balance and would not be reimbursed by bonds.

City Manager Mick Berry thanked Alderman Lail for pointing that out. It was an error on staff’s part. Council had heard numerous presentations on the bond projects and other projects that the City has. As Alderman Lail stated the wayfinding is not a bond project and would be funded out of the General Fund reserves. He requested the corrections to be reflected in the minutes. He advised it

would be on both of those items, one was the Capital Project Ordinance and the other item was moving the funds from the General Fund to the Capital Project Fund.

With that correction being made Alderman Lail moved approval of Items K and L, seconded by Alderman Guess. The motion carried unanimously.

Mayor Wright announced that the motion was made by Alderman Lail seconded by Alderman Guess and the motion carried unanimously.

Mayor Wright advised that Alderman Zagaroli had been involved in the sale of fire trucks and arranging for the use of fire trucks.

Alderman Zagaroli presented a PowerPoint presentation regarding the fire trucks. He showed a photo of Fire Chief Fred Hollar and Deputy Fire Chief Derrick Martin as they were unloading the fire truck that will be restored and used for promotions and parades. The fire truck was a 1936 La France. It had been over at the fire truck museum. They are rebuilding the carburetors, and have built benches for the back for kids and adults to ride in. He showed another photo of the truck while it was in the museum. Currently it is at the maintenance department where Derrick and Justin are going through it. He asked Chief Hollar when it might be on the road.

Fire Chief Fred Hollar commented three to five months.

Alderman Zagaroli commented certainly early fall for some of the parades. He showed a photo of the 1924 fire truck located in the shed, and another truck which was also in bad shape. He advised they had negotiated a deal with Mr. George Mills; and his son David Mills is on the force. They are going to restore one or all of these three trucks. They had worked out a financial agreement with them. They are real excited about restoring them. From the City's standpoint \$50,000 to \$80,000 a piece to restore them was probably not in the City's budget. He asked Chuck Hansen how long they had been sitting.

Public Services Director Chuck Hansen advised that he had been at the City for 31 years.

Alderman Zagaroli commented that it is time to move them on. With that money they could restore the 1936 La France. The exciting thing about the new fire truck was it would be used for promotions and parades.

Mayor Wright and Alderman Lail thanked Alderman Zagaroli for all of his effort.

Alderman Zagaroli thanked Alderman Guess for telling him about the truck over at the museum. Otherwise, they were going to try and raise money to restore the old ones, but it was going to be a bigger project than what it has ended up now. They are real pleased.

X. Informational Item

XI. New Business:

A. Public Hearings

1. Approved on First Reading Rezoning Petition 16-03 for Hilton Materials, LLC for Rezoning of approximately 8.09 acres of property located at 1360 11th Avenue SE. The petition is to rezone the property from Regional Commercial (C-3) to Industrial (IND).

Hilton Materials, LLC has petitioned for the rezoning of approximately 8.09 acres of property located at 1360 11th Avenue SE. The petition is to rezone the property from Regional Commercial (C-3) to Industrial (IND). The Hickory Regional Planning Commission conducted a public hearing on May 25, 2016 to consider the petition and voted unanimously to affirm the petition's consistency with the Hickory by Choice 2030 Comprehensive Plan, and recommended City Council's approval of the petition. Staff concurs with the Commission's findings and recommendations.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on June 10, and June 17, 2016.

City Manager Mick Berry asked the City's Planning Manager Cal Overby to the podium to present Council with a rezoning petition.

Planning Manager Cal Overby presented a PowerPoint presentation. He advised that rezoning petition 16-03 was requested by Hilton Materials, LLC and Mr. Monroe Pannell was acting as their agent. The request was to rezone approximately eight acres of property located at 1360 11th Avenue SE from regional commercial C3 to industrial. He displayed a map which was an excerpt of the Hickory by Choice 2030 Future Land Use and Transportation Plan. He pointed

out the location of the property, and Martin Marietta quarry. He pointed out the large industrial area that was classified by the City's Hickory by Choice 2030 Plan. He advised that the area was near Lenoir-Rhyne Boulevard eastward towards Sweetwater Road and expanded to the north to take in Tate Boulevard as it went to the east. It was a large industrial spot of land. He referenced the actual verbiage in the Hickory by Choice 2030 Plan and gave a brief excerpt of the narrative regarding industrial land uses: "to provide locations for the development of land uses generally devoted to manufacturing, processing and assembly, warehousing, distribution and servicing enterprises and office activities". The request to rezone the property to industrial was consistent with these recommendations from the Hickory by Choice 2030 Comprehensive Plan. He showed an aerial photo which gave an overview picture of the area. He pointed out the subject property which was outlined in red, Lenoir-Rhyne Boulevard, 11th Avenue going into the quarry, Maymead, a small manufacturing center, and two residences. He also pointed out the commercial area immediately adjacent to Lenoir-Rhyne Boulevard, and noted that the lot was largely wooded. He pointed out two homes and Hendrix motors. He pointed out the area which was approved for expansion of the Martin Marietta quarry operation. He advised that was done a number of years back when the quarry updated its mining and operational plans.

Mr. Overby discussed the zoning. He pointed out a huge industrial area in Hickory and the property in question. He pointed out where it was contiguous to industrial zoning. He advised there was a small area which contained the manufacturing facility which was zoned commercial. However, he advised that could be easily zoned industrial should the owner of the property wish to do so.

Mr. Overby discussed the history of the property regarding the zone changes. He advised that the property was zoned ED which was an old district called Economic Development. This went back in the early 1980's to the late 1970's. The property was then petitioned to be rezoned in 2000 to a commercial zone which was a regional commercial type zone. The property owner's requested that the property be rezoned to mixed use a year later, which was office, commercial, multi-family. In 2011 new maps were adopted and the City assigned it a C3 zone because it matched what the zoning was at the time the new zoning maps were adopted.

Mr. Overby advised that the Planning Commission reviewed this petition at their May 25th meeting and unanimously recommended approval. They found it to meet all of the criteria for the plan, and it was appropriate for the setting that it was located in. Staff concurred with the Planning Commission's finding and recommendations.

Mayor Wright explained the rules for conducting the public hearing. He declared the public hearing open and asked if there was anyone present to speak in opposition to the proposal. No one appeared. He asked if there was anyone present to speak in favor of the proposal.

Mr. Monroe Pannell addressed Council. He advised that he represented the applicant, Kip Hilton, Hilton Materials LLC. He advised that he understood that Council not only had to consider not only the use that his client might make of the property but any other permitted use in this particular zone. He commented that it appeared that this property was originally zoned industrial. Because of wishes of prior property owners, it got out of the industrial zone and was kept in the commercial zone with the 2011 rezoning map. He commented that it fits in with the City's Hickory by Choice plan. He advised that his client, Mr. Hilton, who was a member of the Caldwell County Planning Board, wished to be a good neighbor and a good citizen of Hickory. He felt that it fit with Hickory's plan and he felt it was an appropriate legislative decision to rezone this property. He thanked Council.

Mayor Wright asked if anyone else wished to speak in favor of the proposal. No one appeared. He closed the public hearing.

Alderman Seaver moved, seconded by Alderman Lail approval of Rezoning Petition 16-03 for Hilton Materials, LLC. The motion carried unanimously.

Mayor Wright announced that the motion was made by Alderman Seaver seconded by Alderman Lail and the motion carried unanimously.

ORDINANCE NO.16-30

AN ORDINANCE OF THE HICKORY CITY COUNCIL AMENDING THE OFFICIAL HICKORY ZONING ATLAS TO REZONE APPROXIMATELY 8.09 ACRES OF PROPERTY LOCATED AT 1360 11TH AVENUE SE FROM REGIONAL COMMERCIAL (C-3) TO INDUSTRIAL (IND).

WHEREAS, Article 2, Section 2.2 of the Hickory Land Development Code provides for amendments to the Official Zoning Atlas; and

WHEREAS, the City has been petitioned to rezone approximately 8.09 acres of property located at 1360 11th Avenue SE, more particularly described on Exhibit A attached hereto, to allow an Industrial District; and

WHEREAS, the Hickory Regional Planning Commission considered the proposed rezoning during a public hearing on May 25, 2016 and forwarded a recommendation of approval to the City Council; and

WHEREAS, Article 2 of the Hickory Land Development Code requires findings the proposed rezoning is in response to changing conditions and is reasonably necessary to promote the public health, safety and general welfare; and

WHEREAS, the City Council has found Petition 16-03 to be in conformance with the City's Land Development Plan and Zoning Ordinance,

NOW, THEREFORE, BE IT ORDAINED by the City Council of Hickory, North Carolina, THAT THE REZONING OF THE PROPERTY DESCRIBED IN EXHIBIT A is approved.

SECTION 1. Findings of fact.

1. The subject property is located at 1360 11th Avenue SE, and further identified as PIN 3712-14-43-2806.
2. The rezoning request is intended to further implement the findings and recommendations of the Hickory by Choice 2030 Comprehensive Plan.
3. The rezoning of the property is consistent with the Hickory by Choice 2030 Comprehensive Plan.

SECTION 2. All ordinances or provisions of the Hickory City Code which are not in conformance with the provisions of the Amendment occurring herein are repealed as of the effective date of this Ordinance.

SECTION 3. Consistency Statement

Upon considering the matter, the Hickory City Council found:

1. The general area is classified as Industrial by the Hickory by Choice 2030 Comprehensive Plan;
2. The Hickory by Choice 2030 plan does not specifically reference 11th Avenue SE as an area for future industrial development, but the plan's future land use map identifies an area that borders I-40, and spans from east of Lenoir Rhyne Boulevard to 21st Street Drive SE (Sweetwater Road) as an area for future industrial growth and expansion; and
3. The area to the east beyond the subject property on 11th Avenue, SE is home to some of the most intensive industrial uses within the City of Hickory. These areas house an asphalt production facility (Maymead Materials), as well as a quarry / mining operation (Martin Marietta Materials).

Based upon these findings, the Hickory City Council has found Rezoning Petition 16-03 to be consistent with the findings and recommendations of the Hickory by Choice 2030 Comprehensive Plan.

SECTION 4. This Ordinance shall become effective upon adoption.

B. Departmental Reports:

1. Approved the Friends of Hickory Park Naming Request.

The City of Hickory's Public Facilities Naming Policy stipulates naming proposals can originate in one of three ways: 1. City Council, or an advisory board appointed by City Council, proposes a name for a building, park, street, open space or, an area within a building, park or public open space. 2. City Council accepts a donation of land, money, materials and/or services by an individual or organization where the donor has stipulated a naming will occur to recognize the contribution. 3. An application is received from a city citizen or group of city citizens who wish to recommend the naming of a park, building, public open space, street or a

particular area within a facility. City Staff has determined that the Friends of Hickory's naming request would fall under number two. The naming request was presented to the Parks and Recreation Commission, as a matter of information only, at their June 14, 2016 meeting. Staff recommends Council's consideration of the Friends of Hickory's public facility naming request which will be presented to Council by representatives of the Friends of Hickory organization.

City Manager Mick Berry asked the Parks and Recreation Director Mack McLeod to the podium to present Council with a park naming request for what had been typically called the Friends of Hickory Park.

Parks and Recreation Director Mack McLeod presented Council with a PowerPoint presentation. For Council's consideration was the Friends of Hickory's park naming request for the park that was currently under construction. He advised that Ms. Allison Holtzman, represented the Friends of Hickory organization, was present and would address Council with the formal naming request.

Mr. McLeod discussed the Public Facility Naming process. The policy stipulated that the naming proposal could originate in one of three ways. He pointed out the three ways on his PowerPoint presentation. The first way was City Council, or an advisory board appointed by City Council, proposes a name for a building, park, street, open space or, an area within a building, park or public open space. The second opportunity was that City Council accepts a donation of land, money, materials and/or services by an individual or organization where the donor has stipulated a naming will occur to recognize the contribution. The third way that naming proposals could be originated was an application is received from a city citizen or group of city citizens who wish to recommend the naming of a park, building, public open space, street or a particular area within a facility. The naming requests are categorized in two ways. Those categorized under items one and three are forwarded to the Parks and Recreation Commission or the Library Advisory Board, whichever entity has jurisdiction over that proposed naming area. At that time the public hearing process, which is contained within the policy, would go into effect with a recommendation from that board. The recommendation would be presented to Council who ultimately as the approval authority. Any naming requests categorized under number two, according to the policy, are forwarded directly to City Council for their consideration. City Staff had determined that Friends of Hickory's naming request would fall under number two. Once the park is completed and open it will fall under the jurisdiction of the Parks and Recreation Department and ultimately the Parks and Recreation Commission. The naming request was first presented to the Parks and Recreation Commission, only as a matter of information, at their June 14th meeting. He commented that was a brief synopsis of the policy that was in place. He asked Allison Holtzman to the podium.

Ms. Allison Holtzman addressed Council. She advised it had been a couple of years of planning and construction was underway. She was excited that the park's planning, materials, and construction were privately funded, and was meant to be a gift from the citizens to the City as an example of people caring about the City and caring about the City at-large and wanting to do their part. She advised Lowes Foods started early on as one of the major sponsors of this park. They put up a \$100,000 matching gift. From the very beginning of their fundraising they did that and recently came back in the last couple of months and gave another large gift to be their naming sponsor. A few months ago Friends of Hickory signed a contract with the City stipulating the possibility of having a naming sponsor and a certain amount that would be allowed for someone to name this park. That need had been met and agreed upon. The Board of Friends of Hickory discussed if they would have a naming sponsor for this park or not, and decided they would and would need to cover that opportunity in order to raise the money for this. Lowes Foods stepped up and had done that. They proposed to the Board, and the Board approved that this would be "Lowes Food City Park". They had also been discussing signage which would be low key and keeping it elegant. After much discussion with Lowes, the Board, and presenting it to the Parks and Recreation Commission, they proposed "Lowes Food City Park" as the name.

Alderman Guess asked if anyone from Lowes was in attendance.

Ms. Holtzman advised she had contacted Kimberly George but she had a prior engagement. She reminded Council that the effort was a privately sponsored project, but they want people involved all the way from Lowes Foods, to memberships. She advised there were three more weeks to purchase bricks, so everyone could be a part of this project and they were online at friendsofhickory.com.

Mayor Wright moved, seconded by Alderman Tarlton to approve the request with great appreciation to Lowes Foods and their ownership. The motion carried unanimously.

Council thanked Ms. Holtzman.

2. (a) Approved on First Reading a Contract with Rite Lite of Concord in the Amount of \$453,044.30 for Wayfinding Signs along Major Gateways into Hickory.

Staff requests approval of a contract with the responsible low bidder, Rite Lite of Concord in the amount of \$453,044.30 for the manufacture and installation of Wayfinding signs per the plans and specifications. This project will install a system of 10 signs along major gateways into Hickory directing travelers from I-40, US 321, NC 127, McDonald Parkway, Springs Road, etc., to key areas and facilities within the City. Staff recommends Council's approval of the contract with the responsible low bidder, Rite Lite of Concord in the amount of \$453,044.30 for the manufacture and installation of Wayfinding signs per the plans and specifications; and for the appropriation of funds in the amount of \$475,000 from Fund Balance in the General Fund for the budget for this construction project.

- (b) Approved on First Reading a Contract with EcoConstruction of Florida in the Amount of \$43,540 for the Manufacture and Installation of I-40 Main Line and Ramp Signs.

Staff requests approval of a contract with the responsible low bidder EcoConstruction of Florida in the amount of \$43,540 for Wayfinding project 2 for the manufacture and installation of I-40 main line and ramp signs per the plans and specifications. This project will update signs at the interchanges off Interstate 40 to match with the terminology being used on the Wayfinding signs being installed in project 1 of the overall new Wayfinding Sign System. Staff recommends Council's approval of the contract with the responsible low bidder, EcoConstruction of Florida in the amount of \$43,540 for the manufacture and installation of I-40 main line and ramp signs per the plans and specifications; and for the appropriation of funds in the amount of \$48,000 from Fund Balance in the General Fund for the budget for this construction project.

Mr. Berry asked the City's Public Services Director Chuck Hansen to the podium to present Council with two contracts for the Wayfinding Sign System in which Council previously approved the budget transfer for.

Public Services Director Chuck Hansen presented Council with a PowerPoint presentation. He advised this was wayfinding and not gateways. Gateways was pulled out and was part of the bond program. Wayfinding is not part of the bond and is a General Fund item. They originally started the process in 2009 or 2010 but due to the economy they stopped around 2011 and let it sit on the shelf. They picked it back up early this year, looked at the plans and made some improvements based on some conversations with contractors. They had advertised for bids. He advised there were two projects. He reference project one as the gateway signage project and the second project as the Interstate 40 main line or ramp signage, which is taking those ramp signs and matching up some of the terminology on the gateway signs. It was two separate kinds of contractors which was the reason for breaking that apart. The wayfinding component contained 102 signs. Gateways was pulled out and was part of the bond program now. He showed a photo of what the signage would look like. He advised there was a wayfinding "A" sign, "B" sign, and some directional signs. He pointed out the size relationship of the signs. The signs follow the branding of the City. He pointed out the sign which would have a very large pole from a structural standpoint. They eliminated the clamshell on the large ones. He advised that it would look like a direct bury pole. He pointed out the signs which would be closer to downtown which would be a have a little more pedestrian relationship. He advised they were metal poles and metal brackets painted and would be the City's color scheme. He displayed a map which indicated the locations of the 102 signs scattered throughout town, and mainly the major roadways. There was a block that was downtown and Mr. Hansen had a map of the downtown area itself.

Mr. Hansen advised the first project for the 102 wayfinding signs, had received four bids which there was approximately a three percent

difference in the low bid and the second low bid. The low bid was with Rite Lite of Concord in the amount of \$453,044.30. He recommended awarding that bid to them for the 102 signs. He advised that it was for unit prices. If that changes, within a 15 percent range either way, then that unit price would be adjusted. He reiterated that his recommendation was to award the bid as it was. It was within the budgeted amount.

Mr. Hansen continued the discussion regarding the second project which was the Interstate ramps. The three primary ramp areas were Lenoir-Rhyne Boulevard, Fairgrove Church Road, and McDonald Parkway. Some of those existing signs had been updated since the program had started. They didn't have to change quite as many, but making some of that terminology match the wording on these signs. They work together but to some extent they can work independently of one another. He advised that they had three bidders. The low bidder was \$43,540; the next low bidder was \$116,000 which was quite a bit of difference in those bids. He advised they are checking some references. The low bidding firm was out of Florida. The next low bid was out of Virginia Beach. He commented since Council's first meeting in July had been cancelled, he recommended that Council approve the second contract on first reading and let Staff do some reference checking. If they so choose they could pull it on the next meeting. He wanted to do a little "homework" on this bidder. He didn't want to lose a month in timeframe if they chose to proceed with this bidder.

Mayor Wright asked what the range of bids was.

Mr. Hansen advised, \$43,000, \$116,000 and \$154,000.

Mayor Wright suggested that Staff do a little more checking.

Mr. Hansen commented that this one works independently of the others. He reiterated that they would do a little "homework" on this one. From a timeframe he wanted to keep the process moving. He reiterated that the recommendation was to approve project one to Rite Lite of Concord in the amount of \$453,044.30, and EcoConstruction out of Florida in the amount of \$43,540 for project two. Those totaled approximately 62 percent of what had been budgeted.

Mayor Wright pointed out that he did not bid on any of these jobs. He commented on the \$4,000 a piece for those signs. You first think that is a lot of money. You just don't realize the amount of work that goes into those signs. He was not surprised. He was concerned when he saw ten signs at \$453,000.

Mr. Hansen advised that there was a lot of coordination that had to take place to put them in the field. You have to do location work. You have to core a hole, pour a concrete foundation, anchor bolts, traffic controls.

Mayor Wright asked if they were asking the City to do a lot of that, or if they were doing all of that.

Mr. Hansen advised that it was all part of the contract.

Mayor Wright asked if they had checked their references and if they had done a lot of work like this.

Mr. Hansen confirmed that Rite Lite had done a lot of work like this. The other one they still needed to do some "homework" on. He felt good about project one.

Alderman Lail questioned the lettering on the signs. He commented thinking forward, the signs would have a usable life of 10-15 years. Certainly they would be in place by the time the City walk comes to pass. That would certainly be something that you would want on the sign.

Mr. Hansen advised they had left some places for some of that.

Alderman Lail commented so in other words the signs can be modified. He questioned the lettering asking if it was vinyl lettering, because that would wear out.

Mr. Hansen advised it was a sheet.

Mayor Wright commented it was vinyl.

Alderman Lail commented they must be heavy duty not going to wear out vinyl and not curl up on the edges. He commented that the signs need to be able to grow with us, and that included the streetscape piece too.

Mr. Hansen advised that was the intent.

Alderman Lail commented that some of them are not going to be in the right place when we get a streetscape design.

Mr. Hansen agreed. If that sign has to come up and another footing poured for it and it moved down the street a little bit, so be it.

Mayor Wright pointed out the biggest sign, approximately a \$12,000 sign, to re-letter it would probably be \$400 to \$500 dollars. That sign should last longer than 10 or 15 years.

Alderman Lail interjected that the City would have the bond projects then.

Mayor Wright added that it needs to be reletterable and reflective.

Mr. Hansen confirmed they were.

Mayor Wright moved, seconded by Alderman Zagaroli approval of the contract with Rite Lite of Concord and EcoConstruction of Florida. The motion carried unanimously.

3. Approved Applying for the 2016 Grant Cycle of the Surface Transportation Program-Direct Apportionment Funds (STP-DA) through the Greater Hickory Metropolitan Planning Organization in the Amount of \$8,000,000 Including a City Match of \$1,600,000.

The Greater Hickory Metropolitan Planning Organization (GHMPO) issued a call for projects to agencies in its jurisdiction for Surface Transportation Program-Direct Apportionment (STP-DA) funding. A total of over \$10 million dollars is available to award among four different transportation modals: bicycle and pedestrian, intersections, roadway, and transit. STP-DA is comprised of a collection of discretionary programs including greenways, intersection improvements, and signalization improvements. Each agency may submit no more than three project of not less than \$200,000 each for possible award. The funding requires a minimum 20 percent local cash match. Project funds must be spent before September of 2017. The City of Hickory is applying for funding for three different projects: (1) City Walk Pedestrian Bridge Construction, (2) Highway 321 Roadway Bridge Design Aesthetic Enhancement, and (3) Riverwalk Design. Staff requests approval to apply for the 2016 grant cycle of the Surface Transportation Program-Direct Apportionment (STP-DA) funds through the Greater Hickory Metropolitan Planning Organization in the amount of \$8,000,000 including a City match of \$1,600,000*.

Mr. Berry asked Assistant City Manager Andrea Surratt to the podium to present Council with a grant opportunity to match up with several City projects.

Assistant City Manager Andrea Surratt presented Council with a PowerPoint presentation. She discussed a grant process that the City had applied for and had received funds from this time last year. The cycle had come back around and there was an opportunity to submit three projects for this grant program, several of which were tied to the bond program, and all of which were a result of Inspiring Spaces. She advised that the program was through the United States Department of Transportation (USDOT), the Surface Transportation Program – Direct Attributable (STP-DA) program which provides funding at a national level to cities and States for a lot of different projects, such as pedestrian and bike projects, roadways, bridges, and tunnels, etc. She advised that funding had come from the Federal level through the State all the way down to the Metropolitan Planning Organization (MPO). The Greater Hickory MPO administers the funds that are received for the four county area which receives a discreet amount of money. Cities or counties in the area can apply for projects, but the minimum project is \$200,000, which might not work for every community in the four county area. The Federal modal investment target, what the Federal government wants, is cities to focus on bike/pedestrian projects, of which 50 percent of the money goes to that, as well as roadways, intersections, and public transportation. They get \$2.7 million dollars every year. This is the second year of this project. There are a number of projects that have been approved, but there had also been some projects from other communities that had been turned back in so the dollar amount was a little

higher this year in particular. Those funds that are not spent roll to the next year, so the pot can get larger if funds are not used. The goal is to use the funds, otherwise they might not stay around forever. She showed a list of the non-eligible projects. The US Federal government tells you that you can't use this for the State levels, NCDOT activities, promotions, parkland or park facilities or routine maintenance. Those categories are screened out immediately. She showed the guidelines which contained six key components for what the funds can be used for and how they get measured. She commented that it is a puzzle that we are able to weave together to submit the City's projects. Everything needs to meet the Federal test, it has to be a local project, locally administered. It has to be compliant with the plans, the local plans and also the State's TIP program. It has to have local funding commitment and also the project design must meet the Federal guidelines.

Mrs. Surratt showed the City's set of projects that they started out with the bond program. Those sets of projects got whittled down. There were five gateways, nine streetscapes, the Riverwalk and the City Walk. They got whittled down to the connectivity program. The City will submit three projects. She showed the first project. She discussed why the projects were applicable and why they were important for Hickory at this time. She discussed the City Walk. They would like to ask for funds for construction of City Walk. This project was already on the State TIP, it was part of the Inspiring Spaces program, the bond program, and it was a bike and pedestrian project. She reiterated that we have to follow Federal guidelines when we apply for monies and receive grant monies, we then are following a Federal process which is slightly more time consuming and takes a few more steps than some other funds, or if we were to pay for it outright. That included a NCDOT Municipal Agreement with the City, and also a NCDOT review of the RFQ, a design contract, and then design review, and bid award requirement. All of those things would happen with City Walk. *The City applied for City Walk design funds this time last year and was awarded a million dollar grant, \$800,000 from the program, \$200,000 match. We were not able or ready because we had not developed the final list of projects. It took until the end of February to finalize the list. We would have had to have started the process for acquiring the Federal dollars by doing all of that work ahead of that process. We were not ready to use the Federal grant monies, the \$800,000, for design of City Walk. We would have had to start much earlier than we did to be ready for our RFQ in April. What we have learned is that we can roll these funds into a request for an additional million, bringing that million from last year into the current year and asking for \$4.5 million, \$3.5 in new money and one million from last year, all of it rolling into construction dollars for City Walk. The money keeps going forward but you have a certain finite window to spend the dollars. You also have to start early enough with the process in order to access the funds. We were not ready to do that at that time, and now we can if we move it to being in this next round of funding. She advised what they were asking for includes funds potentially for the pedestrian bridge. They had \$1.7 allocated in the bond program, and this could potentially put \$3.5 to the City Walk, the pedestrian bridge, any aspect of the construction that we would want to cover. The City match of 20 percent becomes \$900,000 with the additional one million.

Mrs. Surratt continued the discussion with Highway 321. She advised of the two new bridge spans that were being planned. DOT meetings were coming up in the next month. She advised it was the City's second request and it was already on the STIP, U4700. They were asking potentially, with Council's approval, for upgrades in the lighting, the architectural features, railings, and gateway design features for the two new bridge spans that will be built. She discussed the timing challenge. The final design will happen this fall. In order for the City to have a seat at the table they need to be able to say we have \$3.5 million ready from the City of Hickory accessing STP-DA funds, to say to the State that we would like a seat at the table, we are ready to pay for upgrades to the design. This is a step that NCDOT is very comfortable with. Mrs. Surratt had met with them several times, and it was an opportunity for the City to change the look of what will be a routine bridge design. We wouldn't have any way to affect that change without saying that we were ready to upgrade those features on the bridge. This project would then be a part of the grant request, and because of the timing with this one you would want to think about it now. Moving forward the design will happen in the fall and winter, and we want have the funds if Council is interested. She advised this is the time to access these funds and this project meets the test for that grant. She provided more information of where it was at in the Inspiring Spaces Plan. She commented that they even talked about it as being a pedestrian bridge for that particular new bridge construction. What they had talked about so far was, they would like to have the northbound current bridge become a pedestrian bridge and let that also be a part of the City program and we would take ownership of that bridge. She advised that was coming in future years and in future years they could ask for these types of funds to improve that bridge. Right now the question was Council interested in the upgrade of the two new bridge designs. She commented

\$3.5 million dollars would not necessarily come to the City, they would get moved from the MPO allocation to NCDOT. It would move into their design and construction budget. They would know that a certain amount is allocated for upgrades in the design.

Alderman Guess asked if those are approved who makes the decisions on what happens with that money specifically.

Alderman Tarlton questioned what sort of upgrades.

Alderman Guess advised he was asking if it was approved and all done, how much influence would the City have at that point over what happens.

Mrs. Surratt advised it was her understanding from talking with the DOT engineers that they would meet directly with the design firm and that could be a firm called RK&K, they do design work for NCDOT. We would advise them that we have this amount of money. We are not unique to this, other cities have upgraded other bridges. They are comfortable with working with cities. They would say for example lighting at this design standard cost "X", they would normally put in this standard, but this cost a little more, that is part of your money spent. They would show us three or four designs for the rails, maybe something different than what a standard bridge looks like and we could select based on the cost and the same thing for any gateway features on either side of the bridge. We just have an opportunity with those dollars to have those discussions with the DOT.

Alderman Tarlton commented that should do something really nice with that much money.

Mrs. Surratt advised that she was pretty comfortable that is quite a bit of money to put toward design.

Alderman Guess commented that the whole idea is to have that bridge be something more iconic to go with the theme of what is going on there with Riverwalk and everybody else's plan rather than just have it be a typical ordinary bridge that you see in North Carolina.

Alderman Tarlton referenced how long these two spans would be.

Alderman Seaver asked if there were artist renderings of what the City wants that bridge to look like.

Mrs. Surratt clarified Alderman Seaver's question if the City was going to provide artist renderings.

Alderman Seaver asked if the City had any idea of what it would look like.

Mrs. Surratt replied no, we do not have any idea. What we realistically have to do is have the engineers give us some choices and pick the best one that we can afford.

Alderman Guess commented that he thought they had some samples.

Mrs. Surratt confirmed that was correct.

Alderman Seaver thought that maybe the City had to have all of that in place as far as what we want.

Mrs. Surratt advised they would do the work, we would just have the monies and say we want to be a part of that process. She advised there would be some trips to DOT and some approvals that would have to come through the board for Council's approval. She explained the process. They finish the environmental assessment. They are having their community meetings next month and the design starts and right of way acquisition. The bridge is one of the first parts of that program.

Alderman Tarlton asked if Caldwell County was participating in that at all.

Mrs. Surratt advised not in the bridge, but of course the roadway affects them as well.

Alderman Lail commented that Council would not meet again until DOT had their public hearing at Winkler Park. He commented that they needed a good turnout of Council members and Staff there, first of all to understand it, and secondly to

advocate on behalf of the City. This 321 project will be a major project to the City and the whole region.

Alderman Seaver questioned if people would be allowed to speak at the meeting.

Mrs. Surratt confirmed they would. There will be a specific local officials meeting during the July 11th time when they are here. She advised the open house was at 4:00 p.m. at Winkler Activity Building. They would likely meet ahead of that meeting, maybe by an hour or half an hour with Council. She would get the details. They will do the same type of meeting in a Caldwell County setting the next day.

Alderman Lail commented that would be the meeting that Council needed to be at.

Mrs. Surratt agreed.

Alderman Seaver asked if the 321 road up to Cahaj's Mountain was going to be more like a freeway with exits.

Mrs. Surratt advised it was going to be a super street design the way they had seen it so far which is no direct intersections, but it is the crossovers, the left overs, left hand turns, double back, and some interchanges as well.

Alderman Tarlton couldn't wait to see the plan.

Mrs. Surratt advised that this particular project was not in the current \$35.5 million, so bond funds were not necessarily available for this project the way it stands today. However, she nor Chuck Hansen could not figure out another way to access that much money. They would know the answer to this question by early August, whether we get this grant or not. All indications are that we will. This was the only way that she could find to pay for as much of the grant as she could pay for and get us some upgrades that we can do. But it does require the match which she took very seriously and so did Rodney Miller, Chuck Hansen and Mick Berry.

Alderman Seaver asked if they knew how much higher that bridge was going to be.

Mrs. Surratt responded 22 feet higher.

Alderman Seaver commented that it would still be good to have a birds-eye view from that height along the river there to see what it would look like before they start doing all of that extensive design on it.

Mrs. Surratt commented there may be somethings underneath the bridge, lighting, that might be significant. Maybe everything doesn't have to be above the bridge span.

Alderman Tarlton asked if they were keeping one or both of the old bridges.

Mrs. Surratt responded just the northbound bridge which is in the best shape. It is the newer of the two current bridges. They would keep the whole thing all the way to the other side.

Alderman Tarlton asked if it would be part of a greenway trail.

Mrs. Surratt replied yes sir. The City would upgrade it. In order for the City to obtain ownership of that bridge, and turn it into a pedestrian walkway, the City would have to make some improvements to that bridge. The City just couldn't take that over and say everybody gets to go walk on it. The City will need to make some safety improvements, some higher railing, and lighting. There are future grant opportunities. That is another opportunity through this STP-DA funding. That would be a perfect project in the future years. She felt like they could bring that one back through.

Alderman Guess asked who ultimately makes the decision on the grants.

Mrs. Surratt advised the process was decided through the Greater Hickory MPO, so John Marshall and a panel of staff. She didn't know exactly who the players were. She advised they had been speaking directly with Planning Director John Marshall.

Mrs. Surratt continued the presentation with the third project, Riverwalk design. She advised that Riverwalk design would need to be added to the TIP, which could be done through a process through the MPO. Funds to design the Riverwalk

would be what they would be asking for. The reason they could make this connection is not because there is parkland along the Riverwalk, it is because it could be a pedestrian connection to the 321 northbound bridge. It is trying to make the case that the design of the Riverwalk would be greatly enhanced by knowing that the 321 northbound bridge was a part of the bigger program and then designing a connection from Riverwalk itself. She said imagine where Riverwalk ends at the water treatment plant, we then need to get up and over to the current 321 northbound bridge. That is going to require a little bit of extra design. All of that is being factored in right now to the design of Riverwalk. If we access these funds, and got approval by August, then we are headed toward an RFQ process for Riverwalk. We would know that would be just a slight adjustment to the base of the Riverwalk Bridge. A million for Riverwalk design. She advised that was \$200,000 that could be a request for payment through bond funds and the grant for \$800,000. She reiterated that we have to be careful following that Federal process which may add a month or two to our steps, but we access quite a bit of funds for that. In future years there could be streetscapes. She advised that a number of Staff had asked why they didn't go ahead and do money for Old Lenoir Road. The answer to that, it is too far out. They can't encumber those funds and spend them because the Old Lenoir Road timetable is too far out. It could be a project for future years.

Mrs. Surratt advised that these three projects fit within the timetable, and really nothing else does from the bond program. She advised it was the same thing with Highway 127, or Lenoir-Rhyne Boulevard. All of those are programmed but they are far enough out that this year would not allow us to access the funds in time.

Mrs. Surratt summarized the request was \$4.5 million for project number one. We would need to submit to the MPO, what the priorities were. They had ranked them as number one being funds for City Walk/pedestrian bridge construction at \$4.5 million. Highway 321 new bridges as project number two, and project number three Riverwalk design. She advised that totals \$9 million in total project proposal cost with basically a \$1.8 million dollar match of which \$700,000 comes from General Fund and the remainder from bond funds.

Alderman Seaver moved approval.

Mayor Wright asked Assistant City Manager Rodney Miller if he was comfortable with all of this.

Assistant City Manager Rodney Miller responded yes, sir.

Alderman Seaver moved, seconded by Alderman Zagaroli approval to apply for the 2016 grant cycle of the Surface Transportation Program-Direct Apportionment funds. The motion carried unanimously.

Mayor Wright announced that the motion was made by Alderman Seaver seconded by Alderman Zagaroli and the motion carried unanimously.

RESOLUTION NO. 16-11

RESOLUTION AUTHORIZING THE CITY OF HICKORY TO SUBMIT AN APPLICATION TO THE GREATER HICKORY METROPOLITAN PLANNING ORGANIZATION IN THE AMOUNT OF \$8 MILLION DOLLARS FOR SURFACE TRANSPORTATION PROGRAM – DIRECT APPORTIONMENT FUNDS FOR CITY WALK PEDESTRIAN BRIDGE CONSTRUCTION, HIGHWAY 321 BRIDGE DESIGN AESTHETIC ENHANCEMENT, AND RIVERWALK DESIGN PROJECTS*.

WHEREAS, the Greater Hickory Metropolitan Planning Organization (GHMPO) issued a call for projects to agencies in its jurisdiction for Surface Transportation Program-Direct Apportionment Funding (STP-DA). A total of over \$10 million dollars is available to award among four different transportation modalities: bicycle and pedestrian, intersections, roadway, and transit. STP-DA is comprised of a collection of discretionary programs including greenways, intersection improvements, and signalization improvements. Each agency may submit no more than three (3) projects of not less than \$200,000 each for possible award. The funding requires a minimum 20 percent local cash match. Project funds must be spent before September of 2017.

The City of Hickory is applying for funding for three (3) different projects.

The first project, City Walk Pedestrian Bridge Construction, is part of the Inspiring Spaces Plan and the bond project priorities. The City Walk connects Lenoir-Rhyne University to Downtown via a greenway constructed along Main Ave NE/NW

and the Norfolk-Southern Railroad line. This is project EB-5750 in the State Transportation Improvement Plan. The total project cost is \$3,500,000, with \$2,800,000 being requested through the grant, and the City of Hickory matching 20% or \$700,000. The match funds can come from the bonds funds.

The second project, Highway 321 Roadway Bridge Design Aesthetic Enhancement, will upgrade the lighting, railing and architectural features, and gateway entrance features for the Highway 321 bridge spans that will be constructed as a part of TIP U-4700 with the bridge portion of the project going into final design in the fall of 2016. These improvements will create a gateway into Hickory from Caldwell County and provide a landmark experience for motorists traveling north to the mountains. This project is in the Inspiring Spaces Plan. The total project cost is \$3,500,000, with \$2,800,000 being requested through the grant, and the City of Hickory matching 20% or \$700,000. Matching funds can come from General Fund-Fund Balance.

The third project, Riverwalk Design, will provide funds to design the Riverwalk project, a greenway/boardwalk along Lake Hickory from the Highway 321 Bridge to Rotary/Geitner Park (being redeveloped by the Lackey family). The total project cost is \$1,000,000, with \$800,000 being requested through the grant, and the City of Hickory matching 20% or \$200,000. Matching funds can come from bond funds.

NOW, THEREFORE BE IT RESOLVED, that the City of Hickory is hereby authorized to submit STP-DA applications in the amount of \$8,000,000 and will commit \$1,600,000 as a cash match for City Walk Pedestrian Bridge Construction, Highway 321 Bridge Design Aesthetic Enhancement, and Riverwalk Design projects.

Mayor Wright advised that concluded Mr. Berry's last departmental report for the City of Hickory.

Mr. Berry commented and a good one. As Mrs. Surratt had said, grant funds going along with all of the projects, it is exciting. Just like the Mayor had said we are going to turn this into a hundred million before it is over and done with, maybe more.

3 Appointments to Boards and Commissions

BUSINESS DEVELOPMENT COMMITTEE

(Terms Expiring 6-30; 2 Year Terms) (Appointed by City Council)
 At-Large (Council Appoints) Cheryl Garnett Resigned 5-23-2016

CITIZENS ADVISORY COMMITTEE

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
 At-Large (Council Appoints) Mark Huggins
 (Not Eligible for Reappointment)

COMMUNITY APPEARANCE COMMISSION

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
 Ward 3 (Seaver Appoints) David Moser
 (Eligible for Reappointment/Does Not Wish to Serve Again)
 Ward 4 (Guess Appoints) Candace Brown
 (Eligible for Reappointment/Does Not Wish to Serve Again)
 Ward 5 (Zagaroli Appoints) Debbie Rush
 (Not Eligible for Reappointment)
 At-Large (Outside City but within Hickory Regional Planning Area) (Council Appoints) Andrew Straw
 (Eligible for Reappointment/Does Not Wish to Serve Again)
 At Large (Council Appoints) Janet Painter
 (Eligible for Reappointment/Does Not Wish to Serve Again)

Alderman Zagaroli nominated Justin Query, Ward 5 Representative, Community Appearance Commission

COMMUNITY RELATIONS COUNCIL

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
 Caucasian (Council Appoints) Darrell Rogers
 (Eligible for Reappointment/Does Not Wish to Serve Again)
 Other Minority (Council Appoints) VACANT
 Other Minority (Council Appoints) Adelia Parrado-Ortiz resigned 5-20-2016

HICKORY REGIONAL PLANNING COMMISSION

(Terms Expiring 6-30; 3-Year Terms With Unlimited Appointments)

(Appointed by City Council)	
Ward 1 (Lail Appoints)	Bill McBrayer (Eligible for Reappointment/Willing to Serve)
Ward 2 (Tarlton Appoints)	Barbara Clemmons (Eligible for Reappointment/Does Not Wish to Serve Again)
Burke County (Mayor to Nominate)	VACANT Since 8-6-2008
Brookford (Mayor to Nominate)	VACANT Since 6-2006

Alderman Lail reappointed Bill McBrayer as the Ward 1 Representative on the Hickory Regional Planning Commission.

Alderman Tarlton questioned an appointment on the Hickory Regional Planning Commission. He thought he had appointed Kay Schmucker to be appointed in Barbara Clemmons place.

Mayor Wright asked for that to be checked on.

Alderwoman Patton thought Ms. Schmucker might be in her Ward.

Mr. Berry advised Alderman Tarlton that the City Clerk had advised that Kay Schmucker did not live in his Ward. The requirement was they have to be a resident of the Ward. The City Clerk had checked that and that is why that had not been done.

Alderman Tarlton advised he would find another person to serve.

HISTORIC PRESERVATION COMMISSION

(Terms Expiring 6-30; 3-Year Terms (Appointed by City Council)	
Historic Properties (Council Appoints)	Sarah Huffman (Not Eligible for Reappointment)
Building Trades Profession (Council Appoints)	Larry Triplett (Not Eligible for Reappointment)
At-Large (1) (Council Appoints)	Steven Walker (Not Eligible for Reappointment)

INTERNATIONAL COUNCIL

(Appointed by Mayor with the Concurrence of City Council)	
(6) Positions	VACANT

LIBRARY ADVISORY BOARD

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)	
Ward 1 (Lail Appoints)	Barbara De La Garza (Eligible for Reappointment/Willing to Serve)
Ward 4 (Guess Appoints)	Juanita Dula (Not Eligible for Reappointment)
At-Large (Mayor Appoints)	VACANT

Alderman Lail reappointed Barbara De La Garza as the Ward 1 Representative on the Library Advisory Board.

PARKS AND RECREATION COMMISSION

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)	
Ward 2 (Tarlton Appoints)	Susan Sigler (Eligible for Reappointment/Willing to Serve)
At-Large (2) (Council Appoints)	Angie Aycock (Eligible for Reappointment/Does Not Wish to Serve Again)
At-Large (3) (Council Appoints)	Joyce Beard (Not Eligible for Reappointment)

PUBLIC ART COMMISSION

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)	
Ward 2 (Tarlton Appoints)	Allen Finley (Eligible for Reappointment/Willing to Serve)
At-Large (Mayor Appoints)	M. Todd Hefner (Eligible for Reappointment/Willing to Serve)
At-Large (Mayor Appoints)	Phil Barringer (Not Eligible for Reappointment)
At-Large (Mayor Appoints)	Harold Humphrey (Eligible for Reappointment/Willing to Serve)

Alderman Tarlton reappointed Allen Finley as the Ward 2 Representative on the Public Art Commission.

Mayor Wright reappointed M. Todd Hefner as an At-Large Representative on the Public Art Commission.

PUBLIC HOUSING AUTHORITY

(Terms Expiring 6-30; 5-Year Terms) (Appointed by the Mayor)
 Position 6 (Mayor Appoints)

Steve Hunt
 (Eligible for Reappointment)

Mayor Wright discussed the Housing Authority. He had wrestled with this for a long time. He commented that Steve Hunt was appointed four years ago. Mayor Wright had asked him to take the position. He advised that Mr. Larry Pope was on that Board, and there were issues about a contract between his brother and the Housing Authority. That was the subject of an agreement that they had to enter into to pay back five hundred and some thousand dollars to HUD for payments made to Mr. Pope's brother under the rules of HUD. That didn't mean that anything was wrong with that and Mr. Pope recused himself and thought that he had taken a valid position by recusing himself. He thought the full Board and their attorneys thought they had. It didn't matter. After the Housing Authority broke the contract with Mr. Pope that relationship was shattered beyond repair between Mr. Pope and the Board. Mayor Wright asked Mr. Steve Hunt if he was willing to serve on that Board, knowing that there would be some degree of resentment of that appointment, but he agreed to serve, and he had served. The issues that had arisen at the Housing Authority, most of the ones that involved any real money, occurred before he was appointed. Mayor Wright commented that he only nominates. It says Mayor appoints, but he only nominates. He said it says it in a lot of other places, Mayor appoints, but he only nominates. Alderman Tarlton doesn't appoint he only nominates. The same with him. He nominated Steve Hunt for reappointment. He told Council that he was going to communicate to the Housing Authority Board, as long as he has the responsibility for nominating, they are going to be making changes among those people who have served on that Board for a long time. Mr. Hunt had not served but one term, and had graciously agreed to serve. It is very hard to find people to serve on that Board. It doesn't pay any money. It is thankless, and there are always people taking potshots at you. He reiterated his nomination for reappointment Mr. Steve Hunt. Alderman Tarlton seconded the motion. Mayor Wright asked if they were going to vote separately on that appointment.

Alderwoman Patton confirmed that was correct.

Mayor Wright commented that they hadn't voted on the other appointments.

Alderwoman Patton requested to vote separately on the Public Housing Authority appointment.

Mayor Wright requested Alderwoman Patton to move that Council vote separately on the Public Housing Authority appointment.

Alderwoman Patton moved, seconded by Mayor Wright that Council vote separately on the Public Housing Authority reappointment. The motion carried unanimously.

RECYCLING ADVISORY BOARD

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
 Ward 2 (Tarlton Appoints)

Charlie Hayes
 (Not Eligible for Reappointment)

Ward 3 (Seaver Appoints)

VACANT

Ward 4 (Guess Appoints)

William Kanupp
 (Not Attending Meetings)

At-Large (Council Appoints)

Jeff Bartlett

(Eligible for Reappointment/Does Not Wish to Serve Again)

At-Large (Council Appoints)

Jeff Wright

(Eligible for Reappointment/Does Not Wish to Serve Again)

SALT BLOCK FOUNDATION

(Terms Expiring 6-30; 2-Year Terms) (Appointed by City Council)
 Hickory Representative

Alderman Zagaroli
 (Eligible for Reappointment)

Alderman Lail recommended Alderman Zagaroli as the reappointment to the SALT Block Foundation as the Hickory Representative.

TOURISM DEVELOPMENT AUTHORITY

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
 Owner/Operator (Council Appoints)

Kevan Patel

	(Eligible for Reappointment/Willing to Serve)
Owner/Operator (Council Appoints)	Renee' Keever
	(Eligible for Reappointment/Willing to Serve)
Demonstrates Interest (Council Appoints)	Phil Yount
	(Eligible for Reappointment/Willing to Serve)

Alderman Lail recommended Kevan Patel and Renee' Keever, Owner/Operator Representatives and Phil Yount, Demonstrates Interest Representative on the Tourism Development Authority.

UNIVERSITY CITY COMMISSION

(Terms Expiring 6-30; 2-Year Terms) (Appointed by City Council)

Chamber of Commerce Executive Director or his/her Designee Danny Hearn
(Eligible for Reappointment)

Mayor Wright nominated Danny Hearn for reappointment as the representative of the Chamber of Commerce on the University City Commission until his successor is named.

WESTERN PIEDMONT REGIONAL TRANSIT AUTHORITY BOARD OF DIRECTORS

Andrea Surrat – Primary	Cameron McHargue - Primary
Caroline Kone – Alternate	Caroline Kone – Alternate

Alderman Lail recommended approval of the delegates Cameron McHargue, as primary delegate and Caroline Kone, as alternate delegate on the Western Piedmont Regional Transit Authority Board of Directors.

YOUTH COUNCIL

(Terms Expiring 6-30; 1-Year Terms) (Appointed by City Council)

The Youth Council Applicant Review Committee Makes the Following Recommendations for Appointment to the Youth Council:

Darian Abernathy	Hickory High School Representative
Carson Bailey	St. Stephens High School Representative
Caroline Collins	At-Large Representative
Chase delCharco	Private School Representative
Molly Dwyer	At-Large Representative
Bella Fields	Hickory High School Representative
Trevor Fulcher	At-Large Representative
Shea Hall	Private School Representative
Kaleb Hewitt	Hickory High School Representative
Aislynn Hosey	Homeschool Representative
Arianna Mack	St. Stephens High School Representative
Claire McCrea	Hickory High School Representative
Ben Neuville	St. Stephens High School Representative
Sophie Rice	Hickory High School Representative
Madison Schultz	St. Stephens High School Representative
Mikaela Simmons	Hickory High School Representative
Caylin Stinson	Hickory Career Arts Magnet Representative
Matthew Sturgess	At-Large Representative
Jalil Thompson	Hickory High School Representative
Katelynn Thompson	Fred T. Foard High School Representative
Elizabeth Wood	At-Large Representative

Alderman Lail recommended acceptance of the Youth Council recommendations.

Mayor Wright commented, exclusive to the Public Housing Authority, he asked for a motion to appoint the nominees.

Alderman Lail moved seconded by Alderman Zagaroli approval of the above nominations with the exclusion of the Public Housing Authority. The motion carried unanimously.

Mayor Wright announced that the motion was made by Alderman Lail seconded by Alderman Zagaroli and the motion carried unanimously.

Mayor Wright moved, seconded by Alderman Tarlton to reappoint Steve Hunt to the Public Housing Authority.

Alderwoman Patton commented that at a meeting with the Housing Authority, several of them, they had indicated that they would in fact make changes within the Board voluntarily, and that has not happened at all and there has been no

movement in that direction. So we are left with what we have been stuck with as far as the same issues, same Board, no change.

Mayor Wright commented it is a very difficult issue for all of them.

Mayor Wright announced that he moved, seconded by Alderman Tarlton. The vote was taken Ayes: Mayor Wright, Alderman Tarlton, Alderman Lail, Alderman Seaver, Alderman Guess, Alderman Zagaroli and Nay: Alderwoman Patton. The motion carried 6 to 1.

C. Presentation of Petitions and Requests

XII. Matters Not on Agenda (requires majority vote of Council to consider)

XIII. General Comments by Members of Council, City Manager or City Attorney of a Non-Business Nature

Alderman Lail advised Mr. Berry that he had thoroughly enjoyed working with him. He honestly meant that, especially when he wasn't off fishing. It had been really good having him at the City. He had done a good job in between those fishing trips. He felt like in a lot of ways they were peers. He advised that Mr. Berry had mentored him in ways that he was sure he didn't know, because he had never expressed that. Mr. Berry had shown incredible integrity, vision, leadership, great team building, made good decisions, and gone above and beyond, from his prospective, to see that things are handled fairly and equitably. He commented that it was deeply appreciated. He commented more than all of that you are just a good guy. That in and of itself is something to be proud of. He had really enjoyed it. He thanked Mr. Berry.

Mr. Berry thanked Alderman Lail.

Mayor Wright commented that Mr. Berry had done a wonderful job at a very difficult time. He didn't think that people would know unless they had served as a Council member or served as a manager what a difficult time this had been for Hickory. Nothing had come easy. He wasn't whining about it, he was just saying that Mr. Berry had done a heck of a job. He referenced Clarksburg, West Virginia and Scranton, Pennsylvania where they went through similar problems as Hickory had and they came out of it with their population down almost 50 percent. Council couldn't take credit as a Board, or Mr. Berry personally, but somehow this thing had stayed in the road enough that Hickory has not had a drop in population. The demographic groups had moved around in ways that some of them are not completely happy with, but the first thing is hold the line, and we have held that line. We have held the City's financial position as one of the soundest in North Carolina. He commented he would tell the truth about him later.

Alderman Guess commented that he had the pleasure of being on both sides. He had been an employee of the City under Mr. Berry's leadership, and also being on the City Council's side under Mr. Berry's leadership. He couldn't echo any better what Alderman Lail had already said. He couldn't think of a better person to have run the City during this time period than Mr. Berry. Without repeating everything that Alderman Lail so eloquently said, he thanked Mr. Berry and appreciated all that he had done and he thanked him for being his friend.

Alderwoman Patton commented that she appreciated everything that Mr. Berry had taught her, patience as part of it, and learning the process. He had been very good at that and had shown great leadership throughout the turmoil of the economy and how it hit us, and to help Council put together the vision of the bond and what Hickory can be. She greatly appreciated that.

Alderman Zagaroli commented as a rookie, and he had only been here two years, it had been a very enjoyable two years. He was sorry to see Mr. Berry go, but he hadn't gone because they would still be working with him. Great job.

Alderman Seaver commented that he was under the impression that City Managers for Hickory served twenty year terms. Mr. Berry came up a little short there. He was floored when Mr. Berry had called and told him that. He was expecting Mr. Berry to stay on at the City and lead us on through. He commented they had talked about the ship sailing smoothly in the proper direction and so forth which brings us to the question, why would a Captain jump off a perfectly good ship, doing all of the right things, and going the right direction? There is another ship out there that needs some guidance and it is not too far away. Like the Mayor said, he is still working for us.

Alderman Guess commented that they pay County taxes.

Mr. Berry commented he realized that.

Alderman Seaver commented they pay County taxes, but don't get all of the services that the County people get. Maybe Mr. Berry can work on that a little bit. He commented that they appreciate all that Mr. Berry had done for the City of Hickory and they look forward to working with him in this other capacity.

Mr. Berry thanked Alderman Seaver.

Alderman Tarlton commented that he was new to City Council, but he had worked with Mr. Berry for a longtime and had always admired him. He advised Mr. Berry he was happy for him. He will do a good job and it was a great personal move.

Mr. Berry commented it had been a joy working with all of them. It takes a whole team effort. The elected officials working with the Staff. He commented 640 folks working for the City had made him look good in some pretty rough times, and he was appreciative of that. He hoped that the County employees were as good at making him look good as the City employees had been. It had been a great journey, good partnerships all the way around. He thanked them and said they had been very gracious and kind.

City Attorney John Crone stated, class, integrity, and he echoed Alderman Lail's comments which were right on point, a downright good guy.

Mayor Wright mentioned that he had received a call from Phil Baucom, which was probably Margaret Baucom's son. Margaret Baucom was the City Clerk for many years. Mr. Baucom had contacted the Mayor and told him he had a key to the City and had lost it. Mayor Wright had inquired what kind of key that Mr. Baucom had. Mr. Baucom advised it was three inches long on a block of wood. Mayor Wright advised that the City didn't do the blocks of wood anymore, but we had a key about three inches long. Mayor Wright referenced it as the \$14 key. Mr. Baucom had requested that Mayor Wright mail him the key. Mayor Wright asked for Council's thoughts about that. He felt he should mail him a key.

Alderman Guess commented that he should verify who he was first.

City Attorney John Crone commented that Ms. Baucom was at the City for years, and years, and years.

Discussion continued about the key and Mayor Wright decided he would mail the key to Mr. Baucom.

Alderman Seaver mentioned the Kiwanis Splash pad. He had spoken with the engineers and they hoped to have it complete by the end of June as scheduled. He talked about how fast the concrete dried at the site. He advised that the engineer had mentioned some of the other projects that they had done, and several Kiwanis clubs had done similar projects.

Mayor Wright encouraged everyone to go out there and look at it. He advised that it really looked good and was going to be a tremendous asset for the entire City and for that park, which started off as a nice Kiwanis Park. It is now a showplace. He advised the grand opening would be sometime in July. He didn't know who was going to direct the traffic. He told Major Thurman Whisnant that they would have to have help that day.

Mayor Wright asked Assistant City Manager Rodney Miller to the podium.

Assistant City Manager Rodney Miller invited Staff to join him at the podium to send Mr. Berry off on a good note. He commented that he was a little conflicted based on the accolades that he heard from City Council regarding Mr. Berry. He wasn't sure that they had seen the full side of him. He was glad that they had gotten all of the compliments out of the way. He advised that he and Staff would share a few things of Mr. Berry that Council might not be aware of. He commented at the risk of still working with Mr. Berry for the next thirteen days he should be very delicate. He referenced Alderman Seaver's comments regarding the Captain of the ship, and advised that the office had another name, the rat going down with the ship. He advised he had the honor and the privilege to lead Staff off. He was saying farewell to Mr. Berry for the second time. He and Mr. Berry went back to the County days 15 years ago where they worked together. Mr. Miller had worked for Mr. Berry. He left, and then brought Mr. Miller to the City. Mr. Berry is now leaving again. He commented maybe he should apologize to Council, maybe he was the source of Mr. Berry leaving. Mr. Miller said that Mr. Berry had heard the accolades, and often times Manager's or elected officials go out with a Proclamation. Making it "Mick Berry Day" or something corny like that. Staff had got together and decided that "McBerry" sounded good so they called it "McBerry Day". He advised the Proclamation was drawn up by Staff. Mr. Miller and Staff read and presented the Proclamation.

Mayor Wright asked Mr. Berry to the podium. He read and presented a Proclamation to Mr. Berry for "Mick Berry Day" and also presented him with a key to the City. Mayor Wright joked that he needed to save all of the accomplishments listed because he was going to copy the same; Mr. Berry's resume read exactly like his, except Mayor Wright got the sink-hole. He advised Mr. Berry that he wanted to see the key to the City prominently displayed at Catawba County. He referenced the City moto inscribed on the key which was "vestigia nulla retrorsum", which he joked meant may the City Manager always find gainful employment. He joked it meant "Life. Well Crafted."

Mayor Wright commented it's not fun to send people off, but fortunately he is only moving 12-14 minutes to Newton.

- XIV. Closed Session Per NC General Statutes 143-318.11(a)(1)(3) to consult with the attorneys regarding the following: (Action on these items, if any, will occur in Open Session)

Mayor Wright requested the addition of two items to closed session, potential litigation NCGS §143-318.11(a)(3) and discussion of a personnel matter - NCGS §143-318.11(a)(6).

Mayor Wright moved that Council go into closed session to consult with the attorneys to discuss the items below and the addition of potential litigation and a personnel matter concerning the search for City Manager, seconded by Alderwoman Patton. The motion carried unanimously.

1. Approval of Closed Session Minutes of April 19, 2016, May 17, 2016, June 7, 2016, and June 16, 2016 - NCGS §143-318.11(a)(1)
2. Discussion of Litigation – Willie James Grimes vs. City of Hickory, et. al. File No. 5:14-CV—160 - NCGS §143-318.11(a)(3)

No action was taken upon return to open session.

- XV. There being no further business, the meeting adjourned at 10:45 p.m.

Mayor

City Clerk

A Special Meeting of the City Council of the City of Hickory was held in the Council Chamber of the Municipal Building on Tuesday, June 28, 2016 at 3:30 p.m., with the following members present:

Brad Lail	Rudy Wright	Hank Guess
Vernon Tarlton	Aldermen	Jill Patton
Danny Seaver		

A quorum was present.

Also present were: City Manager Mick Berry, Assistant City Manager Andrea Surratt, City Attorney John Crone, Governmental Affairs Manager Yaidee Fox, and City Clerk Debbie D. Miller

- I. Mayor Wright called the meeting to order. All Council members were present except for Alderman Zagaroli.
- II. Closed Session Per NC General Statute 143-318.11(a)(3)(6) to consult with the attorneys regarding the following: (Action on this item, if any, will occur in Open Session)
 1. Discussion of Litigation – Willie James Grimes vs City of Hickory, et. al. File No. 5:14-CV-160 – NCGS §143-318.11(a)(3)
 2. Discussion of Potential Litigation - NCGS §143-318.11(a)(3)
 3. Discussion of a Personnel Matter – NCGS §143-318.11(a)(6)

Mayor Wright moved that Council go into closed session to consult with the attorneys to discuss the items listed above, seconded by Alderwoman Patton. The motion carried unanimously.

City Council returned to open session at approximately 5:23 p.m.

Alderman Guess moved seconded by Alderwoman Patton approval of a contract with Andrea Surratt for Interim City Manager. The motion carried unanimously.

- III. There being no further business, the meeting adjourned at 5:25 p.m.

Mayor

City Clerk

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: David Leonetti, Community Development Manager
Contact Person: David Leonetti, Community Development Manager
Date: June 16, 2016
Re: Offer to Purchase Property in EO Hefner Estate Unrecorded Subdivision.

REQUEST

Approve offer to purchase property located at GIS PIN 3724-18-31-3226

BACKGROUND

The property is located just to the east of 25th Street NE. It is further described as GIS PIN 3724-18-31-3226 and as lot 4 in the EO Hefner Estate Unrecorded Subdivision. The property is currently owned by Margaret Louise Barger, Richard Barger, Frances H Hallman, Donna Kay Parker, and Larry Parker. Public Utilities plans to purchase the property in order to run a sewer line through it.

ANALYSIS

The tax value of the property is currently \$16,300. The property is currently landlocked, which would make building on the property difficult. The property owners have offered the property to the City for the purchase price of \$6,000. Public Utilities acquisition funds are available to purchase the property. This property will assist Public Utilities in the Random Woods Sewer Project.

RECOMMENDATION

Staff recommends that city council approve the offer to purchase GIS PIN 3724-18-31-3226.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

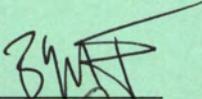
Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

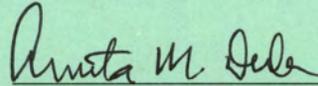
Brian Frazier



6/17/16

Initiating Department Head

Date

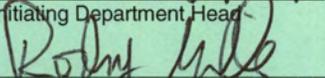


7-8-16

Deputy City Attorney, A. Dula

Date

Asst. City Manager Rodney Miller



7-2-16

Date

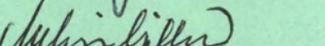


7/8/16

Asst. City Manager, A. Surratt

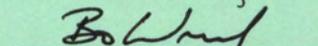
Date

Finance Officer, Melissa Miller



7-8-16

Date



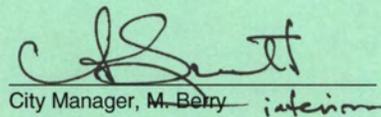
7-11-16

Purchasing Manager, Bo Weichel

Date

Date

Recommended for approval and placement on _____ Council agenda (as Consent, Public Hearing, Informational, Department Report, etc).


City Manager, M. Berry *interim*

7/8/16
Date

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND
[Consult "Guidelines" (form 12G) for guidance in completing this form]

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and does not have immediate plans to subdivide. It should not be used to sell property that is being subdivided unless the property has been platted, properly approved and recorded with the register of deeds as of the date of the contract. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract—New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Seller":** Margaret Louise Barger, Richard Barger, Frances H Hallman, Donna Kay Parker, and Larry Parker

(b) **"Buyer":** City of Hickory, a North Carolina Municipal Corporation

(c) **"Property":** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon. **NOTE:** If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: None
City: Hickory Zip: 28601

County: Catawba, North Carolina

(NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.)

Legal Description: (Complete ALL applicable)
Plat Reference: Lot/Unit 4, Block/Section N/A, Subdivision/Condominium EO Hefner Estate Unrecorded, as shown on Plat Book/Slide N/A at Page(s) N/A

The PIN/PID or other identification number of the Property is: 3724-18-31-3226

Other description:
Some or all of the Property may be described in Deed Book 1481 at Page 0841

(d) "Purchase Price":	
\$ <u>6,000</u>	paid in U.S. Dollars upon the following terms:
\$ <u>0</u>	BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date
\$ <u>0</u>	BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by <input type="checkbox"/> cash <input type="checkbox"/> personal check <input type="checkbox"/> official bank check <input type="checkbox"/> wire transfer, EITHER <input type="checkbox"/> with this offer OR <input type="checkbox"/> within five (5) days of the Effective Date of this Contract.
\$ <u>0</u>	BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash or immediately available funds such as official bank check or wire transfer no later than _____, TIME
\$ <u>0</u>	BEING OF THE ESSENCE with regard to said date.
\$ <u>0</u>	BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
\$ <u>0</u>	BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
\$ <u>6,000</u>	BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

Buyer Initials _____ Seller Initials JH#
MJB
RP
OKP
LP

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash or immediately available funds to the payee. In the event Buyer does not timely deliver cash or immediately available funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

(e) **“Earnest Money Deposit”**: The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid in connection with this transaction, hereinafter collectively referred to as “Earnest Money Deposit”, shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer’s request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller’s sole and exclusive remedy for such breach, but without limiting Seller’s rights under Paragraphs 2(c) and 2(d) for damage to the Property or Seller’s right to retain the Due Diligence Fee. It is acknowledged by the parties that payment of the Earnest Money Deposit to Seller in the event of a breach of this Contract by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money Deposit to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller’s anticipated loss, both parties acknowledging the difficulty determining Seller’s actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) **“Escrow Agent”** (insert name): John W. Crone, III

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker (“Broker”) is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent’s trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina (“Attorney”) is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **“Effective Date”**: The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **“Due Diligence”**: Buyer’s opportunity during the Due Diligence Period to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer’s sole discretion, will proceed with or terminate the transaction.

(i) **“Due Diligence Fee”**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer’s right to conduct Due Diligence during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 6(m) or Paragraph 9, or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the

Buyer Initials _____ Seller Initials JHH
MSB
RS
PKP
LP

parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) "Due Diligence Period": The period beginning on the Effective Date and extending through 5:00 p.m. on August 19, 2016 *TIME BEING OF THE ESSENCE* with regard to said date.

(k) "Settlement": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) "Settlement Date": The parties agree that Settlement will take place on August 30, 2016 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

(m) "Closing": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 10 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) "Special Assessments": A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

"Proposed Special Assessment": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

"Confirmed Special Assessment": A Special Assessment that has been approved prior to Settlement whether or not it is fully payable at time of Settlement.

2. **BUYER'S DUE DILIGENCE PROCESS:**

(a) **Loan:** During the Due Diligence Period, Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

(NOTE: Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction since the Loan is not a condition of the Contract.)

(b) **Property Investigation:** During the Due Diligence Period, Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and

Buyer Initials _____ Seller Initials JHH
MSB
RB
OKD
LP

- expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association charges fees for confirming owners' association information and restrictive covenant compliance.
- (v) **Appraisals:** An appraisal of the Property
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, stormwater management, and means of access to the Property and amenities.
- (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

NOTE: NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

(c) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(d) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(e) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

WARNING: If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, prior to the expiration of the Due Diligence Period, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period shall constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to

Buyer Initials _____ Seller Initials *JH/H*
m & B
R/S
DXD
ZP

materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(f) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

3. BUYER REPRESENTATIONS:

(a) Loan: Buyer [] does [x] does not have to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: [] Conventional [] Other: _____ loan at a [] Fixed Rate [] Adjustable Rate in the principal amount of _____ for a term of _____ year(s), at an initial interest rate not to exceed _____ % per annum (the "Loan").

(NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan. If Buyer represents that Buyer does not have to obtain a new loan in order to purchase the Property, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.)

(b) Other Property: Buyer [] does [x] does not have to sell or lease other real property in order to qualify for a new loan or to complete purchase. (NOTE: If Buyer does have to sell, Buyer and Seller should consider including a Contingent Sale Addendum (Standard Form 2A2-T) with this offer.)

(c) Performance of Buyer's Financial Obligations: To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) Authorization to Disclose Information: Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

4. BUYER OBLIGATIONS:

(a) Owners' Association Fees/Charges: Buyer shall be responsible for the payment of any fees charged by an owners' association for information relating to Buyer's Due Diligence other than those fees to be paid by Seller under Paragraph 8(j).

(b) Responsibility for Proposed Special Assessments: Buyer shall take title subject to all Proposed Special Assessments.

(c) Responsibility for Certain Costs: Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

5. SELLER REPRESENTATIONS:

(a) Ownership: Seller represents that Seller: [x] has owned the Property for at least one year. [] has owned the Property for less than one year. [] does not yet own the Property.

(b) Assessments: To the best of Seller's knowledge there are no Proposed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): None

Seller warrants that there are no Confirmed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): None

(c) Owners' Association(s) and Dues: To best of Seller's knowledge, ownership of the Property [] subjects [x] does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular

Buyer Initials _____ Seller Initials JHH
M & B
RB
DKR
LP

assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract

(d) **Sewage System Permit:** (Applicable Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(e) **Private Drinking Water Well Permit:** (Applicable Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto).

6. **SELLER OBLIGATIONS:**

(a) **Evidence of Title and Payoff Statement(s):** Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property. Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property/Walk-Through Inspection:** Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer an opportunity to conduct a final walk-through inspection of the Property. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

(d) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(e) **Affidavit And Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens,

Buyer Initials _____ Seller Initials *JH*
MSB
RB
BKD
JP

encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

(NOTE: Buyer's failure to terminate this Contract prior to the expiration of the Due Diligence Period as a result of any encumbrance or defect that is or would have been revealed by a title examination of the Property or a current and accurate survey shall not relieve Seller of any obligation under this subparagraph)

(NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.)

(h) **Deed, Taxes, and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: City of Hickory, a North Carolina Municipal Corporation

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ 0 toward any of Buyer's expenses associated with the purchase of the Property, less any portion disapproved by Buyer's lender.

NOTE: Examples of Buyer's expenses associated with the purchase of the Property include, but are not limited to, discount points, loan origination fees, appraisal fees, attorney's fees, inspection fees, and "pre-paids" (taxes, insurance, owners' association dues, etc).

(j) **Owners' Association Fees/Charges:** Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any transfer or similar fee imposed by the owners' association; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement.

(k) **Payment of Confirmed Special Assessments:** Seller shall pay all Confirmed Special Assessments, if any, provided that the amount thereof can be reasonably determined or estimated.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Owners' Association Disclosure and Condominium Resale Statement Addendum** (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 6 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against the Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Rents:** Rents, if any, for the Property;
- (c) **Dues:** Owners' association regular assessments (dues) and other like charges.

8. **CONDITION OF PROPERTY AT CLOSING:** Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

Buyer Initials _____ Seller Initials JHT
MGB
RB
LP

9. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

10. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

11. **POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered

12. **OTHER PROVISIONS AND CONDITIONS:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

(NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.)

- Additional Provisions Addendum (Form 2A11-T)
 - Additional Signatures Addendum (Form 3-T)
 - Back-Up Contract Addendum (Form 2A1-T)
 - Contingent Sale Addendum (Form 2A2-T)
 - Loan Assumption Addendum (Form 2A6-T)
 - OTHER: _____
- Owners' Association Disclosure And Addendum For Properties Exempt from Residential Property Disclosure Statement (Form 2A12-T)
 - Seller Financing Addendum (Form 2A5-T)
 - Short Sale Addendum (Form 2A14-T)

13. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

14. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

15. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

Buyer Initials _____ Seller Initials JH JJ
MB
RB
DK
LP

17. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

18. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any any fee, deposit of other payment to be delivered to a party herein, may be given to the party or to such party's agent. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

19. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

20. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: _____

Buyer: _____

Date: _____

Buyer: _____

Entity Buyer: _____

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Title: _____

Date: _____

Buyer Initials _____

Seller Initials

JH
MB
RB
DV
LP

Date: 6/10/16

Seller: Frances H. Hallman

Date: 6-10-16

Seller: Margaret Louise Berger

Entity Seller: _____

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Title: _____

Date: 6/10/16

Richard Berger

Donny Parker

Larry Parker

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer Initials _____ Seller Initials JHJ
MB
RB
SK
LL

NOTICE INFORMATION

NOTE: INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: PO Box 398, Hickory, NC 28603

Buyer Fax#: (828) 323-7476

Buyer E-mail:

SELLER NOTICE ADDRESS:

Mailing Address: 2133 14th Ave Dr NE
Hickory, NC 28601

Seller Fax#:

Seller E-mail:

SELLING AGENT NOTICE ADDRESS:

Firm Name:
Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Mailing Address:

Individual Selling Agent:
 Acting as a Designated Dual Agent (check only if applicable)

License #:

Selling Agent Phone#:

Selling Agent Fax#:

Selling Agent E-mail:

LISTING AGENT NOTICE ADDRESS:

Firm Name:
Acting as Seller's Agent Dual Agent

Mailing Address:

Individual Listing Agent:
 Acting as a Designated Dual Agent (check only if applicable)

License #:

Listing Agent Phone#:

Listing Agent Fax#:

Listing Agent E-mail:

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

[Signature]
City of Hickory
Finance Officer

Buyer Initials _____ Seller Initials *JAH*

MEB
RS

OK
JP

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: _____ ("Seller")

Buyer: _____ ("Buyer")

Property Address: _____ ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Listing Agent hereby acknowledges.

Date _____ Firm: _____

By: _____
(Signature)

(Print name)

 SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Seller hereby acknowledges.

Date: _____ Seller: _____
(Signature)

Date: _____ Seller: _____
(Signature)

 ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____ Firm: _____

By: _____
(Signature)

(Print name)

 ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____ Firm: _____

By: _____
(Signature)

(Print name)

Buyer Initials _____ Seller Initials JHJ

JHJ
MRB
RB
BY
LP

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Police, Chief Tom Adkins
Contact Person: Lisa Drum

Date: 6/15/2016

Re: Donation of Light Bars to use at the Hickory Police Firing Range

REQUEST: Hickory Police Department requests City Council approve the acceptance of donated surplus Code 3 Light Bars from a vendor, 144th Marketing Group.

BACKGROUND: All certified law enforcement officers must qualify both day and night using his or her individual weapon under simulated conditions. Those conditions include firing at night time with little or no light and with blue lights in the background. This provides realistic training for officers. The current blue lights installed at the HPD firing range are over 15 years old and starting to fail.

ANALYSIS: All certified law enforcement officers must qualify for both day and night using his or her individual weapon. 144th Marketing Group would like to donate surplus Code 3 Light Bar sets valued at \$1,000.00 to be installed at the Hickory Police Department firing range for the night time qualification for each officer as mandated by state requirements. The city of Hickory Building Services will install the blue lights.

RECOMMENDATION: Hickory Police Department recommends City Council approve the acceptance of the donated surplus Code 3 Light Bar sets valued at \$1000.00 from 144th Marketing Group.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Tom Adkins
Tom Adkins
Initiating Department Head
6/15/16
Date

Rodney Miller
Asst. City Manager Rodney Miller
7-12-16
Date

Melissa Miller
Finance Officer, Melissa Miller
7-8-16
Date

Date

Arnita M. Dula
Deputy City Attorney, A. Dula
7-8-16
Date

A. Surratt
Asst. City Manager, A. Surratt
7/8/16
Date

Bo Weichel
Purchasing Manager, Bo Weichel
7-11-16
Date

Recommended for approval and placement on _____ Council agenda (as Consent, Public Hearing, Informational, Department Report, etc).

M. Berry
City Manager, M. Berry *interim*
7/8/16
Date

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Police/ Captain Vidal Sipe
Contact Person: Captain Vidal Sipe

Date: 06/16/2016

Re: Annual Taxicab Certificates of Convenience and Necessity

REQUEST: Hickory Police Department recommends approval of Certificates of Convenience and Necessity for four businesses to operate taxicabs and/or passenger vehicles for hire within the city.

BACKGROUND: Section 30-41 of Hickory City Code states that no person shall operate any taxicab or other passenger vehicle for hire in the city without first having obtained a certificate of public convenience and necessity from the city council authorizing such operation.

ANALYSIS: The four businesses listed have applied for and met the issuance standards and procedures set forth in Hickory City Code.

Table with 2 columns and 2 rows. Row 1: 1. Mile High Enterprises, LLC dba The Hickory Hop... 2. Yellow Cab... Row 2: 3. Diamond Cab of Hickory... 4. Hickory Limousine...

RECOMMENDATION: Hickory Police Department recommends the issuance of Certificates of Convenience and Necessity for the four businesses and vehicles for the fiscal year of 2016-2017.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Tom Adkins
Tom Adkins
Initiating Department Head
06/16/16
Date

Rodney Miller
Asst. City Manager Rodney Miller
7-12-16
Date

Melissa Miller
Finance Officer, Melissa Miller
7-8-16
Date

Date

Amita M. Dula
Deputy City Attorney, A. Dula

7-8-16
Date

A. Surratt
Asst. City Manager, A. Surratt

7/8/16
Date

Bo Weichel
Purchasing Manager, Bo Weichel

7-11-16
Date

Recommended for approval and placement on _____ Council agenda (as Consent, Public Hearing, Informational, Department Report, etc).

M. Berry
City Manager, M. Berry
Interim

7/8/16
Date



HICKORY POLICE DEPARTMENT
Support Services Division
347 Second Avenue SW
Hickory, NC 28602
Phone: (828) 261-2604
Fax: (828) 328-6146

COPY

June 16, 2016

To: Chief Tom Adkins
From: Capt. Vidal Sipe *VAS*
Re: Annual Renewal of Certificate of Convenience and Necessity

The following businesses are applying for the annual renewal of Certificates of Necessity for the operation of taxicabs and other vehicles for hire.

1. **Mile High Enterprises, LLC dba The Hickory Hop**
John Chamberlain, Sole Proprietor
3101 9th Avenue Drive NW
Hickory, NC 28601
 - The business has applied for a certificate for the use of seven passenger vehicles for hire for the fiscal year of 2016-2017.

2. **Yellow Cab**
James Wilson Matlock, Sole Proprietor
117 1st Avenue SW
Hickory, NC 28602
 - The business has applied for a certificate for the use of thirteen taxicabs and one passenger vehicles for hire for the fiscal year of 2016-2017.

3. **Diamond Cab of Hickory**
James Wilson Matlock, Sole Proprietor
117 1st Avenue SW
Hickory, NC 28602
 - The business has applied for a certificate for the use of three taxicabs for the fiscal year of 2016-2017.

COPY

4. **Hickory Limousine**
 Joseph Pollock, Owner
 3175 28th AV DR NE
 Hickory, NC 28601

- o The business has applied for a certificate for the use of three passenger vehicles for hire for the fiscal year 2016-2017.

Annually these companies are required to apply for the renewal of their Certificate of Convenience and Necessity. Upon review of the applications, I recommend the approval of certificates to be issued for the following businesses and for the following number of vehicles:

Company	Taxicabs	Passenger Vehicle for hire
Mile High Enterprises	0	7
Yellow Cab	13	1
Diamond Cab Company	3	0
Hickory Limousine	0	3
Total	16	11

4

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Dave Leonetti, Community Development Manager
Contact Person: Dave Leonetti, Community Development Manager
Date: June 17, 2016
Re: Approve CDBG Funding Agreement with Greater Hickory Cooperative Christian Ministry

REQUEST

Approve attached agreement between the City of Hickory and Greater Hickory Cooperative Christian Ministry for FY 2016-2017 funding through the City's Community Development Block Grant Program.

BACKGROUND

In February 2016, the City of Hickory Department of Planning and Development Services requested applications from local nonprofit organizations for funding under the Community Development Block Grant Program. The Citizen's Advisory Committee reviewed and recommended funding for these applications as part of the City's Annual Action Plan. The Annual Action Plan was approved following a public hearing on May 3, 2016.

The CDBG funding agreement describes the requirements for the City and Greater Hickory Cooperative Christian Ministry to ensure that all applicable federal regulations are met. Funds will be used to provide support to assist the NETworX Catawba Program which is a 15 week program that provides training to individuals looking to break the cycle of generational poverty.

ANALYSIS

Greater Hickory Cooperative Christian Ministry has requested and been approved for funding in the amount of \$8,000.00 through the City of Hickory's Community Development Block Grant program. Approval of the attached Agreement will allow them to continue to provide services to homeless women.

RECOMMENDATION

Staff recommends approval of the attached CDBG funding agreement between the City of Hickory, North Carolina and Greater Hickory Cooperative Christian Ministry.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Brian M. Frazier *BMF*
Initiating Department Head
Date 6-17-16

Rodney Miller
Asst. City Manager, R. Miller
Date 7-2-16

Melissa Miller
Finance Officer, Melissa Miller
Date 7-8-16

Bo Weichel
Purchasing Manager, Bo Weichel
Date 7-11-16

A. Dula
Deputy City Attorney, A. Dula

A. Surratt
Asst. City Manager, A. Surratt

7-8-16
Date

7/8/16
Date

Recommended for approval and placement on _____ Council agenda (as Consent, Public Hearing, Informational, Department Report, etc).

M. Berry
City Manager, M. Berry *Interim*

7/8/16
Date

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN THE CITY OF HICKORY AND GREATER HICKORY COOPERATIVE CHRISTIAN MINISTRY, INC. FOR

THE CITY OF HICKORY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Hickory (herein called the “Grantee”) and the Greater Hickory Cooperative Christian Ministry, Inc. (herein called the “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG Year 2016-2017 NETworX Catawba Project in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1 Subrecipient will provide the NETworX Catawba Program as a way to move families from poverty to self-sufficiency. The program model will address the economic components of poverty together with the Physical (body, health, mobility), Mental (mind, abilities, skills), Emotional (feeling responses and ability to self-regulate), Social (community connections, sense of justice, concern for community well-being), Relational (support and companionship, friends and family), and Spiritual (relating to the spirit or soul) components. Barriers to the elimination of poverty will be addressed through training and one-on-one guidance for participants using a strengths-based framework to foster hope and self-determination.

In action, NETworX Catawba will consist of weekly meetings that include shared meals, time for relationship-building, mutual accountability, goal setting, classroom curriculum and celebration. Eligible participants go through 15 weeks of intensive training to equip them with the tools they need to transition out of poverty. After 15 weeks of class, participants become NETworX CATAWBA Champions of Change (Champions). Champions work with trained volunteer

CDBG Subrecipient Agreement
City of Hickory and Cooperative Christian Ministry, Inc.

Allies, who also participate in the 15 week training program, and serve as mentors to Champions coaching them during the following 24 months as they take the steps necessary to break the cycle of generational poverty. An integral part of the program is that it also addresses child development for the families participating. Over the first 15 weeks, children of family participants receive tutoring twice a week to identify and address learning and behavioral issues. Paid and volunteer childcare workers work directly with the children to improve and resolve identified issues and at the end of the 15 weeks the children also graduate from the program.

Services will be provided at the Greater Hickory Cooperative Christian Ministry offices at 31 1st Avenue SE, Hickory, NC 28602 during typical business hours and during evening hours.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program’s National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the Low and Moderate Income Limited Clientele Benefit. This program is a public service that provides educational, childcare, and other training services to families in poverty. At least 51 percent of the households assisted through this program will earn incomes less than 80 percent of the area median income.

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Total Units/Year</u>
Activity #1	50 individuals assisted during the program year

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of July 2016 and end on the 30th day of June 2017. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

<u>Line Item</u>	<u>Amount:</u>
Salaries	\$ <u>8,000</u>
Fringe	<u>0</u>
Office Space (Program only)	<u>0</u>
Utilities	<u>0</u>
Communications	<u>0</u>
Reproduction/Printing	<u>0</u>
Supplies and Materials	<u>0</u>
Mileage	<u>0</u>
Audit	<u>0</u>
Other (Specify)	<u>0</u>
Indirect Costs (Specify)	<u>0</u>
TOTAL	\$ <u>8,000</u>

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$8,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR part 200.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

<u>Grantee</u>	<u>Subrecipient</u>
David Leonetti, CD Manager City of Hickory PO Box 398 Hickory, NC 28603 Phone: (828) 323-7414 Email: dleonetti@hickorync.gov	Barbara Rush Early, Executive Director Greater Hickory Cooperative Christian Ministry, Inc. 31 1 st Avenue SE Hickory, NC 28602 (828) 323-7900 Email: berush@ccmhickory.com

VI. SPECIAL CONDITIONS

The Subrecipient certifies that it has received copies of 2 CFR part 200 “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards” and *Playing by the Rules: A Handbook for CDBG Subrecipients on Administrative Systems* in either print or electronic form.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient’s environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient’s responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR part 200, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 2 CFR part 200, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR part 200, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," and 2 CFR part 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private to the extent permitted by state and federal law. The use or disclosure of such information, shall be according to applicable state and federal laws.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR part 200.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The

Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the

CDBG Subrecipient Agreement

City of Hickory and Cooperative Christian Ministry, Inc.

Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

CDBG Subrecipient Agreement
City of Hickory and Cooperative Christian Ministry, Inc.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of

all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR part 200 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. 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.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date: _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

CITY OF HICKORY, NORTH CAROLINA

G. Rudy Wright, Jr., Mayor

ATTEST:

Debbie D. Miller; City Clerk

GREATER HICKORY COOPERATIVE CHRISTIAN MINISTRY, INC.

President

ATTEST:

Jane M. Durselin
Secretary

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

City of Hickory, Finance Director

This instrument has been approved as to form.

City Attorney, City of Hickory

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COUNCIL AGENDA MEMOS

Exhibit VIII.E.

To: City Manager's Office
From: Dave Leonetti, Community Development Manager
Contact Person: Dave Leonetti, Community Development Manager
Date: June 15, 2016
Re: Approve CDBG Funding Agreement Habitat for Humanity of the Catawba Valley, Inc.

REQUEST

Approve attached agreement between the City of Hickory and Habitat for Humanity of the Catawba Valley, Inc. for FY 2016-2017 funding through the City's Community Development Block Grant Program.

BACKGROUND

In February 2016, the City of Hickory Department of Planning and Development Services requested applications from local nonprofit organizations for funding under the Community Development Block Grant Program. The Citizen's Advisory Committee reviewed and recommended funding for these applications as part of the City's Annual Action Plan. The Annual Action Plan was approved following a public hearing on May 3, 2016.

The CDBG funding agreement describes the requirements for the City and Habitat for Humanity of the Catawba Valley to ensure that all applicable federal regulations are met. Funds will be used for rehabilitation of owner occupied single family residences with households earning less than eighty percent (80%) of the area median income.

ANALYSIS

Habitat for Humanity of the Catawba Valley has requested and been approved for funding in the amount of \$30,000.00 through the City of Hickory's Community Development Block Grant program. Approval of the attached Agreement will allow them to continue to provide much needed housing rehabilitation services to benefit low to moderate income households.

RECOMMENDATION

Staff recommends approval of the attached CDBG funding agreement between the City of Hickory, North Carolina and Habitat for Humanity of the Catawba Valley, Inc.

BUDGET ANALYSIS:

Budgetary Action

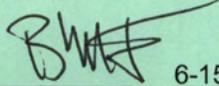
Is a Budget Amendment required?

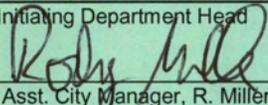
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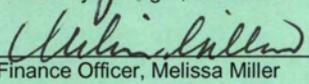
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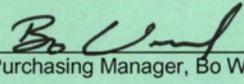
LIST THE EXPENDITURE CODE:

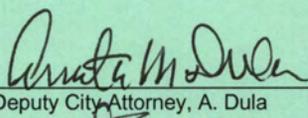
Reviewed by:

Brian M. Frazier  6-15-16
Initiating Department Head Date

Rody Miller  7-12-16
Asst. City Manager, R. Miller Date

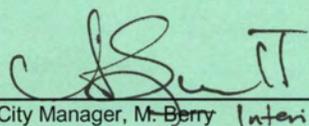
Melissa Miller  7-8-16
Finance Officer, Melissa Miller Date

Bo Weichel  7-11-16
Purchasing Manager, Bo Weichel Date

Anita M. Dula  7-8-16
Deputy City Attorney, A. Dula Date

A. Surratt  7-8-16
Asst. City Manager, A. Surratt Date

Recommended for approval and placement on _____ Council agenda (as Consent, Public Hearing, Informational, Department Report, etc).

M. Berry  Interim
City Manager, M. Berry

7/8/16
Date

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN THE CITY OF HICKORY AND HABITAT FOR HUMANITY OF THE CATAWBA VALLEY, INC.

THIS AGREEMENT, entered this ____ day of _____, 20__ by and between the City of Hickory (herein called the "Grantee") and the Habitat for Humanity of the Catawba Valley, Inc. (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a Project Year 2016-2017 Owner Occupied Housing Rehabilitation Project in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1 Subrecipient shall do, carry out, and perform all the necessary services provided under this Agreement in connection with and respecting the rehabilitation of owner occupied single family residences with households earning less than eighty percent (80%) of the area median income. Funds disbursed shall be in the form of a grant to the homeowner. Sub-recipient shall not require repayment of funds.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight;

or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the Low and Moderate Income Housing Benefit. The program will meet this objecting through the provision of housing rehabilitation services to low and moderate income households.

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Total Units/Year</u>
Activity #1	6 households assisted during the program year

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of July 2016 and end on the 30th day of June 2017. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

<u>Line Item</u>	<u>Amount:</u>
Salaries	\$ <u>5,000</u>
Fringe	<u>0</u>
Office Space (Program only)	<u>0</u>
Utilities	<u>0</u>
Communications	<u>0</u>
Reproduction/Printing	<u>0</u>
Supplies and Materials	<u>25,000</u>
Mileage	<u>0</u>
Audit	<u>0</u>
Other (Specify)	<u>0</u>
Indirect Costs (Specify)	<u>0</u>
TOTAL	\$ <u>30,000</u>

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one

contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$30,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient’s financial management system in accordance with the standards specified in 2 CFR part 200.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

<u>Grantee</u>	<u>Subrecipient</u>
David Leonetti, CD Manager City of Hickory PO Box 398 Hickory, NC 28603 Phone: (828) 323-7414 Email: dleonetti@hickorync.gov	Mitzi Gellman, Executive Director Habitat for Humanity of the Catawba Valley PO Box 9475 Hickory, NC 28603 (828) 328-4663 Email: mitzi@hickoryhabitat.org

VI. SPECIAL CONDITIONS

The Subrecipient certifies that it has received copies of 2 CFR part 200 “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards” and *Playing by the Rules: A Handbook for CDBG Subrecipients on Administrative Systems* in either print or electronic form.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning

Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR part 200, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 2 CFR part 200, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR part 200, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," and 2 CFR part 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private to the extent permitted by state and federal law. The use or disclosure of such information, shall be according to applicable state and federal laws.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR part 200.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights

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City of Hickory and Habitat for Humanity of the Catawba Valley, Inc.

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Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968,

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City of Hickory and Habitat for Humanity of the Catawba Valley, Inc.

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as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR part 200 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. 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.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under

the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous

communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date: _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

CITY OF HICKORY, NORTH CAROLINA

G. Rudy Wright, Jr., Mayor

ATTEST:

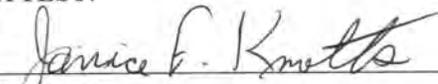
Debbie D. Miller; City Clerk

HABITAT FOR HUMANITY OF THE CATAWBA VALLEY, INC



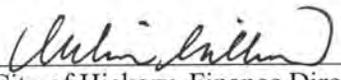
President

ATTEST:



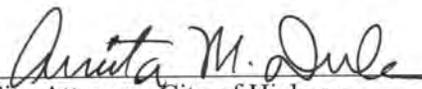
Secretary

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



City of Hickory, Finance Director

This instrument has been approved as to form.



City Attorney, City of Hickory



City of Hickory
PO Box 398
Hickory, NC 28603
Telephone
828-323-7410
Fax 828-323-7474

City of Hickory
Special Events/Activities Application
(Must be submitted to Planning & Development)

SPECIAL EVENT APPLICATION

The purpose of this application is to provide information about your event or activity in order for various departments and agencies to determine if they need to be involved in the approval and/or permitting process. Depending on the specific event, a permit application and/or fee(s) from individual departments may be required.

The applicant is responsible for providing complete and accurate information on the application, including an attached detailed site plan. The applicant is also responsible for notifying the Planning Department of any changes. Incomplete applications will not be accepted. **For public property events a complete application should be submitted at least 90 days prior to the planned event to allow sufficient review time. For private property events a complete application should be submitted at least 30 days prior to the planned event. Public officials may contact you with specific questions. Any official may require a pre-planning meeting.

Applications and events are prioritized based on a first come-first served basis and the City may approve or disapprove an event's requested date based on availability of resources. Events that occur on an annual basis will receive priority the following year.

**If the event is to be held on public property, approval to use the property must be obtained from City Council; therefore the application must be submitted 90 days prior to the event.

APPLICANT INFORMATION

Name of Event: The Favor Center Church Outdoor Worship Service
Applicant Name & Title: Ritchie Naraidu - Church Administrator
Organization: The Favor Center Church
Mailing (Billing) Address: PO Box 3707
City / State / Zip: Hickory, NC 28603
Daytime Phone: 828.325.4773 Cell: 803.554.3215 Email: ritchwi@gmail.com
Description of the Event: Outdoor Service with Music and speaking

Does the event have a Twitter, Facebook or other social networking page? yes
If yes, please list URL(s): https://www.facebook.com/favorcenter/?ref=bookmarks

Event Address: <u>Sail @ the Square</u>	
Date of Event: <u>09/10/2016</u>	
Event Start Time: <u>6:00pm</u>	Event End Time: <u>8:00pm</u>
Road Closure Begins (if applicable):	Road Closure Ends (if applicable):
Set-Up Begins: <u>4:00pm</u>	Clean-Up Ends: <u>10:00pm</u>
Preferred Date & Time of Inspection:	
Estimated Attendance: <u>150+</u>	
The Event is: <u>Private (by invitation only)</u> or <u>Y</u> <u>Open to General Public</u>	
Describe the procedures to be used for selecting participants and vendors for this event: <u>Open to public - no vendors used</u>	

APPLICANT'S SIGNATURE [Signature] DATE: 6-16-2016

A pre-planning meeting may be required and will be scheduled to include the appropriate staff. The event applicant must attend the meeting. The city reserves the right to require others to attend.

TENTS & MEMBRANE STRUCTURES

**** Tent** is a structure, enclosure, or shelter, with or without sidewalls or drops **

Will tent(s) be used for the event? Yes No No (If no, proceed to next section)

of Tent(s) _____ (fabric structure that is ENCLOSED with sidewalls or drops exceeding 400 square feet)

of Tent(s) _____ (fabric structure that is OPEN on all sides exceeding 700 square feet)

Are there multiple tents without sidewalls placed side by side such that the total square footage of all the tents in this group exceeds 700 square feet without 12 feet of clear space between all other permanent and temporary structures? Yes No

**** Membrane** structure is an air-inflated or air supported structure **

Will Membrane(s) be used for the event? Yes No No (If no, proceed to next section)

of Membrane Structure(s) _____ exceeding 400 square feet

POWER SOURCES

Will you use electric generators? Yes No

If yes, will Power Distribution boxes be used? Yes No

Provide contact information for contractor supplying generator power:

Name: _____ Phone: _____ Email: _____

Will you use electric power from an existing structure? Yes No

If yes, will direct wiring to breakers be required? Yes No

Provide contact information for person responsible for setup of power:

Name: _____ Phone: _____ Email: _____

VOICE/MUSIC AMPLICATION

Are there any musical entertainment features related to your event? YES Yes No

(If no proceed to next section)

If yes, state the number of bands and type of music: Number of bands: 1

Type(s) of music: Christian

Will a portable or temporary stage be utilized? Yes NO No

If yes*, state the number of portable or temporary stages: _____

Provide contact information for contractor providing stage:

Name: _____ Phone: _____ Email: _____

A Temporary Stage Certification Form must be completed for Catawba County Building Services

~~Will your event use amplified sound?~~ Yes Yes No

If yes, please indicate times: Start time: 5:00pm Finish time: 8:00p,

HAZARDOUS MATERIALS

Will the event have any hazardous materials such as propane, butane, gasoline, diesel tanks, helium cylinders or other upright tanks? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, all tanks must be secured in a manner to prevent accidentally being knocked over. All helium tanks not being used shall have their caps in place.
Will there be any portable heaters? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Will there be any deep fat fryers? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Will there be any fireworks, lasers, torches, candles or pyrotechnics? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, contact the City of Hickory Fire Prevention office at 828-323-7522 for more information.

ALCOHOL

Will alcoholic beverages be served? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If yes, NC ABC permit required)
Will alcoholic beverages be sold? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If yes, NC ABC permit required)
What type of alcohol will be served? <input type="checkbox"/> Draft Beer <input type="checkbox"/> Can/Bottle Beer <input type="checkbox"/> Wine <input type="checkbox"/> Liquor
Who will be serving the alcohol?
Times for alcohol to be served:
Locations within event site where alcohol will be served:
Have you applied for a North Carolina temporary ABC permit? <input type="checkbox"/> Yes <input type="checkbox"/> No

VENDORS

*List all commercial vendors who will be present during the event (serving, selling, sampling, or displaying).
(Use additional sheet of paper if necessary)*

VENDOR NAME	ADDRESS	PHONE NUMBER(S)
N/A		

Does the event include mechanical rides, or other similar attractions? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please describe attractions:
 Applicants contracting with amusement ride companies are required to provide the City of Hickory with a certificate of insurance, naming applicant and the City of Hickory (if applicable) as additional insured on general liability.

VENDORS

Does the event include food vendors? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If the event will have food vendors, please check the following that apply: <input type="checkbox"/> Served <input type="checkbox"/> Sold <input type="checkbox"/> Free <input type="checkbox"/> Catered <input type="checkbox"/> Prepared Outdoors <i>An applicant having any food service must contact the Catawba County Health Department at (828) 465-8270 for approval of any food preparation or service.</i>		
Does the event include food concession and/or cooking areas? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, please list each vendor and specify cooking method (Gas, Electric, Charcoal, Other) <i>(Use additional sheet if necessary)</i>		
VENDOR	COOKING METHOD	FOOD ITEM
<i>Fire Code requires a fire extinguisher at each cooking location. Food and beverages shall not be sold at an event unless approved and licensed, if necessary, by the Catawba County Health Department. Event organizers are responsible for arranging health inspections for their events.</i>		

EVENT SCHEDULE

Provide a detailed schedule of the event including dates and times for entertainment, activities, hours of event, start time, finish time, etc. If the event requires an extended time frame for set-up, include details with a timeline listing the times and locations where streets or public property will be impacted and when dismantling will be completed. (Use additional sheet of paper if necessary)

DATE	TIME	ACTION	ADDITIONAL NOTES
9/10/16	4:00pm	Set-up Begins	Instruments/Sound
9/10/16	5:00pm	Sound Check	
9/10/16	6:00pm	Service Begins	Music and Speaking
9/10/16	8:00pm	Clean up	



SITE PLAN

Please attach a detailed Site-Plan sketch of the event. Include maps, outline or diagram of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. The plan should include the following information (if applicable):

- Location of the event/activity on the property with approximate distances from roads, fire hydrants, existing buildings, etc.
- Location of temporary structures that will be used during the event. Must indicate size of temporary structures, distances between temporary structures and existing buildings.
- Identify how each temporary structure will be used. Example: type of vendor, food preparation, alcohol sales, etc.
- Identify location of all cooking devices and open flames.
- Location of all fencing, barricades, or other restrictions that will impair access to and from the event or property.
- Identify all designated parking areas.
- Identify location of any generators and fuel storage.

WALK, RUN, CYCLE EVENTS ON PUBLIC ROADWAYS

Number of participants expected: N/A % of participants expected under 18: N/A

*Must be at least 100 participants and no more than 2,000 per route.

Number of volunteers expected: N/A % of volunteers expected under 18: N/A

Check the approved City/NCDOT Route on public roadways below

- 5K 1 Downtown 5k** (Not allowed on Saturdays during the Downtown Hickory Farmers Market: Mid April-November)
- 5K 2 Hickory Foundation YMCA** (Can start and finish in Downtown District or other locations on route)
- 5K 3 FRMC 5K** (Can start and finish in Downtown District or other locations on route)
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- 5K 6 LRU 5K** (Must clear route with LRU before submitting Special Event application. (Can start and finish in various locations, including First Methodist Church)
- 10K 1 Hickory Foundation YMCA** (Can start and finish in Downtown District)
- 10K 2** Do a 5k route twice, which 5k route? _____
- Half Marathon 1** (13.1 miles)
- Cycle Route 1** (10 mile)
- Cycle Route 2** (32 mile)

APPROVED ROUTES/EVENTS AT THE AIRPORT AND PUBLIC PARKS

AIRPORT ROUTE

____ Hickory Regional Airport 5k _____ Approval from Airport Manager Terry Clark

*The second and fourth Saturdays have existing events in the morning hours. Check with Airport Manager Terry Clark 828-323-7408 or tclark@hickorync.gov on availability.

Name the new date proposed and time: _____

(Please include email confirmation with approval to use airport with application.)

PUBLIC PARKS ROUTES

Approval for park use may be obtained from Parks and Recreation Director Mack McLeod 828-322-7046 or mmcleod@hickorync.gov

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Highland Recreation Center at Stanford Park Options

3.2 option 3.1 option 4.5 option – **All options along sidewalks**

(Please include email confirmation with approval to use park with application.)

ADDITIONAL GUIDELINES AND REQUIREMENTS

Please initial all guidelines below and provide the information requested at the time the application is submitted.

Must use a preapproved route from the City/NCDOT and/or preapproved neighborhood route and/or track or one of the options not on roadways that are available at the airport or at a park. m

Must include a certificate of liability insurance for walk, run, and/or cycle event if the start/finish are on public property. m

Must include a plan for volunteers for events with an anticipated attendance of 100 participants or more (how many, their duties). m

Must include a parking plan for participants and volunteers (can be included in site plan). m

The provision of twenty foot (20') minimum emergency access lanes throughout the event site. m

Temporary signs may be used to mark a course. No markings of any kind (permanent or temporary) are allowed on roadways, sidewalks, or parking lots. m

Any unauthorized traffic control device or other sign or message placed on the highway right-of-way by a private organization or individual constitutes a public nuisance and should be removed. Any violations of this policy will result in disapproval of future event(s). m

Do not assume, advertise, or promote your event until you have a signed permit from the Hickory Police Department, along with permission from city staff and Hickory City Council. Conflicts do arise and changes to the request may be necessary. m

ATTACHMENTS CHECKLIST

In addition to the Special Event Application form, the following supporting documents are required to complete your application package and begin the review process:

All Events:

- Site Plan Sketch
- Parking Plan for participants and volunteers (May be included in site plan)
- Volunteer Plan for events with an anticipated attendance of 100 participants or more (how many, their duties)

All Public Property Events:

- Certificate of Insurance listing the City of Hickory as certificate holder and additional insured.

-Public Property Event at a Public Park:

- Email from Parks and Recreation Director Mack McLeod indicating approval of the event date

-Public Property Event at the Airport:

- Email from Airport Director Terry Clark indicating approval of the event date

-Waiver Request

- I am requesting a waiver from the Section which prohibits animals from special events on City property. I have included the required safety plan with the application.

THIS SECTION IS ONLY TO BE COMPLETED IF REQUESTING TO HOLD AN
EVENT ON UNION SQUARE COMMON, STREETS ADJOINING THERE TO OR

USE OF UNION SQUARE AND OTHER PUBLIC PLACES

RULES REGULATING THE USE OF UNION SQUARE COMMON, STREETS ADJOINING THERETO AND OTHER PUBLIC PLACES, PARKS AND THE AIRPORT FOR SPECIAL EVENTS

- Special events may be held in one or more of the following areas:
 - Union Square Common, north of the Southern Railway tracks, east of Third Street, NW, and west of Second Street, NW.
 - Streets adjoining Union Square, including Third Street, NW, between the Southern Railway tracks and the northern margin of First Avenue, NW; First Avenue, NW between Third Street, NW and Second Street, NW; Second Street, NW from the Southern Railway tracks to the northern margin of First Avenue, NW; and Trade Alley.
 - Any other public building, park or property owned or possessed by the City of Hickory which, by its nature, is suitable for any certain special event that may be applied for, provided that said event remains open to the public at large.
- The City Council reserves the right to reject any application as to the use of any area described above for any special event. If the City Council learns that the event or vendors participating were misrepresented to the City Council or that the event in any way fails to comply with the rules regulating the use of Union Square Common or fails to comply with any applicable local, state, or federal laws, it reserves the right to rescind any approved application up to and during the course of the event. In the case of a special event being held at a City-owned facility for which a rental fee is usually charged, the normal rental fee shall be charged to the applicant unless the City Council waives such rental.
- Application must be filed in the City Manager's Office at least ninety (90) days prior to the time that the applicant desires to first take possession of the area to make preparations for the special event. The applicant for a special event must be a non-profit organization, organized and existing for the purpose of either some charitable or public benefit or for the promotion of business in the Downtown Area of Hickory. In addition, said non-profit organization may at the request of the Council be required to produce evidence of their non-profit corporation status as defined by state and federal laws. In addition, procedures to be used for selecting participants and vendors must be included with the application.
- The applicant shall provide to the City Manager at least two (2) weeks prior to the beginning of the public participation in the special event a list of all of the vendors or others having booths or display tables during the special event. No other persons may sell merchandise or operate any booth or display tables during the special event, unless the applicant, in writing, requests the City Manager to amend such list accordingly and permission is granted.
- No motor vehicles or other large equipment or manufactured items or livestock will be permitted within the area unless they are clearly identified and described and the proposed location is stated in the application and specific approval is given.
- The size, type of construction and location of display tables and booths must be described generally in the application; all construction must be safe and self-sustaining; no spikes or other holding devices may be driven into the ground of any street, sidewalk or tied to any tree.
- When food preparation, painting and/or pottery -making activities or similar activities are held, appropriate protective materials must be placed over any paved or brick areas for protection.

- No tents may be placed in the area without being described and exhibited to the Fire Prevention Inspectors of the Hickory Fire Department and special approval by the City Council.
- Public address systems can be used only if specifically requested in the application and special permission given, including limitations as to use.
- Sufficient portable toilets shall be provided for the expected number of participants.
- If the applicant desires to sell alcoholic beverages, it shall specifically so state in its application and shall provide a sketch of the area where the same will be sold and consumed. The area shall be delineated by barricades, with the entrance to be clearly marked and so constructed as to allow ready control of patrons, including viewing of identification to avoid underage persons being within the barricaded area. Signs shall be posted stating that no one shall leave the barricaded area with alcoholic beverages. Application must be made to proper State authorities for special permit for sale of alcoholic beverages. Special permit shall be available for inspection by the City at any time.
- The applicant shall assume full liability for all accidents or claims of accidents as a result of activities taking place at the special event and during the time the area is being readied for the event and while it is being cleaned up following the event. A copy of the insurance policy must be submitted to the City Manager's office prior to the event. The applicant must add the city as an additional insured on the policy. The policy is to be one of comprehensive general liability in the amount of not less than Three Hundred Thousand Dollars (\$300,000.00) for bodily injury per person and One Million Dollars (\$1,000,000.00) per occurrence and not less than One Hundred Thousand Dollars (100,000.00) for property damage per occurrence.
- The applicant will be responsible for the security or protection of any articles, items, merchandise, display tables, booths or other property owned by the applicant or others participating in the special event.
- Applicants must obtain any special use permits required by the Hickory Fire Inspector, must comply with all applicable provisions of the North Carolina Fire Code and must at all times insure that all fire lanes in the area to be used remain unobstructed.
- Applicants must comply with all Health Department regulations pertaining to the scheduled event.
- Applicants must comply with the requirements of the Hickory Sign Ordinance.
- Applications must comply with any and all local, state, and federal laws pertaining to equal opportunity and should make every effort to make events accessible to the disabled public. In addition, applicants shall not deny access or a vendor's booth to any group based on national origin, race, religion, age, sex, or disability.
- No person shall bring an animal, on a leash or otherwise, into the boundaries of this event. The boundaries and the interior of a special event shall consist of any area part of the event or parade route and shall include any public street, road, highway, sidewalk, alley, parking lot, grassy area, right-of-way or other publicly owned area. Exceptions shall include service dogs or other animals relied upon by persons with disabilities, and animals owned and controlled by public law enforcement agencies, or animals used by a vehicle for hire in accordance with applicable City ordinances. The special event operator and sponsor are responsible for immediately cleaning up and removing any animal waste from animals that are part of an authorized event, exhibit, or parade. All animal waste shall be disposed of properly. The event organizer may request a waiver from this ordinance. The sponsor shall submit plans specifying how the public will be protected from the animals. Requests shall be reviewed as part of the special event permitting process and may be approved or denied as part of that process. To request a waiver from this provision, please complete the appropriate section of the special event application.

The Favor Center Church

NAME OF NON-PROFIT ORGANIZATION

BRIEFLY DESCRIBE THE PURPOSE OF THE NON-PROFIT ORGANIZATION:

We are a church,

LIST ORGANIZATIONS OFFICERS:

Dr. Jerry Grillo, President

828.325.4773 ext 203

TELEPHONE

Ritchie Naraidu

828.325.4773 ext. 204

TELEPHONE

Darryl Miller

828.325.4773 ext 211

TELEPHONE

CHAIRPERSON OF THE SPECIAL EVENT:

Ritchie Naraidu

803.554.3215

NAME

TELEPHONE

PO Box 3707 Hickory, NC 28603

ADDRESS

The undersigned Applicant is aware of the rules regulating the use of Union Square Common, streets adjoining thereto and other public places and parks for special events, and will abide with the same; and further understands that the City of Hickory will not be responsible for the security or protection of any articles, items, merchandise, display tables, booths or other property owned by the applicant or others participating in the special event. The undersigned Applicant agrees to reimburse the City of Hickory for the additional cost of providing police department and/or fire department personnel to supervise the event, including services rendered both before, during and after the event itself, to ensure the compliance with all laws and ordinance, to direct traffic and to promote the safety and welfare of participants and other citizens.

5/24/2016

Date

President

The Favor Center Church
Non-Profit Organization

Approved by:

CITY MANAGER

DATE

6/21/16

DATE APPROVED BY HICKORY CITY COUNCIL:

NORTH CAROLINA

RELEASE AND INDEMNITY AGREEMENT

CATAWBA COUNTY

THIS RELEASE AND INDEMNITY AGREEMENT, entered into by THE CITY OF HICKORY, a North Carolina Municipal Corporation, City, and the Favor Center Church _____, a non-profit organization with its principal place of operation being Catawba County, North Carolina, Applicant:

WITNESSETH:

WHEREAS, City desires to allow the Applicant to conduct a special event within the City Limits of Hickory, North Carolina, pursuant to the Hickory City Code; and

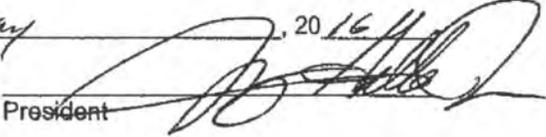
WHEREAS, the Applicant desires to conduct a special event within the City Limits of Hickory, North Carolina; and

WHEREAS, to this end, said Applicant has previously filed with the City of Hickory an application for approval of said event, and wishes to enter into this Release and Indemnity Agreement pursuant to the Hickory City Code and the administrative rules of the City of Hickory;

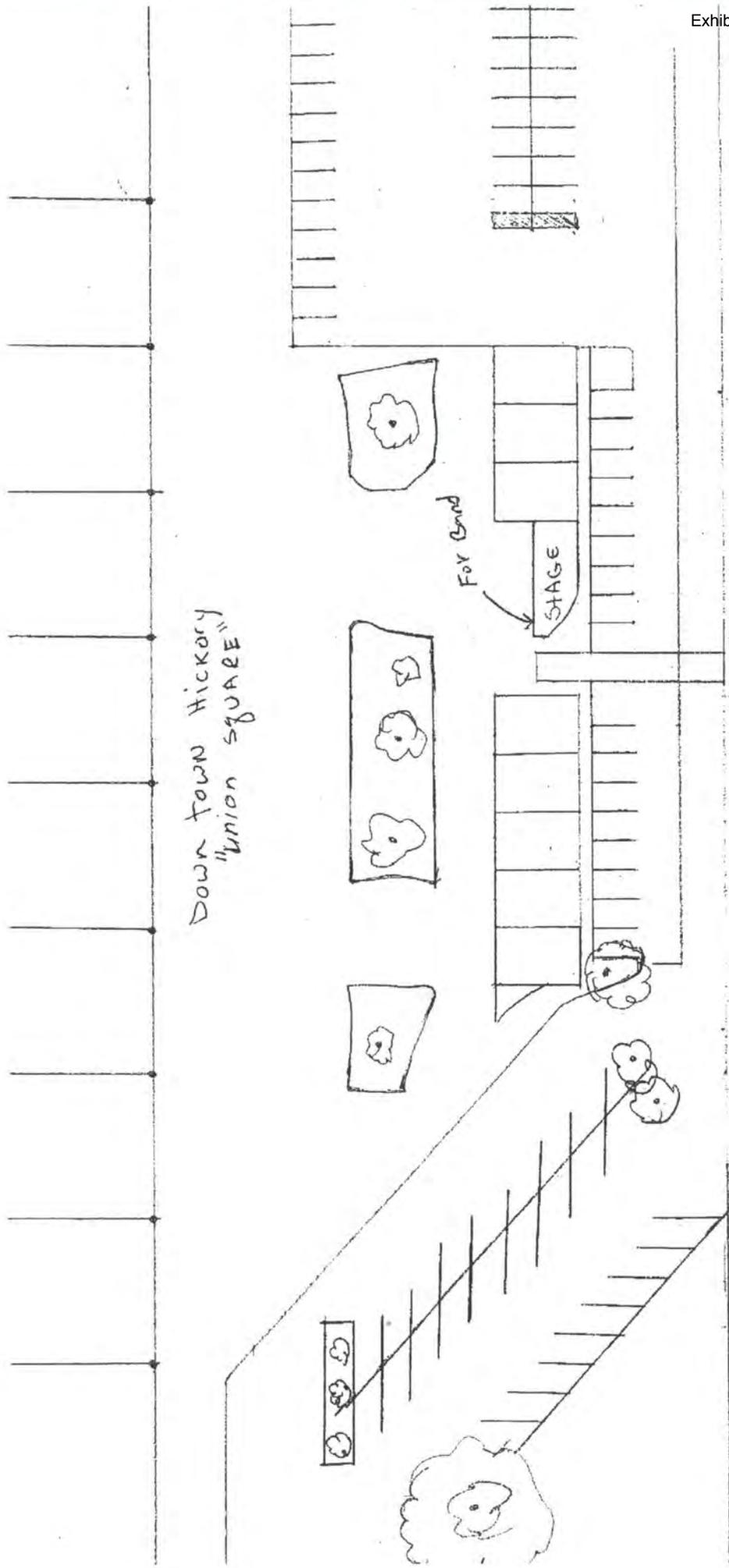
NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and for other good and sufficient consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. That the Applicant hereby completely and unequivocally releases the City, the officials of the City, and all employees of the City, and their families, from any and all claims, damages, injuries or rights of action which the Applicant may incur by reason of the special event being conducted by the Applicant.
2. That the Applicant hereby agrees to indemnify, defend, and hold harmless the City for any liability, injury or claim which may arise to the benefit of the Applicant as a result of the special event being conducted by the Applicant.

3. That the parties to this Release and Indemnity Agreement stipulate and acknowledge that there exists sufficient consideration for the execution of this instrument.

This the May 24 day of May, 2016


President



Down town Hickory
"Union Square"

Fox Band

STAGE



City of Hickory
 PO Box 398
 Hickory, NC 28603
 Telephone
 828-323-7410
 Fax 828-323-7474

City of Hickory
Special Events/Activities Application
 (Must be submitted to Planning & Development)

SPECIAL EVENT APPLICATION

The purpose of this application is to provide information about your event or activity in order for various departments and agencies to determine if they need to be involved in the approval and/or permitting process. Depending on the specific event, a permit application and/or fee(s) from individual departments may be required.

The applicant is responsible for providing complete and accurate information on the application, including an attached detailed site plan. The applicant is also responsible for notifying the Planning Department of any changes. Incomplete applications will not be accepted. **For public property events a complete application should be submitted at least 90 days prior to the planned event to allow sufficient review time. For private property events a complete application should be submitted at least 30 days prior to the planned event. Public officials may contact you with specific questions. Any official may require a pre-planning meeting.

Applications and events are prioritized based on a first come-first served basis and the City may approve or disapprove an event's requested date based on availability of resources. Events that occur on an annual basis will receive priority the following year.

*If the event is to be held on public property, approval to use the property must be obtained from City Council; therefore the application must be submitted 90 days prior to the event.

APPLICANT INFORMATION

Name of Event: 2016 Walk to End Alzheimer's - Hickory
 Applicant Name & Title: Meghan Lawton, Regional Mgr.
 Organization: Alzheimer's Association of Western Carolina
 Mailing (Billing) Address: PO Box 2565
 City / State / Zip: Hickory NC 28603
 Daytime Phone: 828 514 3124 Cell: same Email: m1awton@alz.org
 Description of the Event: Fundraising/Awareness - Noncompeti

Does the event have a Twitter, Facebook or other social networking page? Website
 If yes, please list URL(s): alz.org/walk

Event Address:	<u>2500 Clement Blvd - HKY (Crawdad)</u>
Date of Event:	<u>10/29/2015 Saturday</u>
Event Start Time:	<u>9AM</u>
Event End Time:	<u>1PM</u>
Road Closure Begins (if applicable):	
Road Closure Ends (if applicable):	
Set-Up Begins:	<u>7am</u>
Clean-Up Ends:	<u>1PM</u>
Preferred Date & Time of Inspection:	
Estimated Attendance:	<u>600 (Participation + Volunteers)</u>
The Event is:	<input type="checkbox"/> Private (by invitation only) or <input checked="" type="checkbox"/> Open to General Public
Describe the procedures to be used for selecting participants and vendors for this event:	

APPLICANT'S SIGNATURE Meg Lawton DATE: 1/7/16

A pre-planning meeting may be required and will be scheduled to include the appropriate staff. The event applicant must attend the meeting. The city reserves the right to require others to attend.

TENTS & MEMBRANE STRUCTURES

**** Tent is a structure, enclosure, or shelter, with or without sidewalls or drops ****

Will tent(s) be used for the event? Yes No (If no, proceed to next section)

of Tent(s) _____ (fabric structure that is ENCLOSED with sidewalls or drops exceeding 400 square feet)

of Tent(s) _____ (fabric structure that is OPEN on all sides exceeding 700 square feet)

Are there multiple tents without sidewalls placed side by side such that the total square footage of all the tents in this group exceeds 700 square feet without 12 feet of clear space between all other permanent and temporary structures? Yes No

**** Membrane structure is an air-inflated or air supported structure ****

Will Membrane(s) be used for the event? Yes No (If no, proceed to next section)

of Membrane Structure(s) _____ exceeding 400 square feet

POWER SOURCES

Will you use electric generators? Yes No

If yes, will Power Distribution boxes be used? Yes No

Provide contact information for contractor supplying generator power:

Name: _____ Phone: _____ Email: _____

Will you use electric power from an existing structure? Yes No

If yes, will direct wiring to breakers be required? Yes No

Provide contact information for person responsible for setup of power:

Name: Crawdad's Phone: _____ Email: _____

VOICE/MUSIC AMPLICATION

Are there any musical entertainment features related to your event? Yes No
(If no proceed to next section)

If yes, state the number of bands and type of music: Number of bands: 0

Type(s) of music: D.J.

Will a portable or temporary stage be utilized? Yes No

If yes*, state the number of portable or temporary stages: _____

Provide contact information for contractor providing stage:

Name: _____ Phone: _____ Email: _____

A Temporary Stage Certification Form must be completed for Catawba County Building Services

Will your event use amplified sound? Yes No DJ

If yes, please indicate times: Start time: 9am Finish time: 12³⁰ pm

HAZARDOUS MATERIALS

Will the event have any hazardous materials such as propane, butane, gasoline, diesel tanks, helium cylinders or other upright tanks? Yes No
 If yes, all tanks must be secured in a manner to prevent accidentally being knocked over. All helium tanks not being used shall have their caps in place.

Will there be any portable heaters? Yes No

Will there be any deep fat fryers? Yes No

Will there be any fireworks, lasers, torches, candles or pyrotechnics? Yes No
 If yes, contact the City of Hickory Fire Prevention office at 828-323-7522 for more information.

ALCOHOL

Will alcoholic beverages be served? Yes No (If yes, NC ABC permit required)

Will alcoholic beverages be sold? Yes No (If yes, NC ABC permit required)

What type of alcohol will be served?
 Draft Beer Can/Bottle Beer Wine Liquor

Who will be serving the alcohol?

Times for alcohol to be served:

Locations within event site where alcohol will be served:

Have you applied for a North Carolina temporary ABC permit? Yes No

VENDORS

List all commercial vendors who will be present during the event (serving, selling, sampling, or displaying).
 (Use additional sheet of paper if necessary)

VENDOR NAME	ADDRESS	PHONE NUMBER(S)

Does the event include mechanical rides, or other similar attractions? Yes No
 If yes, please describe attractions:

Applicants contracting with amusement ride companies are required to provide the City of Hickory with a certificate of insurance, naming applicant and the City of Hickory (if applicable) as additional insured on general liability.

VENDORS

Does the event include food vendors? ___ Yes No

If the event will have food vendors, please check the following that apply:
 ___ Served ___ Sold ___ Free ___ Catered ___ Prepared Outdoors
An applicant having any food service must contact the Catawba County Health Department at (828) 465-8270 for approval of any food preparation or service.

Does the event include food concession and/or cooking areas? ___ Yes ___ No

If yes, please list each vendor and specify cooking method (Gas, Electric, Charcoal, Other)
(Use additional sheet if necessary)

VENDOR	COOKING METHOD	FOOD ITEM

Fire Code requires a fire extinguisher at each cooking location. Food and beverages shall not be sold at an event unless approved and licensed, if necessary, by the Catawba County Health Department. Event organizers are responsible for arranging health inspections for their events.

EVENT SCHEDULE

Provide a detailed schedule of the event including dates and times for entertainment, activities, hours of event, start time, finish time, etc. If the event requires an extended time frame for set-up, include details with a timeline listing the times and locations where streets or public property will be impacted and when dismantling will be completed. (Use additional sheet of paper if necessary)

DATE	TIME	ACTION	ADDITIONAL NOTES
10/29	7am	Set Up	
	9am	Open Check in	
	10am	Opening Ceremony	
	10 ³⁰ am	Walk Begins	
	12pm	Awards - Closing Ceremony	
	12 ³⁰ pm	Clean-Up	

SITE PLAN

Please attach a detailed Site-Plan sketch of the event. Include maps, outline or diagram of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. The plan should include the following information (if applicable):

- Location of the event/activity on the property with approximate distances from roads, fire hydrants, existing buildings, etc.
- Location of temporary structures that will be used during the event. Must indicate size of temporary structures, distances between temporary structures and existing buildings.
- Identify how each temporary structure will be used. Example: type of vendor, food preparation, alcohol sales, etc.
- Identify location of all cooking devices and open flames.
- Location of all fencing, barricades, or other restrictions that will impair access to and from the event or property.
- Identify all designated parking areas.
- Identify location of any generators and fuel storage.

WALK, RUN, CYCLE EVENTS ON PUBLIC ROADWAYS

Number of participants expected: 450 % of participants expected under 18: 10% or less
 *Must be at least 100 participants and no more than 2,000 per route.
 Number of volunteers expected: 50 % of volunteers expected under 18: 10% or less

Check the approved City/NCDOT Route on public roadways below

- 5K 1 Downtown 5k** (Not allowed on Saturdays during the Downtown Hickory Farmers Market: Mid April-November)
- 5K 2 Hickory Foundation YMCA** (Can start and finish in Downtown District or other locations on route)
- 5K 3 FRMC 5K** (Can start and finish in Downtown District or other locations on route)
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- Half Marathon 1** (13.1 miles)
- Cycle Route 1** (10 mile)
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2 mile audited route - R same as 2015

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AIRPORT ROUTE

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*The second and fourth Saturdays have existing events in the morning hours. Check with Airport Manager Terry Clark 828-323-7408 or tclark@hickorync.gov on availability.

Name the new date proposed and time: _____

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- Certificate of Insurance listing the City of Hickory as certificate holder and additional insured.

-Public Property Event at a Public Park:

- Email from Parks and Recreation Director Mack McLeod indicating approval of the event date

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-Waiver Request

- I am requesting a waiver from the Section which prohibits animals from special events on City property. I have included the required safety plan with the application.

**** THIS SECTION IS ONLY TO BE COMPLETED IF REQUESTING TO HOLD AN EVENT ON UNION SQUARE COMMON, STREETS ADJOINING THERETO OR OTHER PUBLIC PLACES, PARKS, AND THE AIRPORT ****

USE OF UNION SQUARE AND OTHER PUBLIC PLACES

RULES REGULATING THE USE OF UNION SQUARE COMMON, STREETS ADJOINING THERETO AND OTHER PUBLIC PLACES, PARKS AND THE AIRPORT FOR SPECIAL EVENTS

- Special events may be held in one or more of the following areas:
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- When food preparation, painting and/or pottery -making activities or similar activities are held, appropriate protective materials must be placed over any paved or brick areas for protection.

- No tents may be placed in the area without being described and exhibited to the Fire Prevention Inspectors of the Hickory Fire Department and special approval by the City Council.
- Public address systems can be used only if specifically requested in the application and special permission given, including limitations as to use.
- Sufficient portable toilets shall be provided for the expected number of participants.
- If the applicant desires to sell alcoholic beverages, it shall specifically so state in its application and shall provide a sketch of the area where the same will be sold and consumed. The area shall be delineated by barricades, with the entrance to be clearly marked and so constructed as to allow ready control of patrons, including viewing of identification to avoid underage persons being within the barricaded area. Signs shall be posted stating that no one shall leave the barricaded area with alcoholic beverages. Application must be made to proper State authorities for special permit for sale of alcoholic beverages. Special permit shall be available for inspection by the City at any time.
- The applicant shall assume full liability for all accidents or claims of accidents as a result of activities taking place at the special event and during the time the area is being readied for the event and while it is being cleaned up following the event. A copy of the insurance policy must be submitted to the City Manager's office prior to the event. The applicant must add the city as an additional insured on the policy. The policy is to be one of comprehensive general liability in the amount of not less than Three Hundred Thousand Dollars (\$300,000.00) for bodily injury per person and One Million Dollars (\$1,000,000.00) per occurrence and not less than One Hundred Thousand Dollars (100,000.00) for property damage per occurrence.
- The applicant will be responsible for the security or protection of any articles, items, merchandise, display tables, booths or other property owned by the applicant or others participating in the special event.
- Applicants must obtain any special use permits required by the Hickory Fire Inspector, must comply with all applicable provisions of the North Carolina Fire Code and must at all times insure that all fire lanes in the area to be used remain unobstructed.
- Applicants must comply with all Health Department regulations pertaining to the scheduled event.
- Applicants must comply with the requirements of the Hickory Sign Ordinance.
- Applications must comply with any and all local, state, and federal laws pertaining to equal opportunity and should make every effort to make events accessible to the disabled public. In addition, applicants shall not deny access or a vendor's booth to any group based on national origin, race, religion, age, sex, or disability.
- No person shall bring an animal, on a leash or otherwise, into the boundaries of this event. The boundaries and the interior of a special event shall consist of any area part of the event or parade route and shall include any public street, road, highway, sidewalk, alley, parking lot, grassy area, right-of-way or other publicly owned area. Exceptions shall include service dogs or other animals relied upon by persons with disabilities, and animals owned and controlled by public law enforcement agencies, or animals used by a vehicle for hire in accordance with applicable City ordinances. The special event operator and sponsor are responsible for immediately cleaning up and removing any animal waste from animals that are part of an authorized event, exhibit, or parade. All animal waste shall be disposed of properly. The event organizer may request a waiver from this ordinance. The sponsor shall submit plans specifying how the public will be protected from the animals. Requests shall be reviewed as part of the special event permitting process and may be approved or denied as part of that process. To request a waiver from this provision, please complete the appropriate section of the special event application.

Alzheimer's Association of Western Carolina
NAME OF NON-PROFIT ORGANIZATION

BRIEFLY DESCRIBE THE PURPOSE OF THE NON-PROFIT ORGANIZATION:
see Attached

LIST ORGANIZATIONS OFFICERS:

<u>Katherine Lambert, CEO</u>	TELEPHONE <u>980-498-7760</u>
<u>Meghan Lawton, Regional Manager</u>	TELEPHONE <u>828-514-0124</u>
	TELEPHONE

CHAIRPERSON OF THE SPECIAL EVENT:

<u>IBAF Shaylyn Ladd Co-Chair - Abernethy Laurels</u>	TELEPHONE
<u>Melissa Mooney Co-Chair - Brookdale Falling Creek</u>	

ADDRESS

The undersigned Applicant is aware of the rules regulating the use of Union Square Common, streets adjoining thereto and other public places and parks for special events, and will abide with the same; and further understands that the City of Hickory will not be responsible for the security or protection of any articles, items, merchandise, display tables, booths or other property owned by the applicant or others participating in the special event. The undersigned Applicant agrees to reimburse the City of Hickory for the additional cost of providing police department and/or fire department personnel to supervise the event, including services rendered both before, during and after the event itself, to ensure the compliance with all laws and ordinance, to direct traffic and to promote the safety and welfare of participants and other citizens.

1/27/16
Date

Meg Lawton - Regional Mgr
Alzheimer's Association of
Non-Profit Organization Western Carolina

Approved by:
[Signature]
CITY MANAGER

7/5/16
DATE

DATE APPROVED BY HICKORY CITY COUNCIL: _____

NORTH CAROLINA

RELEASE AND INDEMNITY AGREEMENT

CATAWBA COUNTY

THIS RELEASE AND INDEMNITY AGREEMENT, entered into by THE CITY OF HICKORY, a North Carolina Municipal Corporation, City, and the Alzheimer's Association of Western Carolina, a non-profit organization with its principal place of operation being Catawba County, North Carolina, Applicant;

WITNESSETH:

WHEREAS, City desires to allow the Applicant to conduct a special event within the City Limits of Hickory, North Carolina, pursuant to the Hickory City Code; and

WHEREAS, the Applicant desires to conduct a special event within the City Limits of Hickory, North Carolina; and

WHEREAS, to this end, said Applicant has previously filed with the City of Hickory an application for approval of said event, and wishes to enter into this Release and Indemnity Agreement pursuant to the Hickory City Code and the administrative rules of the City of Hickory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and for other good and sufficient consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. That the Applicant hereby completely and unequivocally releases the City, the officials of the City, and all employees of the City, and their families, from any and all claims, damages, injuries or rights of action which the Applicant may incur by reason of the special event being conducted by the Applicant.
2. That the Applicant hereby agrees to indemnify, defend, and hold harmless the City for any liability, injury or claim which may arise to the benefit of the Applicant as a result of the special event being conducted by the Applicant.

3. That the parties to this Release and Indemnity Agreement stipulate and acknowledge that there exists sufficient consideration for the execution of this instrument.

This the 27th day of January, 2016.

President

Mcfawton - Regional Mgr
Hy. Assoc. of Western NC

**ANIMAL SAFETY PLAN FOR
2016 HICKORY WALK TO END ALZHEIMER'S
SATURDAY 10/29/2016**

Participants may bring pets to the event under the following guidelines:

- The pet must be leashed and in the company of an adult 18 years of age or older at all times.
- The owner must be prepared to clean up after the pet immediately.
- Pet owners must be able to provide vaccination records upon request.
- Aggressive or poorly behaved pets & owners may be asked to leave at any time.

It is a national program standard to provide a first aid station, that includes a basic first aid kit and the availability of ice. There are many health care professionals on the event committee that possess standard first aid/CPR certifications, including the Alzheimer's Association event manager.

WALK EVENT DESCRIPTION

The Alzheimer's Association Walk to End Alzheimer's is the nation's largest event to raise awareness and funds for Alzheimer's care, support, and research. Held annually in more than 650 communities nationwide, this inspiring event calls on participants of all ages and abilities to reclaim the future for millions. Together, we can end this devastating disease, the nation's sixth-leading cause of death.

This event unites the entire community- family, friends, co-workers, social & religious groups and more – in a display of combined strength and dedication in the fight against the disease. While there is no fee to register, each participant is expected to fundraise in order to contribute to the cause and raise awareness. The Association provides free, easy-to-use tools and staff support to help each participant reach their fundraising goal.

Our Mission: To eliminate Alzheimer's disease through the advancement of research; to provide and enhance care and support for all affected; and to reduce the risk of dementia through the promotion of brain health.

Our Vision: A world without Alzheimer's Disease.

2015 Hickory WTEA
VOLUNTEER LIST & ASSIGNMENTS

*Volunteer
plan
(pg 1)*

STATION	LOCATION	Time Frame	COMMITTEE MEMBER	VOLUNTEERS	COMMENTS
Volunteer Check-In/Misc		by 7:30am	Teri Neiderhammer		8:30am at Registration
Greeters		by 8:30am	Melissa Zuzolo	Asja Guerrero Corie Blevins	
Flowers		by 8:45am	Suzanne Dyson	James Crossno* Mary Clark Tamara Faulkner	
T-shirts		by 8:30am	Rik Covallinski	Lisa Patton Savannah Hudson Kelsey Little	
Route Signage		by 8:00am	Melissa Z & Emily		
Food & Beverage		by 8:30am	Shaylyn Ladd		
Park Transit	Golf Cart(s)	Ready by 9am	Randy Harmon		*Route Safety
Water Station Attendants		by 10:00am	Bayada	Sigma Kaps (map)	
Route Safety/Cheer		by 10:15a,	Randy	Sigma Kaps (map)	
DJ/Audio Set-up		by 8:45am	DJ Soundstorms	n/a	
Finance Table		by 8:45am	Mark Bumgarner	n/a	
Banner Set-up	National Banner Local Banner Alz Banner Welcome Feather Feather Banners Promise Garden	by 8:45am by 8:45am 8:45am 8:45am 8:45am by 8:45am	Randy/Mark		8:30am to Registration

Volunteers (2)

REGISTRATION STATIONS			
Pre-registered		by 8:30am	Meghan
List Keeper			Cindy Taylor
List Keeper			Sara Teague
List Keeper			Melissa Teague
List Keeper			Thelma Norton
\$Runner			Mark Bumgarner
Token/Bracelet/Extra			Melissa Mooney
New registrations		by 8:30am	Meghan
Forms			Emily Harmon
Forms			Karen Wirebarger
\$ Runner			Mark Bumgarner
Token/Bracelet/Extra			Melissa Mooney

Committee Members	Station Assignment
Keith	Gray
Melissa	Mooney
Melissa	Zuzolo
Rik	Covallinski
Ron	Speight
Shaylyn	Ladd
Teri	Neiderhammer
Lori	Lindsey
	Food Table, Speaker
	Volunteer Coordinator
	TBA

alzheimer's  association®

the compassion to care, the leadership to conquer

Alzheimer's Association - Western Carolina Chapter

Who we are

The Alzheimer's Association is the leading voluntary health organization dedicated to helping those affected by Alzheimer's disease and related memory disorders. Since its founding in 1980, the Association has invested more than \$279 million in advancing research and is a catalyst for generating new knowledge about Alzheimer's disease and related disorders. The Western Carolina Chapter serves the 49 western counties in North Carolina. The main office is in Charlotte with satellite offices in Asheville, Greensboro, and Hickory.

How we can help

24-Hour Helpline at 1.800.272.3900 Call us to get answers to your questions about Alzheimer's or related neurological disorders from caring and knowledgeable professionals. We provide information and emotional support for family and professional caregivers, seven days a week, 24-hours a day.

Information & Referral Contact us to get accurate and up-to-date literature on Alzheimer's and related memory loss disorders, and referrals to many helpful resources in your community.

Care Consultations Through personal consultations, the professional staff of the Alzheimer's Association helps to guide individuals and families throughout their journey with Alzheimer's to enhance the quality of life for all whom are affected

Caregiver Support Groups Support groups provide opportunities for caregivers to receive emotional support, share their experiences, and learn from one another. These groups are free and open to the public.

Respite Referrals Alzheimer's disease affects the entire family. Caregivers who need a break can get information about respite services in their areas. Call 1.800.272.3900 for referrals.

Education programs

Community & Family Education You can attend *free* programs throughout our chapter area to learn more about Alzheimer's and related disorders, coping strategies for persons with dementia and caregivers, current research and brain health.

Professional Education We provide quality training at reasonable rates for professionals on a wide variety of topics related to dementia. We also offer continuing education contact hours.

2016 WTEA12 - HKy Site Plan + Route



Google earth

feet
meters

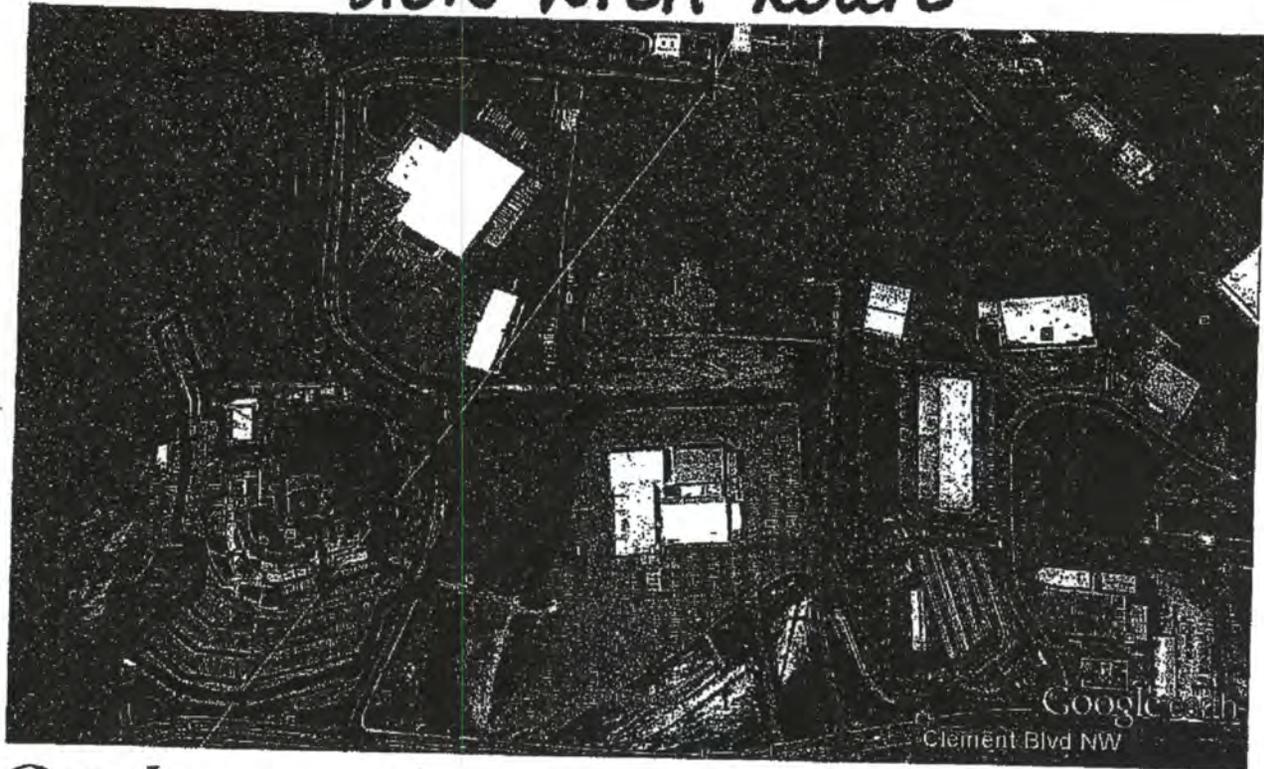
1000
300



Participant Parking
 Volunteer Parking

- * All park entrances will be available/open at all times.
- * No road closures necessary.
- * All festivities will be IN the stadium.
- * Restrooms + Trash provided by Crowdad's

2015 WTEA ROUTE



Google earth

feet
meters

1000

500



- START @ Office Parking Lot.
- (L) onto Road, up hill and around Pepsi.
- Return back down hill and (R) into Parking.
- Remain on outer parking rows, down the drive
- (L) towards Park. Follow to the end, round the lot and follow to the Clubhouse.
- Enter Stadium and make 1 lap.



City of Hickory
 PO Box 398
 Hickory, NC 28603
 Telephone
 828-323-7410
 Fax 828-323-7474

City of Hickory
Special Events/Activities Application
 (Must be submitted to Planning & Development)

SPECIAL EVENT APPLICATION

The purpose of this application is to provide information about your event or activity in order for various departments and agencies to determine if they need to be involved in the approval and/or permitting process. Depending on the specific event, a permit application and/or fee(s) from individual departments may be required.

The applicant is responsible for providing complete and accurate information on the application, including an attached detailed site plan. The applicant is also responsible for notifying the Planning Department of any changes. Incomplete applications will not be accepted. **For public property events a complete application should be submitted at least 90 days prior to the planned event to allow sufficient review time. For private property events a complete application should be submitted at least 30 days prior to the planned event. Public officials may contact you with specific questions. Any official may require a pre-planning meeting.

Applications and events are prioritized based on a first come-first served basis and the City may approve or disapprove an event's requested date based on availability of resources. Events that occur on an annual basis will receive priority the following year.

****If the event is to be held on public property, approval to use the property must be obtained from City Council; therefore the application must be submitted 90 days prior to the event.**

APPLICANT INFORMATION

Name of Event: NC Foothills Race for the Cure
 Applicant Name & Title: Gina Simmons, Event and Development Coordinator
 Organization: Susan G. Komen Northwest NC
 Mailing (Billing) Address: 1106 Burke Street
 City / State / Zip: Winston-Salem, NC 27101
 Daytime Phone: 336-721-0037 Cell: 336-430-7969 Email: gsimmons@komennorthwestnc.org
 Description of the Event: Fundraising run / walk to benefit Susan G. Komen Northwest NC

Does the event have a Twitter, Facebook or other social networking page? yes
 If yes, please list URL(s): www.komennorthwestnc.org

Event Address: 2500 Clement Blvd NW, Hickory NC 28601	
Date of Event: October 15, 2016	
Event Start Time: 8:00am	Event End Time: 2:00pm
Road Closure Begins (if applicable): 8:00am	Road Closure Ends (if applicable): Noon
Set-Up Begins: Friday at 8:00am	Clean-Up Ends: Saturday at 2:00pm
Preferred Date & Time of Inspection: 3:00pm, Friday, October 14	
Estimated Attendance: 2,000	
The Event is: <input type="checkbox"/> Private (by invitation only) or <input checked="" type="checkbox"/> Open to General Public	
Describe the procedures to be used for selecting participants and vendors for this event: Event is open to the public. Vendors will be sponsors that have donated \$2,500 or more.	

APPLICANT'S SIGNATURE *Gina Simmons* DATE: 5-19-16

A pre-planning meeting may be required and will be scheduled to include the appropriate staff. The event applicant must attend the meeting. The city reserves the right to require others to attend.

TENTS & MEMBRANE STRUCTURES

**** Tent** is a structure, enclosure, or shelter, with or without sidewalls or drops ******

Will tent(s) be used for the event? Yes No (If no, proceed to next section)

of Tent(s) _____ (fabric structure that is ENCLOSED with sidewalls or drops exceeding 400 square feet)

of Tent(s) _____ (fabric structure that is OPEN on all sides exceeding 700 square feet)

All tents are 10 x 10 pop ups. Approx. 20 on site.

Are there multiple tents without sidewalls placed side by side such that the total square footage of all the tents in this group exceeds 700 square feet without 12 feet of clear space between all other permanent and temporary structures? Yes No

**** Membrane** structure is an air-inflated or air supported structure ******

Will Membrane(s) be used for the event? Yes No (If no, proceed to next section)

of Membrane Structure(s) _____ exceeding 400 square feet

POWER SOURCES

Will you use electric generators? Yes No

If yes, will Power Distribution boxes be used? Yes No

Provide contact information for contractor supplying generator power:

Name: _____ Phone: _____ Email: _____

Will you use electric power from an existing structure? Yes No

If yes, will direct wiring to breakers be required? Yes No

Provide contact information for person responsible for setup of power:

Name: _____ Phone: _____ Email: _____

VOICE/MUSIC AMPLICATION

Are there any musical entertainment features related to your event? Yes No
(If no proceed to next section)

If yes, state the number of bands and type of music: Number of bands: 0

Type(s) of music: DJ

Will a portable or temporary stage be utilized? Yes No

If yes*, state the number of portable or temporary stages: 1

Provide contact information for contractor providing stage:

Name: Pete Subsara Phone: 828-322-3000 Email: psubsara@hickorycrawdads.com

A Temporary Stage Certification Form must be completed for Catawba County Building Services

Will your event use amplified sound? Yes No

If yes, please indicate times: Start time: 8:00am Finish time: 1:00pm

HAZARDOUS MATERIALS

Will the event have any hazardous materials such as propane, butane, gasoline, diesel tanks, helium cylinders or other upright tanks? Yes No
If yes, all tanks must be secured in a manner to prevent accidentally being knocked over. All helium tanks not being used shall have their caps in place.

Will there be any portable heaters? Yes No

Will there be any deep fat fryers? Yes No

Will there be any fireworks, lasers, torches, candles or pyrotechnics? Yes No
If yes, contact the City of Hickory Fire Prevention office at 828-323-7522 for more information.

ALCOHOL

Will alcoholic beverages be served? Yes No (If yes, NC ABC permit required)

Will alcoholic beverages be sold? Yes No (If yes, NC ABC permit required)

What type of alcohol will be served?
 Draft Beer Can/Bottle Beer Wine Liquor

Who will be serving the alcohol?

Times for alcohol to be served:

Locations within event site where alcohol will be served:

Have you applied for a North Carolina temporary ABC permit? Yes No

VENDORS

*List all commercial vendors who will be present during the event (serving, selling, sampling, or displaying).
 (Use additional sheet of paper if necessary)*

VENDOR NAME	ADDRESS	PHONE NUMBER(S)
TBD		

Does the event include mechanical rides, or other similar attractions? Yes No
 If yes, please describe attractions:

Applicants contracting with amusement ride companies are required to provide the City of Hickory with a certificate of insurance, naming applicant and the City of Hickory (if applicable) as additional insured on general liability.

VENDORS

Does the event include food vendors? Yes No

If the event will have food vendors, please check the following that apply:
 Served Sold Free Catered Prepared Outdoors
An applicant having any food service must contact the Catawba County Health Department at (828) 465-8270 for approval of any food preparation or service.

Does the event include food concession and/or cooking areas? Yes No

If yes, please list each vendor and specify cooking method (Gas, Electric, Charcoal, Other)
(Use additional sheet if necessary)

VENDOR	COOKING METHOD	FOOD ITEM

Fire Code requires a fire extinguisher at each cooking location. Food and beverages shall not be sold at an event unless approved and licensed, if necessary, by the Catawba County Health Department. Event organizers are responsible for arranging health inspections for their events.

EVENT SCHEDULE

Provide a detailed schedule of the event including dates and times for entertainment, activities, hours of event, start time, finish time, etc. If the event requires an extended time frame for set-up, include details with a timeline listing the times and locations where streets or public property will be impacted and when dismantling will be completed. (Use additional sheet of paper if necessary)

DATE	TIME	ACTION	ADDITIONAL NOTES
10/14	8:00am	Setup	
10/14	5:00pm	End Setup	
10/15	6:00am	Volunteers Arrive	
10/15	8:00am	Annoucements Start	
10/15	8:30am	Race Starts	
10/15	9:00am	Post Race Activites	
10/15	11:30am	Closing Ceremonies	
10/15	Noon	Clean up	

SITE PLAN

Please attach a detailed Site-Plan sketch of the event. Include maps, outline or diagram of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. The plan should include the following information (if applicable):

- Location of the event/activity on the property with approximate distances from roads, fire hydrants, existing buildings, etc.
- Location of temporary structures that will be used during the event. Must indicate size of temporary structures, distances between temporary structures and existing buildings.
- Identify how each temporary structure will be used. Example: type of vendor, food preparation, alcohol sales, etc.
- Identify location of all cooking devices and open flames.
- Location of all fencing, barricades, or other restrictions that will impair access to and from the event or property.
- Identify all designated parking areas.
- Identify location of any generators and fuel storage.

WALK, RUN, CYCLE EVENTS ON PUBLIC ROADWAYS

Number of participants expected: 2,000 % of participants expected under 18: 40%

*Must be at least 100 participants and no more than 2,000 per route.

Number of volunteers expected: 100 % of volunteers expected under 18: 20%

Check the approved City/NCDOT Route on public roadways below

- 5K 1 Downtown 5k** (Not allowed on Saturdays during the Downtown Hickory Farmers Market: Mid April-November)
- 5K 2 Hickory Foundation YMCA** (Can start and finish in Downtown District or other locations on route)
- 5K 3 FRMC 5K** (Can start and finish in Downtown District or other locations on route)
- 5K 4 Neill Clark Park 5k** (Must contact Parks and Recreation Director Mack McLeod mmcleod@hickorync.gov or 828-322-7046 and submit email confirmation with Special Event application.)
- 5K 5 Winkler Park 5k** (Must contact Parks and Recreation and Hickory Crawdads and submit email confirmation with Special Event application. Approval from Mack McLeod 828-322-7046 or mmcleod@hickorync.gov and Hickory Crawdads Mark Seaman 828-322-3000 or mseaman@hickorycrawdads.com.)
- 5K 6 LRU 5K** (Must clear route with LRU before submitting Special Event application. (Can start and finish in various locations, including First Methodist Church)
- 10K 1** Hickory Foundation YMCA (Can start and finish in Downtown District)
- 10K 2** Do a 5k route twice, which 5k route? _____
- Half Marathon 1** (13.1 miles)
- Cycle Route 1** (10 mile)
- Cycle Route 2** (32 mile)

APPROVED ROUTES/EVENTS AT THE AIRPORT AND PUBLIC PARKS

AIRPORT ROUTE

___ Hickory Regional Airport 5k ___ Approval from Airport Manager Terry Clark

*The second and fourth Saturdays have existing events in the morning hours. Check with Airport Manager Terry Clark 828-323-7408 or telark@hickorync.gov on availability.

Name the new date proposed and time: _____

(Please include email confirmation with approval to use airport with application.)

PUBLIC PARKS ROUTES

Approval for park use may be obtained from Parks and Recreation Director Mack McLeod 828-322-7046 or mmcleod@hickorync.gov

Hickory City Park to Geitner-Rotary Park 5k via paved

(Please include email confirmation with approval to use park with application.)

Henry Fork River Regional Recreation Park

(Please include email confirmation with approval to use park with application.)

Neill W. Clark Jr. Recreation Park - **Event within park, could be different activities on fields**

(Please include email confirmation with approval to use park with application.)

Highland Recreation Center at Stanford Park Options

3.2 option 3.1 option 4.5 option – **All options along sidewalks**

(Please include email confirmation with approval to use park with application.)

ADDITIONAL GUIDELINES AND REQUIREMENTS

Please initial all guidelines below and provide the information requested at the time the application is submitted.

Must use a preapproved route from the City/NCDOT and/or preapproved neighborhood route and/or track or one of the options not on roadways that are available at the airport or at a park. *DP*

Must include a certificate of liability insurance for walk, run, and/or cycle event if the start/finish are on public property. *DP*

Must include a plan for volunteers for events with an anticipated attendance of 100 participants or more (how many, their duties). *DP*

Must include a parking plan for participants and volunteers (can be included in site plan). *DP*

The provision of twenty foot (20') minimum emergency access lanes throughout the event site. *DP*

Temporary signs may be used to mark a course. No markings of any kind (permanent or temporary) are allowed on roadways, sidewalks, or parking lots. *DP*

Any unauthorized traffic control device or other sign or message placed on the highway right-of-way by a private organization or individual constitutes a public nuisance and should be removed. Any violations of this policy will result in disapproval of future event(s). *DP*

Do not assume, advertise, or promote your event until you have a signed permit from the Hickory Police Department, along with permission from city staff and Hickory City Council. Conflicts do arise and changes to the request may be necessary. *DP*

ATTACHMENTS CHECKLIST

In addition to the Special Event Application form, the following supporting documents are required to complete your application package and begin the review process:

All Events:

- Site Plan Sketch
- Parking Plan for participants and volunteers (May be included in site plan)
- Volunteer Plan for events with an anticipated attendance of 100 participants or more (how many, their duties)

All Public Property Events:

- Certificate of Insurance listing the City of Hickory as certificate holder and additional insured.

-Public Property Event at a Public Park:

- Email from Parks and Recreation Director Mack McLeod indicating approval of the event date

-Public Property Event at the Airport:

- Email from Airport Director Terry Clark indicating approval of the event date

-Waiver Request

- I am requesting a waiver from the Section which prohibits animals from special events on City property. I have included the required safety plan with the application.

**** THIS SECTION IS ONLY TO BE COMPLETED IF REQUESTING TO HOLD AN EVENT ON UNION SQUARE COMMON, STREETS ADJOINING THERETO OR OTHER PUBLIC PLACES, PARKS, AND THE AIRPORT ****

USE OF UNION SQUARE AND OTHER PUBLIC PLACES

RULES REGULATING THE USE OF UNION SQUARE COMMON, STREETS ADJOINING THERETO AND OTHER PUBLIC PLACES, PARKS AND THE AIRPORT FOR SPECIAL EVENTS

- Special events may be held in one or more of the following areas:
 - Union Square Common, north of the Southern Railway tracks, east of Third Street, NW, and west of Second Street, NW.
 - Streets adjoining Union Square, including Third Street, NW, between the Southern Railway tracks and the northern margin of First Avenue, NW; First Avenue, NW between Third Street, NW and Second Street, NW; Second Street, NW from the Southern Railway tracks to the northern margin of First Avenue, NW; and Trade Alley.
 - Any other public building, park or property owned or possessed by the City of Hickory which, by its nature, is suitable for any certain special event that may be applied for, provided that said event remains open to the public at large.
- The City Council reserves the right to reject any application as to the use of any area described above for any special event. If the City Council learns that the event or vendors participating were misrepresented to the City Council or that the event in any way fails to comply with the rules regulating the use of Union Square Common or fails to comply with any applicable local, state, or federal laws, it reserves the right to rescind any approved application up to and during the course of the event. In the case of a special event being held at a City-owned facility for which a rental fee is usually charged, the normal rental fee shall be charged to the applicant unless the City Council waives such rental.
- Application must be filed in the City Manager's Office at least ninety (90) days prior to the time that the applicant desires to first take possession of the area to make preparations for the special event. The applicant for a special event must be a non-profit organization, organized and existing for the purpose of either some charitable or public benefit or for the promotion of business in the Downtown Area of Hickory. In addition, said non-profit organization may at the request of the Council be required to produce evidence of their non-profit corporation status as defined by state and federal laws. In addition, procedures to be used for selecting participants and vendors must be included with the application.
- The applicant shall provide to the City Manager at least two (2) weeks prior to the beginning of the public participation in the special event a list of all of the vendors or others having booths or display tables during the special event. No other persons may sell merchandise or operate any booth or display tables during the special event, unless the applicant, in writing, requests the City Manager to amend such list accordingly and permission is granted.
- No motor vehicles or other large equipment or manufactured items or livestock will be permitted within the area unless they are clearly identified and described and the proposed location is stated in the application and specific approval is given.
- The size, type of construction and location of display tables and booths must be described generally in the application; all construction must be safe and self-sustaining; no spikes or other holding devices may be driven into the ground of any street, sidewalk or tied to any tree.
- When food preparation, painting and/or pottery -making activities or similar activities are held, appropriate protective materials must be placed over any paved or brick areas for protection.

- No tents may be placed in the area without being described and exhibited to the Fire Prevention Inspectors of the Hickory Fire Department and special approval by the City Council.
- Public address systems can be used only if specifically requested in the application and special permission given, including limitations as to use.
- Sufficient portable toilets shall be provided for the expected number of participants.
- If the applicant desires to sell alcoholic beverages, it shall specifically so state in its application and shall provide a sketch of the area where the same will be sold and consumed. The area shall be delineated by barricades, with the entrance to be clearly marked and so constructed as to allow ready control of patrons, including viewing of identification to avoid underage persons being within the barricaded area. Signs shall be posted stating that no one shall leave the barricaded area with alcoholic beverages. Application must be made to proper State authorities for special permit for sale of alcoholic beverages. Special permit shall be available for inspection by the City at any time.
- The applicant shall assume full liability for all accidents or claims of accidents as a result of activities taking place at the special event and during the time the area is being readied for the event and while it is being cleaned up following the event. A copy of the insurance policy must be submitted to the City Manager's office prior to the event. The applicant must add the city as an additional insured on the policy. The policy is to be one of comprehensive general liability in the amount of not less than Three Hundred Thousand Dollars (\$300,000.00) for bodily injury per person and One Million Dollars (\$1,000,000.00) per occurrence and not less than One Hundred Thousand Dollars (100,000.00) for property damage per occurrence.
- The applicant will be responsible for the security or protection of any articles, items, merchandise, display tables, booths or other property owned by the applicant or others participating in the special event.
- Applicants must obtain any special use permits required by the Hickory Fire Inspector, must comply with all applicable provisions of the North Carolina Fire Code and must at all times insure that all fire lanes in the area to be used remain unobstructed.
- Applicants must comply with all Health Department regulations pertaining to the scheduled event.
- Applicants must comply with the requirements of the Hickory Sign Ordinance.
- Applications must comply with any and all local, state, and federal laws pertaining to equal opportunity and should make every effort to make events accessible to the disabled public. In addition, applicants shall not deny access or a vendor's booth to any group based on national origin, race, religion, age, sex, or disability.
- No person shall bring an animal, on a leash or otherwise, into the boundaries of this event. The boundaries and the interior of a special event shall consist of any area part of the event or parade route and shall include any public street, road, highway, sidewalk, alley, parking lot, grassy area, right-of-way or other publicly owned area. Exceptions shall include service dogs or other animals relied upon by persons with disabilities, and animals owned and controlled by public law enforcement agencies, or animals used by a vehicle for hire in accordance with applicable City ordinances. The special event operator and sponsor are responsible for immediately cleaning up and removing any animal waste from animals that are part of an authorized event, exhibit, or parade. All animal waste shall be disposed of properly. The event organizer may request a waiver from this ordinance. The sponsor shall submit plans specifying how the public will be protected from the animals. Requests shall be reviewed as part of the special event permitting process and may be approved or denied as part of that process. To request a waiver from this provision, please complete the appropriate section of the special event application.

Susan G. Kome Northwest NC
NAME OF NON-PROFIT ORGANIZATION

BRIEFLY DESCRIBE THE PURPOSE OF THE NON-PROFIT ORGANIZATION:
Mission is to empower people with breast health education, ensure quality care for all, and energize science to find the cures for breast cancer.

LIST ORGANIZATIONS OFFICERS:

<u>Roberta King-Latham</u>	<u>336-414-6987</u>
	TELEPHONE
<u>Ashley Kohrus</u>	<u>336-749-0029</u>
	TELEPHONE
<u>Christine Braa</u>	<u>336-575-3283</u>
	TELEPHONE

CHAIRPERSON OF THE SPECIAL EVENT:

<u>Gina Simmons</u>	<u>336 721 0037</u>
NAME	TELEPHONE

1106 Burke Street Winston-Salem NC
ADDRESS
27101

The undersigned Applicant is aware of the rules regulating the use of Union Square Common, streets adjoining thereto and other public places and parks for special events, and will abide with the same; and further understands that the City of Hickory will not be responsible for the security or protection of any articles, items, merchandise, display tables, booths or other property owned by the applicant or others participating in the special event. The undersigned Applicant agrees to reimburse the City of Hickory for the additional cost of providing police department and/or fire department personnel to supervise the event, including services rendered both before, during and after the event itself, to ensure the compliance with all laws and ordinance, to direct traffic and to promote the safety and welfare of participants and other citizens.

May 27, 2016
Date

Roberta King Latham
President
Roberta King Latham,
Non-Profit Organization Komen NC
President, Board of Directors

Approved by:
[Signature]
CITY MANAGER

7/7/16
DATE

DATE APPROVED BY HICKORY CITY COUNCIL: _____

NORTH CAROLINA

RELEASE AND INDEMNITY AGREEMENT

CATAWBA COUNTY

THIS RELEASE AND INDEMNITY AGREEMENT, entered into by THE CITY OF HICKORY, a North Carolina Municipal Corporation, City, and the Susan G. Komen Northwest NC, a non-profit organization with its principal place of operation being _____ County, North Carolina, Applicant:

WITNESSETH:

WHEREAS, City desires to allow the Applicant to conduct a special event within the City Limits of Hickory, North Carolina, pursuant to the Hickory City Code; and

WHEREAS, the Applicant desires to conduct a special event within the City Limits of Hickory, North Carolina; and

WHEREAS, to this end, said Applicant has previously filed with the City of Hickory an application for approval of said event, and wishes to enter into this Release and Indemnity Agreement pursuant to the Hickory City Code and the administrative rules of the City of Hickory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and for other good and sufficient consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. That the Applicant hereby completely and unequivocally releases the City, the officials of the City, and all employees of the City, and their families, from any and all claims, damages, injuries or rights of action which the Applicant may incur by reason of the special event being conducted by the Applicant.
2. That the Applicant hereby agrees to indemnify, defend, and hold harmless the City for any liability, injury or claim which may arise to the benefit of the Applicant as a result of the special event being conducted by the Applicant.

3. That the parties to this Release and Indemnity Agreement stipulate and acknowledge that there exists sufficient consideration for the execution of this instrument.

This the 20th day of May, 2016.
[Signature]
President



Winkler Park 5K

PUBLIC ACCESS BOTH PEDESTRIAN & VEHICULAR TO THE PLAYGROUND, PICNIC SHELTER AND ACTIVITY CENTER AT WINKLER PARK MUST REMAIN OPEN AT ALL TIMES DURING THE EVENT.

PUBLIC ACCESS BOTH PEDESTRIAN & VEHICULAR TO THE PLAYGROUND, PICNIC SHELTER AND ACTIVITY CENTER AT WINKLER PARK MUST REMAIN OPEN AT ALL TIMES DURING THE EVENT.



RE: Race Day Layout

Mack Mcleod <mmcleod@hickorync.gov>

Thu 5/19/2016 1:00 PM

to: Gina Simmons <gsimmons@komennorthwestnc.org>;

Approval is granted for the use of Winkler Park under the following stipulations:

- 1) Extreme care must be taken to protect the turfgrass areas at the exterior front entrance of L.P. Frans Stadium, with foot traffic kept to a minimum.
- 2) Public access(both pedestrian and vehicular) to the playground, picnic shelter and activity center at Winkler Park must remain open at all times during the event.

Mack McLeod

Parks and Recreation Director

mmcleod@hickorync.gov

Hickory Parks and Recreation

1451 8th Street Drive NE

Hickory, NC 28601

Phone: 828-261-2247 Fax: 828-323-1042

<http://www.hickorync.gov>



From: Gina Simmons [mailto:gsimmons@komennorthwestnc.org]

Sent: Wednesday, May 11, 2016 2:58 PM

To: Mack Mcleod <mmcleod@hickorync.gov>

Subject: Race Day Layout

Mr. Mcleod,

I have attached our preliminary race day layout for your review. Once you approve we will start on the permit! Thanks for all of your help! I look forward to hearing from you.

Gina Simmons

Event and Development Coordinator

ActivityCategoryName	ActivityName	MinimumNeeded
Race For The Cure	Clean-up	1
Race For The Cure	Education Table	10
Race For The Cure	Food Tent	6
Race For The Cure	Ford Tent	4
Race For The Cure	Ford Tent	4
Race For The Cure	Kid Zone	4
Race For The Cure	Lost & Found/ Info. Table	3
Race For The Cure	Merchandise Tent	4
Race For The Cure	New Balance Tent	4
Race For The Cure	Parking Volunteers	20
Race For The Cure	Race Course Cheerleaders	30
Race For The Cure	Race course timers	1
Race For The Cure	Race for the Cure setup	8
Race For The Cure	Race for the Cure setup	8
Race For The Cure	Registration Tent	10
Race For The Cure	Start Line Volunteers	10
Race For The Cure	Survivorship in Action Processional	1
Race For The Cure	Susan's Garden	1
Race For The Cure	Team Packet Assembly	10
Race For The Cure	Team Packet Pick-Up	6
Race For The Cure	Team Packet Pick-Up	6
Race For The Cure	Team Packet Pick-Up	6
Race For The Cure	Team Packet Pick-Up	6
Race For The Cure	Team T-Shirt Contest Table	2
Race For The Cure	Team Village	2
Race For The Cure	T-Shirt Folding	6
Race For The Cure	T-Shirt Folding	6
Race For The Cure	Volunteer Tent/Table	3
Race For The Cure	Water Stop Volunteers	3
Race For The Cure	Water Stop Volunteers on Race Course	10

Additional Remarks Schedule (Continued from Page 1)

Certificate Holder's relationship to event: Race site property owner

Certificate Holder is included as Additional Insured under General Liability when required by written contract regarding their interest in the operations of the Named Insured.

Additional Remarks Schedule-Con't

**COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

As required by any Municipality, by agreement with any Governmental Entity,
or as required by Written Contract executed prior to a loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

however:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

COUNCIL AGENDA MEMOS

6
To: City Manager's Office
From: Mike Woods, IT Manager
Contact Person: Mike Woods, IT Manager
Date: 06-23-2016
Re: Western Piedmont Council of Governments

REQUEST

Approve the Application Development contract with Western Piedmont Council of Governments in the amount of \$87,996.00 to provide continued services and support for FY16/17.

BACKGROUND

Western Piedmont Council of Governments has provided many departments of the City with application development and general GIS services for many years.

ANALYSIS

The services they provide continue to be valuable resource to the Council, City Staff, and members of the community at large. Funds are included in FY 2016/2017 budget.

RECOMMENDATION

Approve the Application Development contract with Western Piedmont Council of Governments in the amount of \$87,996.00 to provide continued services and support for FY16/17.

BUDGET ANALYSIS:

Budgetary Action

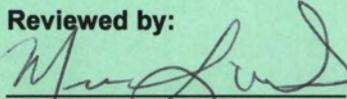
Is a Budget Amendment required?

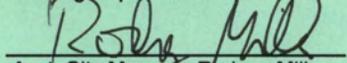
Yes

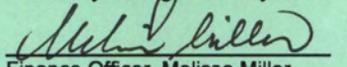
No

LIST THE EXPENDITURE CODE:

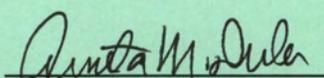
Reviewed by:

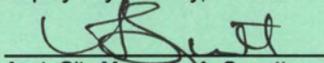

Initiating Department Head
6-23-16
Date

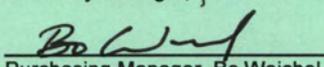

Asst. City Manager Rodney Miller
6-23-16
Date


Finance Officer, Melissa Miller
7-8-16
Date

Date


Deputy City Attorney, A. Dula
7-8-16
Date


Asst. City Manager, A. Surratt
7-8-16
Date


Purchasing Manager, Bo Weichel
7-11-16
Date

Recommended for approval and placement on _____ Council agenda (as Consent, Public Hearing, Informational, Department Report, etc).


Interim City Manager, A. Surratt

7/8/16
Date

A CONTRACT PROPOSAL FOR:

**THE PROVISION OF APPLICATION DEVELOPMENT SERVICES FOR THE CITY OF
HICKORY'S GEOGRAPHIC INFORMATION SYSTEM (GIS)**

PREPARED FOR:

**MIKE WOODS
INFORMATION TECHNOLOGY MANAGER, CITY OF HICKORY**

**PREPARED BY:
THE WESTERN PIEDMONT COUNCIL OF GOVERNMENTS
PO BOX 9026
HICKORY, NC 28603**

JUNE 22, 2016

WPCOG CONTRACT NO. _____
 CITY OF HICKORY CONTRACT NO. _____

**AGREEMENT BETWEEN
 THE WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
 THE CITY OF HICKORY
 FOR THE PROVISION OF APPLICATION DEVELOPMENT SERVICES FOR THE CITY OF
 HICKORY'S GEOGRAPHIC INFORMATION SYSTEM (GIS)
 JULY 1, 2016 TO JUNE 30, 2017**

This **AGREEMENT**, entered into on the _____ day of _____, 2016, by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and the City of Hickory (hereinafter referred to as the "Local Government"); WITNESSETH THAT:

WHEREAS, the Planning Agency is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Planning Agency on April 17, 1972. Technical assistance shall consist of the provision of services as described in **EXHIBIT A.**, which is herein made part of this Contract;

WHEREAS, the Local Government has requested the Planning Agency to provide such technical assistance to the Client; and

WHEREAS, the Planning Agency desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Personnel.** That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel to the Local Government to perform work as shown in **EXHIBIT A.**, pages 4-6, of this agreement.
2. **Travel/Printing.** The Local Government will pay for expenses related to conferences, conventions, seminars, local travel, etc. of the personnel when the Local Government requests or approves travel related to this project, or if it is beneficial to both parties, the costs will be shared on an agreed upon ratio.

When approved by the Local Government Contract Manager, the Local Government will also pay for expenses related to printing of report(s), mailings to advisory boards, and other costs not related to normal travel and staffing costs associated with personnel furnished by the Planning Agency.

3. **Compensation.** That for the purpose of providing the funds for carrying out this Contract, the Local Government will pay the Planning Agency a lump sum fee of \$87,996.00 (eighty-seven thousand, nine hundred ninety-six dollars and no cents). This

- fee will be billed in equal monthly payments of \$7,333.00 (seven thousand, three hundred thirty-three dollars and no cents) for 12 months during the period beginning July 1, 2016 and ending June 30, 2017.
4. **Modifications.** If there is a need to amend the proposal outlined in **EXHIBIT A.**, either party may do so with written approval of the other.
 5. **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be provided during the period beginning July 1, 2016 and ending June 30, 2017.
 6. **Interest of Members, Officers, or employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its 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 the respect to the program during his/her tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this AGREEMENT. Immediate family members of the said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
 7. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, section 109.
 8. **Age Discrimination Act of 1975, as amended.** No qualified person shall, on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to the discrimination under any program or activity which receives or benefits from federal financial assistance.
 9. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified handicapped person shall, on the basis handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to the discrimination under any program or activity which receives or benefits from federal financial assistance.

IN WITNESS WHEREOF, the Planning Agency and the Local Government have executed this AGREEMENT as of the date first above written.

**LOCAL GOVERNMENT:
CITY OF HICKORY**

**PLANNING AGENCY:
WESTERN PIEDMONT COUNCIL OF
GOVERNMENTS**

By: _____
City Manager

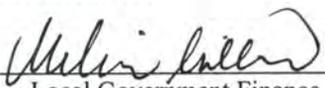
By: _____
Executive Director

By: _____
Clerk

By: _____
Chairman

Preaudit Statement:

This instrument has been preaudited in the manner prescribed by the Local Government Budget and Fiscal Control Act.

By: 
Local Government Finance Officer

Approved as to form

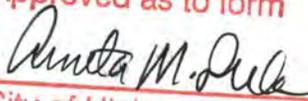

City of Hickory – Legal Dept.

EXHIBIT A.**AGREEMENT FOR THE PROVISION OF APPLICATION DEVELOPMENT SERVICES FOR
THE CITY OF HICKORY'S GEOGRAPHIC INFORMATION SYSTEM (GIS)
JULY 1, 2016 to JUNE 30, 2017****I. WORK PROGRAM/BUDGET**

This is an Exhibit attached to and made a part of the _____, 2016 AGREEMENT between the Western Piedmont Council of Governments (WPCOG) (hereinafter referred to as the "Planning Agency") and the City of Hickory (hereinafter referred to as "Local Government") providing for technical assistance services for the operation of the Local Government's Geographic Information System (GIS). The basic services of the Planning Agency are stipulated as indicated below.

II. WORK PROGRAM/SCOPE OF SERVICES

The general scope of services called for in this work program requires the Planning Agency, on the behalf of the Local Government, to provide professional staff time to promote the use of GIS, provide assistance in the use of GIS technology, and develop and produce GIS applications for a contract period of 12 months. The ultimate intent of this project is to promote the use of GIS, provide in house GIS user support, analyze GIS needs and design and produce GIS applications to access existing data sets and perform various types of spatial analysis for departments within the City of Hickory. Various development environments will be utilized along with selected GIS products from ESRI and other tools as needed. Work will be done based on priorities established by the Local Government GIS Team for the contract period of twelve months, with the total number of hours not to exceed 2,080 annually.

III. DESCRIPTION OF SERVICES PROVIDED

The following activities are illustrative of the services to be provided by the Planning Agency to the Local Government.

A. Manage Application Development

1. Provide the Information Technology Manager with an assessment of the GIS application development and support on a quarterly basis.
2. Maintain a status / priority list of development activities.
3. Attend City GIS Team meetings.
4. Attend Catawba County GIS Consortium meetings.
5. WPCOG Contract Manager and Contract Supervisor will meet periodically with department heads to assess performance.

B. User Assistance and Design, Development, and Implementation of GIS Applications

1. Assist various users within the Local Government in the use of GIS Technology.
2. Maintain the Local Government ArcSDE software, server, and databases.
3. Maintain the Local Government ArcGIS Online/ArcServer Applications.
4. Meet with department heads to scope GIS needs.
5. Analyze GIS technology and recommend solutions to departmental needs.
6. Design required applications.
7. Develop required applications.
8. Implement required applications.
9. Train appropriate staff in the use of the required applications.
10. Look to the City's GIS Team and the Information Technology Manager in case of conflicting priorities.

IV. OPERATIONS, RESOURCES AND SUPPORT RESPONSIBILITIES

- A.** A Planning Agency staff member will provide services in the Design, Development, and Implementation of GIS Applications from the physical location of the Local Government **and** Planning Agency offices. This person will be assisted in various facets of the contract by GIS staff from the Planning Agency office.
- B.** The Planning Agency will dedicate a full-time staff person exclusively to meet GIS application development needs. This staff member will require the latitude to work the standard Planning Agency schedule (8:15am to 5:00pm M-F), attend all Planning Agency staff meetings, observe Planning Agency annual leave and sick leave policies, and observe all Planning Agency holidays as closely as possible. The staff member will spend time primarily at the Local Government offices as well as the Planning Agency as needed.
- C.** The Local Government will be responsible for providing suitable office space and maintaining a workstation and any software necessary to meet the requirements of this contract.
- D.** The Local Government will be responsible for maintaining the necessary ArcGIS/ArcServer software licenses for both Local Government and Planning Agency use in operation of the Local Government's GIS. Dollar amounts to assist the Planning Agency in the maintenance and development of the ArcGIS Online/ArcServer and ArcSDE servers and software are included in this contract.
- E.** With prior approval by the Local Government Contract Manger, the Planning Agency will look to the Local Government to provide transportation and subsistence resources as a preferred option or reimburse Planning Agency staff for subsequent major travel or travel related expenses that occur in the completion of GIS project required field work and conference attendance and training. It will also be beneficial and necessary to attend the ESRI User Conference and the North Carolina GIS Conference. The nature of GIS application development requires frequent training and interaction with peers in the field. Dollar amounts for above mentioned training and conferences are included in this contract.

F. Planning Agency staff contacts for purposes of this contract are:

- Scott Miller, Contract Supervisor/Manager
- Daniel Ezell, GIS Analyst

G. City of Hickory staff contacts for purposes of this contract are:

- Mike Woods, Contract Manager

V. FEES

The Planning Agency proposes to provide the services described in Section III. for a lump sum fee of \$87,996.00 (eighty-seven thousand, nine hundred ninety-six dollars and no cents). This fee will be billed in equal monthly payments of \$7,333.00 (seven thousand, three hundred thirty-three dollars and no cents) for 12 months during the period beginning July 1, 2016 and ending June 30, 2017.

P:\PlanCDGIS\GIS\COH_GIS_SW\AP_17.DOCX

7

COUNCIL AGENDA MEMOS

Exhibit VIII.J.

To: City Manager's Office
From: Mike Woods, IT Manager
Contact Person: Mike Woods, IT Manager
Date: 06-23-2016
Re: Western Piedmont Council of Governments

REQUEST

Approve the Technical Assistance Services contract with Western Piedmont Council of Governments in the amount of \$74,340.00 to provide continued services and support for FY16/17.

BACKGROUND

Western Piedmont Council of Governments has provided many departments of the City with application development and general GIS services for many years.

ANALYSIS

The services they provide continue to be valuable resource to the Council, City Staff, and members of the community at large. Funds are included in FY2016/2017 budget.

RECOMMENDATION

Approve the Technical Assistance Services contract with Western Piedmont Council of Governments in the amount of \$74,340.00 to provide continued services and support for FY16/17.

BUDGET ANALYSIS:

Budgetary Action

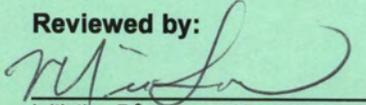
Is a Budget Amendment required?

Yes

No

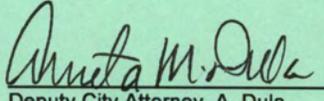
LIST THE EXPENDITURE CODE:

Reviewed by:



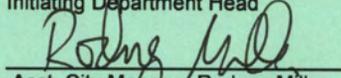
Initiating Department Head

6-23-16
Date



Deputy City Attorney, A. Dula

7-8-16
Date



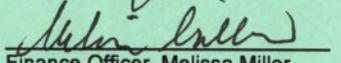
Asst. City Manager Rodney Miller

6-23-16
Date



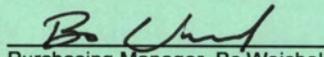
Asst. City Manager, A. Surratt

7/8/16
Date



Finance Officer, Melissa Miller

7-8-16
Date

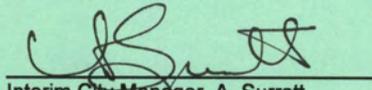


Purchasing Manager, Bo Weichel

7-11-16
Date

Date

Recommended for approval and placement on _____ Council agenda (as
Consent, Public Hearing, Informational, Department Report, etc).



Interim City Manager, A. Surratt

7/8/16
Date

A CONTRACT PROPOSAL FOR:

**THE PROVISION OF
TECHNICAL ASSISTANCE SERVICES IN THE OPERATION OF THE CITY OF
HICKORY'S GEOGRAPHIC INFORMATION SYSTEM
(GIS)**

PREPARED FOR:

**MIKE WOODS
INFORMATION TECHNOLOGY MANAGER, CITY OF HICKORY**

**PREPARED BY:
THE WESTERN PIEDMONT COUNCIL OF GOVERNMENTS
PO BOX 9026
HICKORY, NC 28603**

JUNE 22, 2016

WPCOG CONTRACT NO. _____
CITY OF HICKORY CONTRACT NO. _____

**AGREEMENT BETWEEN
THE WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
THE CITY OF HICKORY
FOR THE PROVISION OF TECHNICAL ASSISTANCE SERVICES IN THE OPERATION OF
THE CITY OF HICKORY'S GEOGRAPHIC INFORMATION SYSTEM (GIS)
JULY 1, 2016 TO JUNE 30, 2017**

This **AGREEMENT**, entered into on the _____ day of _____, 2016, by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and the City of Hickory (hereinafter referred to as the "Local Government"); WITNESSETH THAT:

WHEREAS, the Planning Agency is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Planning Agency on April 17, 1972. Technical assistance shall consist of the provision of services as described in **EXHIBT A.**, which is herein made part of this Contract;

WHEREAS, the Local Government has requested the Planning Agency to provide such technical assistance to the Client; and

WHEREAS, the Planning Agency desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Personnel.** That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel to the Local Government to perform work as shown in **EXHIBIT A.**, pages 4-6, of this agreement.
2. **Travel/Printing.** The Local Government will pay for expenses related to conferences, conventions, seminars, local travel, etc. of the personnel when the Local Government requests or approves travel related to this project, or if it is beneficial to both parties, the costs will be shared on an agreed upon ratio.

With prior approval by the Local Government Contract Manager, the Local Government will also pay for expenses related to printing of report(s), mailings to advisory boards, and other costs not related to normal travel and staffing costs associated with personnel furnished by the Planning Agency. An amount of \$500 has been included in the contract fee to cover the purchase of plotting supplies/services.

- 3. **Compensation.** That for the purpose of providing the funds for carrying out this Contract, the Local Government will pay the Planning Agency a lump sum fee of \$74,340.00 (seventy-four thousand, three hundred forty dollars and no cents). This fee will be billed in equal monthly payments of \$6,195.00 (six thousand, one hundred ninety-five dollars and no cents) for 12 months during the period beginning July 1, 2016 and ending June 30, 2017.
- 4. **Modifications.** If there is a need to amend the proposal outlined in **EXHIBIT A.**, either party may do so with written approval of the other.
- 5. **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be completed and all GIS products, maps, and data layers shall be provided during the period beginning July 1, 2016 and ending June 30, 2017.
- 6. **Interest of Members, Officers, or employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its 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 the respect to the program during his/her tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this AGREEMENT. Immediate family members of the said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
- 7. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, section 109.
- 8. **Age Discrimination Act of 1975, as amended.** No qualified person shall, on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to the discrimination under any program or activity which receives or benefits from federal financial assistance.
- 9. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified handicapped person shall, on the basis handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to the discrimination under any program or activity which receives or benefits from federal financial assistance.

IN WITNESS WHEREOF, the Planning Agency and the Local Government have executed this AGREEMENT as of the date first above written.

LOCAL GOVERNMENT:
CITY OF HICKORY

PLANNING AGENCY:
WESTERN PIEDMONT COUNCIL OF
GOVERNMENTS

By: _____
City Manager

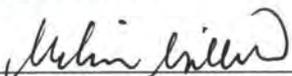
By: _____
Executive Director

By: _____
Clerk

By: _____
Chairman

Preaudit Statement:

This instrument has been preaudited in the manner prescribed by the Local Government Budget and Fiscal Control Act.

By: 
Local Government Finance Officer

Approved as to form

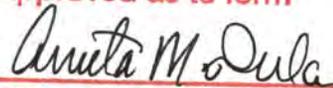

City of Hickory – Legal Dept.

EXHIBIT A.**AGREEMENT FOR THE PROVISION OF TECHNICAL ASSISTANCE SERVICES TO THE CITY OF HICKORY, FOR THE OPERATION OF A GEOGRAPHIC INFORMATION SYSTEM (GIS)
JULY 1, 2016 TO JUNE 30, 2017****I. WORK PROGRAM/BUDGET**

This is an Exhibit attached to and made a part of the _____, 2016 AGREEMENT between the Western Piedmont Council of Governments (WPCOG) (hereinafter referred to as the "Planning Agency") and the City of Hickory (hereinafter referred to as "Local Government") providing for technical assistance services for the operation of the Local Government's Geographic Information System (GIS). The basic services of the Planning Agency are stipulated as indicated below.

II. WORK PROGRAM/SCOPE OF SERVICES

The general scope of services called for in this work program require the Planning Agency on behalf of the Local Government to provide professional staff time to develop, produce, and maintain GIS products and services. Work will be done on an as-needed basis for the contract period of twelve months, with the total number of hours not to exceed 2,080 annually. The intent of this project is to facilitate Local Government staff access to professional staff time, data and GIS products including the ability to customize and print map products from Local Government workstations using ESRI's ArcGIS product suite and other GIS related products. Development and maintenance of new layers and products including digitizing of various features will be done by the Planning Agency and published to the system.

III. DESCRIPTION OF SERVICES PROVIDED

The following activities are illustrative of the services to be provided by the Planning Agency to the Local Government.

A. Manage GIS Operations:

- 1) Provide the Information Technology Manager with an assessment of the GIS function on a quarterly basis;
- 2) Maintain a daily log of internal and external GIS product/service requests.
- 3) Attend Local Government GIS Team and Catawba County GIS Steering Committee meetings on behalf of the City of Hickory.

B. Operate and Maintain the GIS:

- 1) Maintain existing GIS data layers (including Zoning, Municipal Boundaries, Parking Inventory, and City Properties);
- 2) Develop new GIS data layers as needed within the budget constraints of the contract dollar amount;
- 3) Integrate GIS data from all Counties in the Local Government's ETJ into the Local Government's database;

- 4) Limited applications programming will be provided as the contract dollar amount permits. Costs for additional programming services for custom applications may be negotiated as needed.

C. Provide Products and Services to Local Government Customers:

- 1) Provide GIS products/services to Local Government staff on a first priority basis;
- 2) Provide GIS products/services for private requests on a second priority basis;
- 3) In case of conflicting priorities, the Local Government's GIS Team and/or Local Government IT Manager will assign priorities.

IV. OPERATIONS, RESOURCES AND SUPPORT RESPONSIBILITIES

- A. Planning Agency staff will provide GIS products and services primarily from the physical location of the Local Government offices. It is anticipated that requests will be received primarily by personal contact and telephone as well as Internet e-mail, written requests and Catawba County WAN communications.
- B. The Planning Agency will dedicate significant staff manpower (parts of five existing staff members) to the requirements of this contract, however, it cannot provide a full-time staff person exclusively to meet GIS product and services requests. Every effort will be made to meet priority deadlines and urgent requests on a reasonable time basis and scheduling will be closely coordinated with the Local Government GIS Team and / or Local Government IT Manager.
- C. Costs for any specialized telecommunication service (ISDN lines e.g.) between the Planning Agency and the Local Government will be the responsibility of the Local Government. This does not include current costs for the Planning Agency's commitment to the Catawba County Fiber WAN.
- D. The Local Government will allow certain existing (determined jointly by the Planning Agency and the Local Government) GIS and computer hardware to be relocated to the Planning Agency offices during the term of the contract for use in providing GIS products and services.
- E. The Local Government will be responsible for maintaining the necessary ArcGIS and GPS software licenses for both Local Government and Planning Agency use in operation of the Local Government's GIS. Dollar amounts to assist the Planning Agency in the maintenance and development of the ArcGIS Online/ArcServer and ArcSDE servers and software are included in this contract.
- F. Upon approval of the Local Government Contract Manager, the Local Government will be responsible for printing/plotting costs above the allotted amount of \$600 per year.
- G. Planning Agency staff contacts for the purposes of this contract are:
 - Scott Miller, Contract Supervisor
 - Daniel Ezell, Contract Manager

H. Local Government staff contacts for the purposes of this contact are:

- Mike Woods, Contract Manager

I. The Planning Agency will look to the Local Government to provide transportation and subsistence resources as a preferred option or reimburse the Planning Agency staff for subsequent major travel or travel related expenses that occur in the completion of GIS project required field work, conference attendance, or training.

V. FEES

The Planning Agency proposes to provide the services described in Section III. for a lump sum fee of \$74,340.00 (seventy-four thousand, three hundred forty dollars and no cents). This fee will be billed in monthly payments of \$6,195.00 (six thousand, one hundred ninety-five dollars and no cents) for 12 months during the period beginning July 1, 2016 and ending June 30, 2017.

P:\PlanCDGIS\GIS\COH_GIS_SW\GEN_17.DOCX

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COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Terry L. Watts, Civil Engineer
Contact Person: Terry L. Watts
Date: June 27, 2016

Re: Renewal of Agreement between the Western Piedmont Council of Governments and the City of Hickory to Support the Western Piedmont Stormwater Partnership for Phase II Public Education

REQUEST

City Staff requests that City Council approve the twelve month renewal contract (July 1, 2016 through June 30, 2017) with the Western Piedmont Council of Governments (WPCOG) to implement the National Pollutant Discharge Elimination System (NPDES) Phase II Public Education program through the Western Piedmont Stormwater Partnership. This agreement is for an amount that shall not exceed \$11,033.00 (eleven thousand thirty-three dollars).

BACKGROUND

The City was issued an NPDES Phase II Stormwater Permit by the North Carolina Department of Environment and Natural Resources on July 1, 2005. One of the requirements of the permit in the Public Education and Outreach Minimum Measure is that the City develop and implement a public education and outreach program to raise public awareness on the causes and impacts of stormwater pollution.

This renewal agreement is the result of the establishment of a regionally focused and municipally supported Phase II public education and outreach coalition, the Western Piedmont Stormwater Partnership, which is administered by the WPCOG. The current members of the Western Piedmont Stormwater Partnership are Conover, Hickory, Maiden, Morganton, and Valdese. At least four Phase II stormwater regional public education and outreach coalitions administered by councils of governments have been formed in the state. The activities in this agreement will meet the public education and outreach minimum measures of this section of the NPDES Phase II permit.

ANALYSIS

This contract is necessary as the city staff's major priority has been working on the Post-Construction Minimum Measure, which is one of several other requirements of the Phase II Stormwater Permit.

This agreement would be for the period July 1, 2016 through June 30, 2017. Payment would be in quarterly installments of \$2,758.25 (two thousand seven hundred fifty-eight dollars and twenty-five cents). Funding for this agreement is available from the current Stormwater budget.

RECOMMENDATION

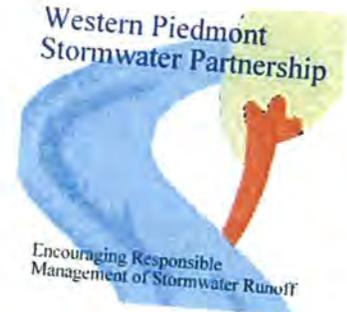
City Staff recommends that City Council approve the renewal agreement with the WPCOG for assistance in implementation of the NPDES Phase II public education and outreach program for an amount not to exceed \$11,033.00.



Creative Regional Solutions Since 1968

June, 10th 2016

Terry Watts, Civil Engineer
City of Hickory
PO Box 398,
Hickory, NC 28603-0398



Dear Stormwater Administrator

Enclosed is an agreement for your participation in the Western Piedmont Stormwater Partnership. The Partnership, which is beginning its sixth year, was formed to assist the local governments in our region who are obligated to manage stormwater runoff under a federal Phase II NPDES Stormwater permits. The Western Piedmont Stormwater Partnership is an ongoing collaborative effort lead by WPCOG to collectively and adequately fulfill "Education and Outreach", requirements of active Phase II Stormwater Permit holders, with a minimal burden on local government staff.

Participating governments share equitably in the cost and benefits of the program. Each partner's portion is determined using a base fee of \$1,000 plus a portion based on the local governments population to meet a targeted budget. (See Exhibit A and B). We have kept the targeted cost for Stormwater Partnership services in annual fees to each local government virtually unchanged since its inception. This year there is no increase to the contract.

Please sign and return two copies of the Agreement. We will return an original once they are fully executed.

I look forward to working on this Partnership with your staff. Feel free to contact me at (828) 485-4283 or john.wear@wpcog.org if you have any questions or need additional information.

Sincerely,

John E. Wear, Natural Resources Administrator

Enc:

- Stormwater Partnership Agreement 2016-2017 (2)
- Exhibit A - Scope of Work (2)
- Exhibit B - Partnership Fee Structure (2)

AGREEMENT BETWEEN THE
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
THE CITY OF HICKORY
FOR ASSISTANCE IN SUPPORTING THE WESTERN PIEDMONT
STORMWATER PARTNERSHIP
JULY 1, 2016 – JUNE 30, 2017

This AGREEMENT, to be effective on the 1st day of July, 2016, by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and the City of Hickory, North Carolina (hereinafter referred to as the "Local Government");

WITNESSETH THAT:

WHEREAS, the Local Government is required to provide adequate staffing and funding to support the NPDES Phase II six minimum measures, including Stormwater Public Education and Outreach Program ("Stormwater Partnership" hereinafter) ; and

WHEREAS, the Planning Agency is empowered to provide technical assistance to local governments by the North Carolina General Statutes and by resolution passed by the Planning Agency on April 17, 1972; and

WHEREAS, the Local Government has requested the Planning Agency to provide such technical assistance to support the Stormwater Education and Outreach Program through a Stormwater Partnership and;

WHEREAS, the Planning Agency desires to cooperate with the Local Government in providing technical assistance and services and that the proposed assistance and services are carried out in an efficient and professional manner.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Scope of Services.** The Planning Agency will provide technical assistance to the Western Piedmont Stormwater Partnership. Technical assistance shall consist of the services described in EXHIBIT A, which is incorporated more fully by reference herein.
2. **Personnel.** The Planning Agency will furnish the necessary trained personnel to the Local Government.
3. **Office/Equipment.** The Planning Agency will provide office space, miscellaneous office supplies, office equipment, software, and hardware necessary to perform the work described in this contract.
4. **Compensation.** The Local Government will pay the Planning Agency a regional

Stormwater Partnership fee for services provided as part of the Agreement as outlined in Exhibit B. Fees are determined by two factors: a flat participation fee of \$1,000 and a proportional fee based on latest population numbers. The City of Hickory's calculated Stormwater Partnership fee for the period beginning July 1, 2016 and ending June 30, 2017 is not to exceed **Eleven Thousand and Thirty-three Dollars (\$11,033)**. The Planning Agency will bill the Local Government for the full amount. However, quarterly payments are optional at the request of local governments. Payment will be due from the Local Government within thirty (30) days of receipt of the invoice.

5. **Non-salary Expenses.** (a) The Planning Agency personnel's local travel mileage will be considered to be a part of the Scope of Work as outlined in Exhibit A.

(b) The Stormwater Partnership will pay for personnel's travel expenses related to attendance of conferences, conventions, and seminars if the events are related to the development of the Stormwater Partnership's education program and if the Stormwater Partnership's has requested or pre-approved Planning Agency personnel's request to attend the events. Travel expenses shall include registration fees, hotel expenses, meals, and mileage. The Stormwater Partnership will pay for hotel, meals, and mileage costs at the prevailing local government rate. In the event the Planning Agency and the Stormwater Partnership determine that it is beneficial to both parties for personnel to attend a particular conference, convention or seminar, travel expenses will be compensated out of non-salary program budget.
6. **Termination.** The Local Government may terminate the Contract by giving the Planning Agency a thirty-day written notice.
7. **Modifications.** This Agreement represents the entire understanding of the parties and may not be amended, altered, or modified in any manner without the mutual written consent of both parties.
8. **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be completed during the period beginning July 1, 2016 and ending June 30, 2017.
9. **Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its 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 the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and

officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate or cause to be incorporated in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

10. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.
11. **Age Discrimination Act of 1975, as amended.** No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
12. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
13. **Workers Compensation Insurance.** The Planning Agency shall furnish workers compensation insurance for Agency personnel in accordance with North Carolina state statutes.
14. **Automobiles.** The Planning Agency does not provide automobiles or auto insurance to employees. All Agency personnel are required to have a valid driver's license, insurance, and a vehicle that can be used for Agency purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LOCAL GOVERNMENT:
CITY OF HICKORY

PLANNING AGENCY:
WESTERN PIEDMONT COUNCIL OF
GOVERNMENTS

By: _____
City Manager

By: Anthony W. Stan
Executive Director

Attest: _____

Planning Agency:

By: _____
City Clerk

By: George Hollen
Chairman

Preaudit statement:

This instrument has been preaudited in the manner prescribed by the Local Government Budget and Fiscal Control Act.

By: _____
Local Government Finance Officer

EXHIBIT A

WESTERN PIEDMONT STORMWATER PARTNERSHIP
JULY 1, 2016 – JUNE 30, 2017

PROGRAM OVERVIEW/BUDGET

The following work program and budget are presented as descriptive of the work and dollar amounts called for in the agreements concerning stormwater program assistance activities by the Western Piedmont Council of Governments for local governments in the Stormwater Partnership.

PROGRAM OVERVIEW

1. The Western Piedmont Council of Governments staff will work with the local government's Stormwater Staff to adapt the work plan and priorities as needed to satisfactorily implement Education and Outreach requirements in Phase II stormwater permits and management plans.
 - Develop and adapt relevant stormwater information to the general public through various available media sources.
 - Prepare Education and Outreach component of annual reports; develop workshops; arrange speakers and seminars; prepare outreach materials and present to various groups and at events, as requested.
 - Development of School Partnerships and Projects to Support Standard Course of Study focused on stormwater issues, thereby educating students and their parents about stormwater management.
 - Work to build program capacity and effectiveness of a regionally based and supported stormwater education and outreach partnership.
 - Collaborate with organizations and programs to enhance program effectiveness.
 - Seek additional grant funding to support program activities.
2. Other Duties as Directed by Stormwater Administrators
It is understood that the partnering local government's Stormwater Administrators working through the Stormwater Working Group will refine program priorities, provide program oversight and to assist with program implementation.

BUDGET

The Stormwater Partnership's expected working budget will be \$23,242, based on the anticipated participation of the following local governments: Morganton; Valdese; Conover; Hickory; and Maiden.

EXHIBIT B
Fee Structure
WESTERN PIEDMONT
STORMWATER PARTNERSHIP
2016-2017

Municipality	Local Population * Numbers	\$1,000 Base Fee	Population Portion Fee**	Total Regional Stormwater Partnership Fee
Burke County				
Morganton	16,754	\$1,000	\$4,189	\$5,189
Valdese	4,442	\$1,000	\$1,111	\$2,111
Catawba County				
Conover	8,255	\$1,000	\$2,064	\$3,064
Hickory	40,130	\$1,000	\$10,033	\$11,033
Maiden	3,385	\$1,000	\$846	\$1,846
SW Partnership 2016-17	72,966	\$5,000	\$18,242	\$23,242

*Dues Per Capita are based on population figures from the NC Office of Management and Budget for July 2013. Fees were calculated only for local governments with active locally implemented Phase II Permits.

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Ross Zelenske, Planner
Contact Person(s): Ross Zelenske, Planner
Date: July 7, 2016
Re: Call for Public Hearing

REQUEST

Call for public hearing to consider designating the Lyerly Full Fashioned Mill as a local historic landmark.

BACKGROUND

OHM Holdings recently completed a major rehabilitation of the former Lyerly Full Fashioned Mill building and has petitioned the City of Hickory to designate the parcel as a local historic landmark. The Lyerly Mill was constructed circa the early 1930s and was one of the largest and most successful hosiery mills in Hickory during its time. In 2007, the building was listed on the National Register of Historic Places. Using historic tax credits, the property was rehabilitated to become the flagship building for the new Transportation Insight corporate campus. As part of the historic tax credit requirements, the building retained significant architectural features. If designated by Council, any changes to the site or exterior of the building would require a Certificate of Appropriateness (issued by the Historic Preservation Commission). Additionally, the property would be eligible for a 50% property tax deferment as long as it retains its historic integrity.

ANALYSIS

Please refer to the accompanying staff report for an in-depth analysis of the petition.

RECOMMENDATION

The Hickory Historic Preservation Commission conducted a public hearing on the petition on June 28, 2016. The Commission voted unanimously to recommend approval. Staff recommend that City Council call for a public hearing to consider designating the Lyerly Full Fashioned Mill as local historic landmark.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Brian Frazier
Initiating Department Head

7/7/2016
Date

Annita M. Dula
Deputy City Attorney, A. Dula

7-8-16
Date

Randy Miller
Asst. City Manager R. Miller

7-12-16
Date

Date

Melan Miller
Finance Officer, M. Miller

7-8-16
Date

B. Weichel
Purchasing Manager, B. Weichel

7-11-16
Date

Recommended for approval and placement on _____ Council agenda (as Consent, Public Hearing, Informational, Department Report, etc).

Interim City Manager, A. Surratt

Date

City of Hickory
Historic Preservation Commission
Local Historic Landmark Designation Report

Property Name: Lyerly Full Fashioned Mill

Property Location: 310 Main Avenue Way SE (Parcel ID: 3702-08-79-6291) (Previously addressed as 56 Third Street SE)

Property Owner Information: OHM Holdings LLC, PO Box 516, Hickory, NC 28603

Proposed Boundary of Designation: The area proposed for designation is all of Parcel ID: 3702-08-79-6291 (1.76 acres). See Exhibit A for aerials of the property.

Proposed level of design review: If designated, the Historic Preservation Commission would have design review authority over the exterior features of the building and site as described in Section 2.5 (Certificates of Appropriateness) of the Hickory Land Development Code.

Land Assessed Value: \$137,400

Buildings Assessed Value: \$2,702,700

Total Assessed Value: \$2,840,100

Date of Construction: The building was originally constructed in two phases circa 1930-1934.

Assessment of Significance: The Lyerly Full Fashioned Mill is historically significant because of its association with events that have contributed considerably to the history of the City of Hickory. This assessment is described more thoroughly in the attached National Register Nomination Report.

Historical Assessment of the Property: The property serves as a reminder of the pivotal role that the hosiery industry played in the development of Hickory. The mill is the only remaining building associated with the important Elliott-Lyerly-Morgan mills, once the largest and most successful mills in the City of Hickory. More information is included in the attached National Register Report.

Architectural Description of the Property: The building exhibits the distinctive characteristics of industrial building design of this era, including loadbearing masonry walls large metal windows, a stair tower with decorative detailing, and interior steel framing. The attached National Register Nomination provides an overview of the architectural significance of the property. Since the completion of the National Register nomination, the building has been extensively rehabilitated through a Historic Preservation Tax Credit project. This included a complete restoration of the exterior and extensive interior renovations and upfit for a large logistics

company who now occupies the building.

Work to the exterior included demolition of a mechanical building and loading dock area, installation of a channel letter sign to western wall of the building, repointing of all exterior brick, and re-glazing of all windows.

Interior work included plumbing and mechanical work, refinishing of the wooden floors, installation of a new elevator using an existing elevator shaft, and building upfit for office space. Before and after photos of the interior rehabilitation and exterior work are attached. The rehabilitation work was completed according to the Secretary of the Interior's Standards for Rehabilitation and approved by the National Park Service.

Assessment of Integrity

The integrity of the historic mill building is described as excellent in the attached nomination report, as it retained its original materials, massing, and interior arrangement. Today, the building maintains a significant level of historic integrity post rehabilitation. The following is an assessment of the building's integrity.

- **Design:** The mill is a two-story, industrial building with large metal windows and a brick exterior. The building's most significant design feature is a 43 feet tall Art Moderne inspired brick tower above the main entrance. The tower contains three bays of narrow vertical windows surmounted by brick corbelling. Overall, the mill is considered architecturally similar to other mills in Hickory from the same era.
- **Setting:** The mill located approximately a half mile southeast of downtown Hickory, adjacent to the intersection of Highway 127 and 1st Avenue SE. Similar to other mills in Hickory, the Lyerly Mill is located in a transitional area and in close proximity to the rail line that divides the city between north and south. The mill is within 1,000 feet of the historic Kenworth neighborhood, which likely housed a portion of the company's workforce.
- **Workmanship:** The first phase of the mill was constructed in 1930-31 by Hans Scheller, a Shubert-Salzer company employee who later came to work for the Lyerly Mill. The second phase doubled the size of the mill and was completed by architectural firm Biberstein, Bowles, Meachem, & Reed out of Charlotte, NC. The expansion was completed in 1934 and completely enclosed the original mill with little physical evidence left behind. The building contains similar workmanship to other hosiery mills built in the 1930s.
- **Materials:** A majority of the building's original materials have been retained, as described in the attached nomination report. The owner used national and state historic preservation tax credits to redevelop the building while retaining its historical integrity.
- **Feeling:** The property continues to maintain an expression of the role that the hosiery industry served in early twentieth century communities.
- **Association:** The mill building remains in its original location. Its direct association with the hosiery industry serves as a reminder of the role the industry played in the development of Hickory.

Staff Recommendation: After compiling this report and reviewing materials relevant to the history of the mill, staff finds that the Historic Preservation Commission recommend that Hickory City Council designate the Lyerly Full Fashioned Mill as a local historic landmark.

Exhibit A (Aerials of Subject Property)



Photo 1: Ortho-aerial of the subject property taken in 2014 prior to any work. The property is outlined in red.



Photo 2: Orthoairial of the subject project nearing completion in 2015 from Google Maps.

Exhibit B (Pre-Renovation Exterior Photos)

The following photos were taken in 2006 prior to the recent renovation and were included as part of the National Register Nomination report. Photos credited to the North Carolina State Historic Preservation Office.



Exhibit C (Post Renovation Exterior and Interior Photos)

The following photos were taken on May 10, 2016 by City of Hickory Planning & Development staff.



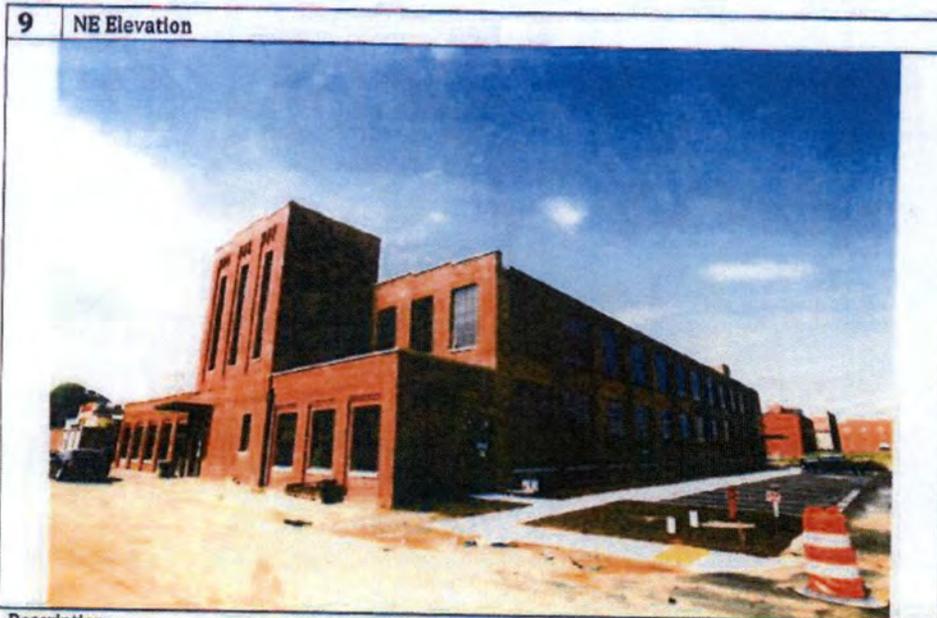


**Local Landmark Designation Report
Lyerly Full Fashioned Mill
Hickory, North Carolina
Page 8 of 16**

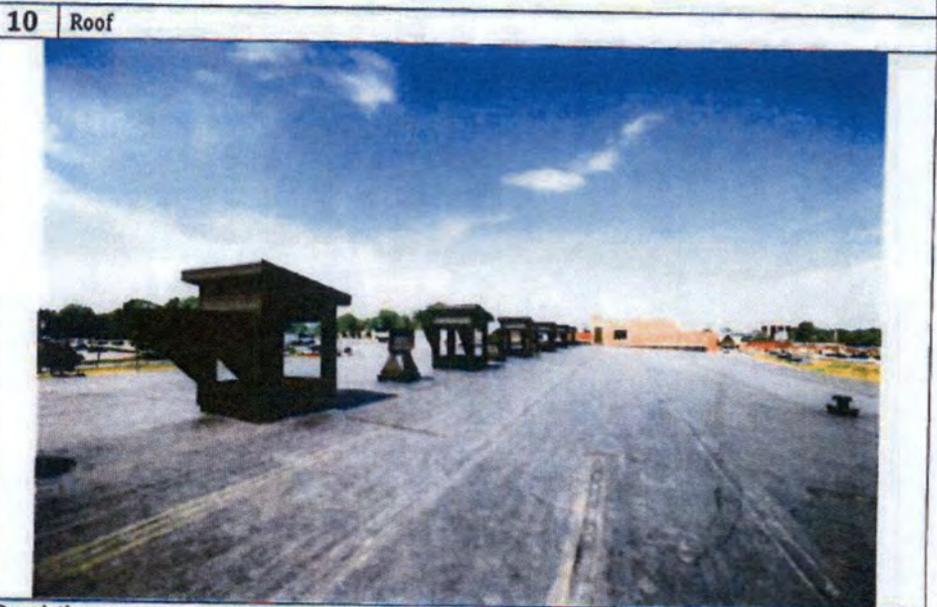


**Local Landmark Designation Report
Lyerly Full Fashioned Mill
Hickory, North Carolina
Page 9 of 16**

The following photos were taken post renovation as part of the owner's recent historic tax credit application with the State Historic Preservation Office.



Description:



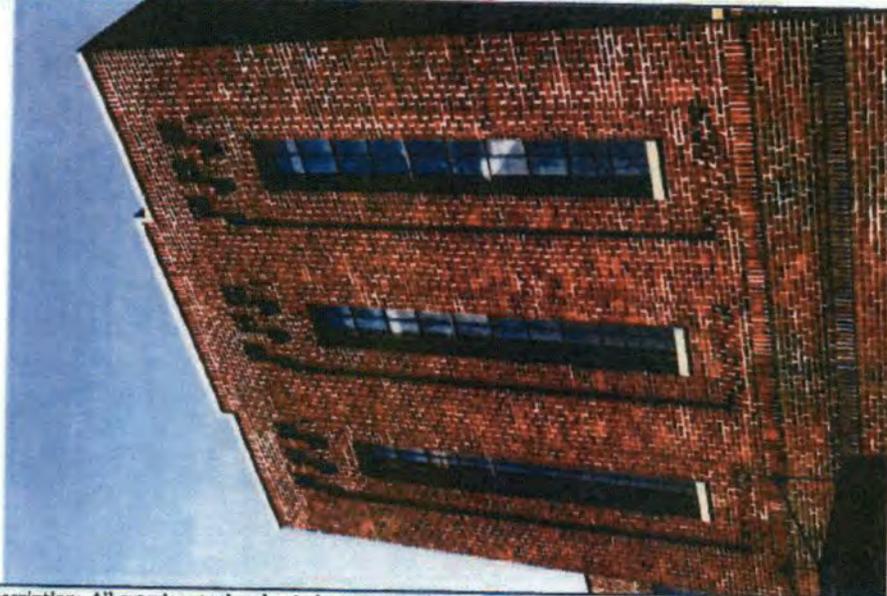
Description:

29 Windows - Typical Steel Sash [ROTATED 90°]



Description: All exterior steel sash windows restored.

30 Windows - Existing Steel Sash [ROTATED 90°]



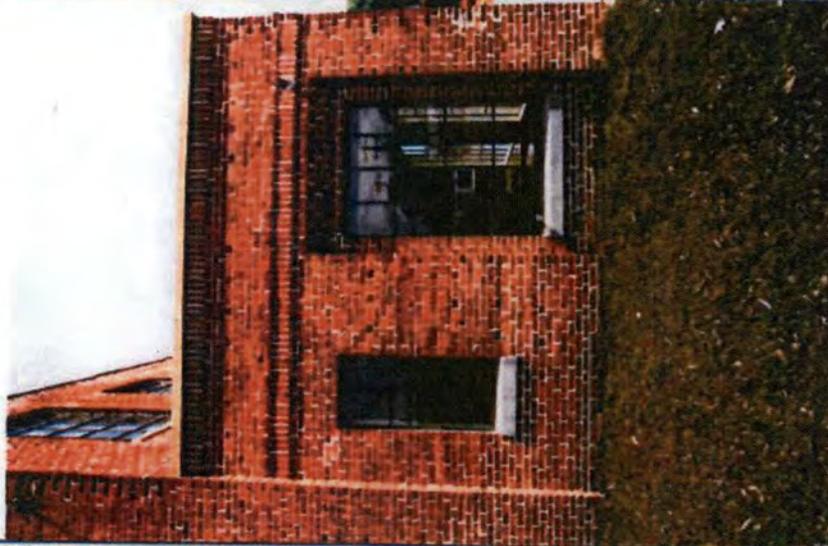
Description: All exterior steel sash windows restored.

33 Windows - Glass Block infill on South side

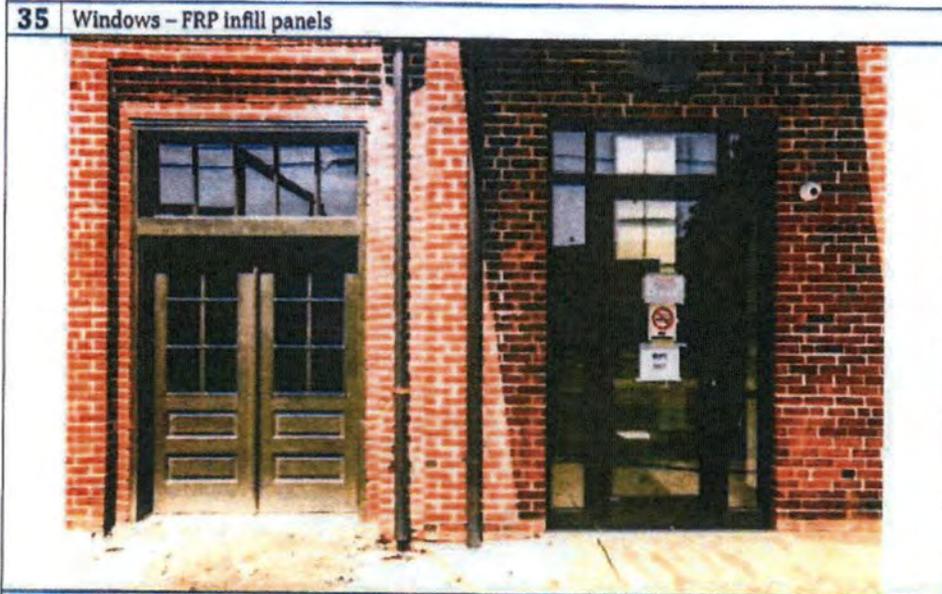


Description: Non-original glass block panels removed and restored steel sash windows installed.

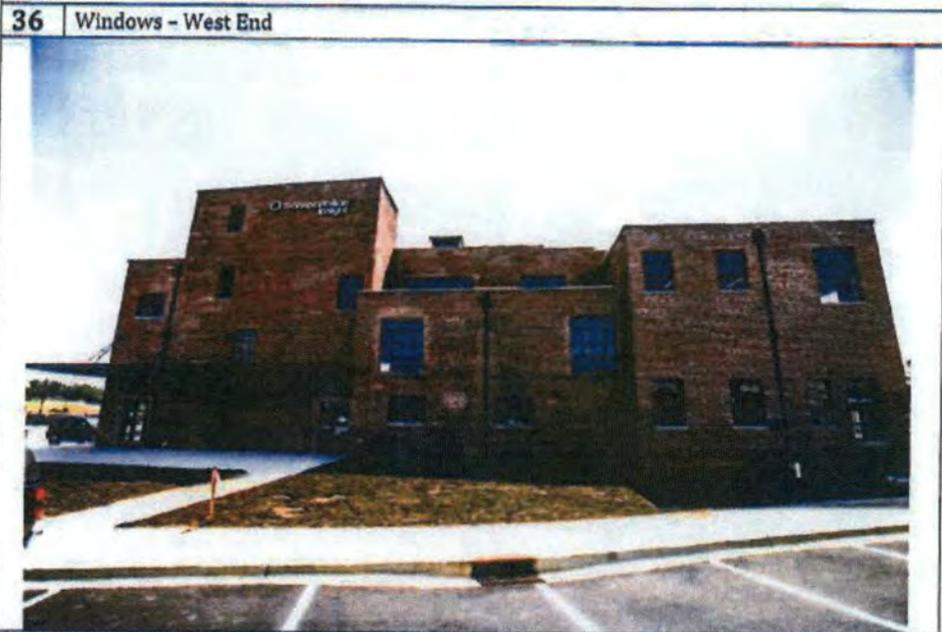
34 Windows - Existing storefront windows on East end [ROTATED 90°]



Description: Non-original storefront infill windows were removed and restored steel sash windows installed with matching concrete sills.

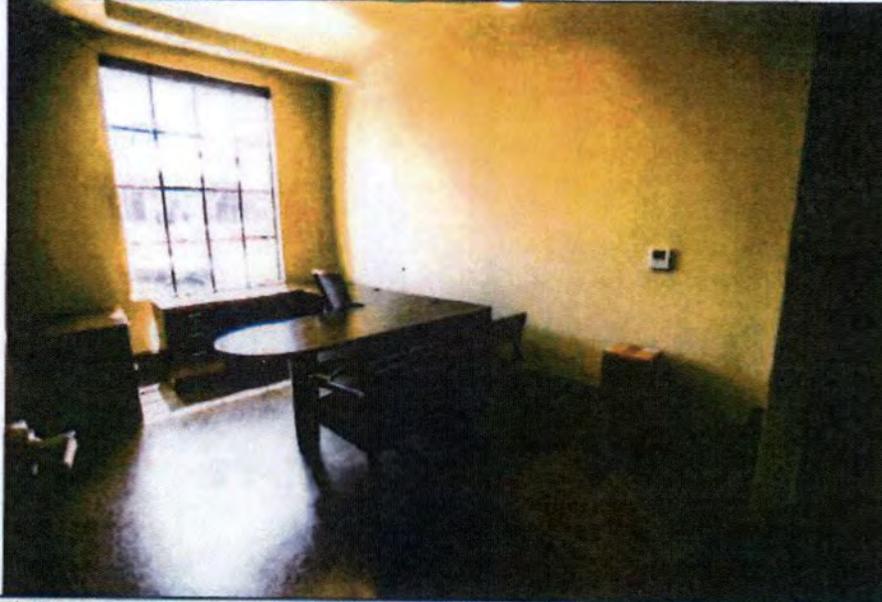


Description: Restored original wood entrance door



Description: All exterior steel sash windows restored. All entrance doors are bronze-finished aluminum storefront entrances.

43 Flooring - First Floor



Description:

44 Flooring - Second Floor



Description: Original salvaged flooring has been restored on the second floor.

57 Cellings - First Floor



Description: Existing intumescent paint has been removed from structure and wood deck above. Original wood has been carefully restored and steel and sprinkler piping painted.

58 Cellings - Second Floor



Description: Existing intumescent paint has been removed from structure and wood deck above. Original wood has been carefully restored and steel and sprinkler piping painted.

75 Additions - CMU



Description: Existing CMU and metal building additions have been removed and original walls and windows restored.

76 Additions - Interior Ramp



Description: Existing CMU and metal building additions and interior ramp have been removed and original walls and windows restored.

NORTH CAROLINA STATE HISTORIC PRESERVATION OFFICE
Office of Archives and History
Department of Cultural Resources

NATIONAL REGISTER OF HISTORIC PLACES

Lyerly Full Fashioned Mill

Hickory, Catawba County, CT0527, Listed 8/8/2007

Nomination by April Montgomery

Photographs by April Montgomery, May 2006



Front and side view



Side view

**United States Department of the Interior
National Park Service**

**NATIONAL REGISTER OF HISTORIC PLACES
REGISTRATION FORM**

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in How to Complete the National Register of Historic Places Registration Form (National Register Bulletin 16A). Complete each item by marking "x" in the appropriate box or by entering the information requested. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions. Place additional entries and narrative items on continuation sheets (NPS Form 10-900a). Use a typewriter, word processor, or computer, to complete all items.

1. Name of property

historic name Lyerly Full Fashioned Mill
other names/site number _____

2. Location

street & number 56 Third Street, Southeast not for publication n/a
city or town Hickory vicinity n/a
state North Carolina code NC county Catawba code 035 zip code 28603-2089

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act of 1986, as amended, I hereby certify that this x nomination request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60. In my opinion, the property X meets does not meet the National Register Criteria. I recommend that this property be considered significant nationally statewide x locally. (See continuation sheet for additional comments.)

Signature of certifying official Date

North Carolina Department of Cultural Resources
State or Federal agency and bureau

In my opinion, the property meets does not meet the National Register criteria. (See continuation sheet for additional comments.)

Signature of commenting or other official Date

State or Federal agency and bureau

4. National Park Service Certification

I, hereby certify that this property is:

<u> </u> entered in the National Register <u> </u> See continuation sheet.	_____ Signature of the Keeper	_____ Date of Action
<u> </u> determined eligible for the National Register <u> </u> See continuation sheet.	_____	_____
<u> </u> determined not eligible for the National Register	_____	_____
<u> </u> removed from the National Register	_____	_____
<u> </u> other (explain): _____	_____	_____

Lyerly Full Fashioned Mill
Name of Property

Catawba, North Carolina
County and State

5. Classification

Ownership of Property
(Check as many boxes as apply)

- private
- public-local
- public-State
- public-Federal

Category of Property
(Check only one box)

- building(s)
- district
- site
- structure
- object

Number of Resources within Property
(Do not include previously listed resources in the count)

Contributing	Noncontributing	
<u>2</u>	<u>0</u>	buildings
<u>0</u>	<u>0</u>	sites
<u>0</u>	<u>0</u>	structures
<u>0</u>	<u>0</u>	objects
<u>2</u>	<u>0</u>	Total

Name of related multiple property listing
(Enter "N/A" if property is not part of a multiple property listing.)
Historic Resources of Hickory

Number of contributing resources previously listed in the National Register
n/a

6. Function or Use

Historic Functions
(Enter categories from instructions)

Cat: INDUSTRY Sub: manufacturing facility

Current Functions
(Enter categories from instructions)

Cat: COMMERCE Sub: warehouse

7. Description

Architectural Classification (Enter categories from instructions)

MODERN MOVEMENT/Moderne

Materials (Enter categories from instructions)

foundation BRICK

roof Unknown

walls BRICK

other _____

Narrative Description

(Describe the historic and current condition of the property on one or more continuation sheets.)

Lyerly Full Fashioned Mill
Name of Property

Catawba, North Carolina
County and State

8. Statement of Significance

Applicable National Register Criteria

(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing)

A Property is associated with events that have made a significant contribution to the broad patterns of our history.

B Property is associated with the lives of persons significant in our past.

C Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

D Property has yielded, or is likely to yield information important in prehistory or history.

Criteria Considerations

(Mark "X" in all the boxes that apply.)

A owned by a religious institution or used for religious purposes.

B removed from its original location.

C a birthplace or a grave.

D a cemetery.

E a reconstructed building, object, or structure.

F a commemorative property.

G less than 50 years of age or achieved significance within the past 50 years.

Areas of Significance

(Enter categories from instructions)

Architecture
Industry

Period of Significance

c. 1930 to 1957

Significant Dates

1930, 1933, 1957

Significant Person

(Complete if Criterion B is marked above)

n/a

Cultural Affiliation

n/a

Architect/Builder

Biberstein, Bowles, Meachem & Reed - architect

Narrative Statement of Significance

(Explain the significance of the property on one or more continuation sheets.)

9. Major Bibliographical References

Bibliography

(Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets.)

Previous documentation on file (NPS)

preliminary determination of individual listing (36 CFR 67) has been requested.

previously listed in the National Register

previously determined eligible by the National Register

designated a National Historic Landmark

recorded by Historic American Buildings Survey # _____

recorded by Historic American Engineering Record # _____

Primary Location of Additional Data

State Historic Preservation Office

Other State agency

Federal agency

Local government

University

Other

Name of repository: North Carolina Division of Archives and History

Lyerly Full Fashioned Mill
Name of Property

Catawba, North Carolina
County and State

10. Geographical Data

Acreage of Property 1.34

UTM References (Place additional UTM references on a continuation sheet)

	Zone Easting	Zone Northing
1	<u>17 469881</u>	<u>3954257</u>
2	<u> </u>	<u> </u>

	Zone Easting	Zone Northing
3	<u> </u>	<u> </u>
4	<u> </u>	<u> </u>
	<u> </u> See continuation sheet.	

Verbal Boundary Description

(Describe the boundaries of the property on a continuation sheet.)

Boundary Justification

(Explain why the boundaries were selected on a continuation sheet.)

11. Form Prepared By

name/title April Montgomery

organization Circa, Inc. date July 27, 2006

street & number 16 N. Boylan Ave. telephone 919-834-4757

city or town Raleigh state NC zip code 27603

12. Additional Documentation

Submit the following items with the completed form:

Continuation Sheets

Maps

A **USGS map** (7.5 or 15 minute series) indicating the property's location.

A **sketch map** for historic districts and properties having large acreage or numerous resources.

Photographs

Representative black and white photographs of the property.

Additional items (Check with the SHPO or FPO for any additional items)

Property Owner

(Complete this item at the request of the SHPO or FPO.)

name Lyerly Full Fashion Mills, Inc (contact: Josephine Hambrick)

street & number PO Box 2089 telephone (828-294-0453)

city or town Hickory state NC zip code 28603-2089

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C. 470 et seq.).

Estimated Burden Statement: Public reporting burden for this form is estimated to average 18.1 hours per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Chief, Administrative Services Division, National Park Service, P.O. Box 37127, Washington, DC 20013-7127; and the Office of Management and Budget, Paperwork Reductions Project (1024-0018), Washington, DC 20503.

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Lyerly Full Fashioned Mill
Catawba, North Carolina

Section 7/Physical Description

Site Description

The Lyerly Full Fashioned Mill is located at 56 Third Street Southeast in southeast Hickory, approximately one-half mile southeast of downtown. Hickory is in northwest Catawba County in North Carolina's western Piedmont.

Lyerly Full Fashioned Mill sits on a 1.3 acre city block bounded by Main Avenue Way SE to the north, Highway 127 to the west, First Avenue SE to the south, and Third Street SE to the east. Highway 127 and First Avenue are busy commercial thoroughfares. Sanborn maps indicate an industrial presence on this block since at least 1902. With the exception of the mill, a machine shop building, and an unrelated c. 1930 service station at the northwest corner of Third St SE and First Avenue SE, the block has been cleared of structures. The block is relatively flat and treeless. A paved lot is south of the mill. North of the mill is a grassy lot where the circa 1900 Elliott Mill stood until the spring of 1997. The Lyerly Full Fashioned Mill's façade fronts east toward Third Street SE. The building is set back only a sidewalk's width from the road. The machine shop is located approximately one hundred feet from the mill's southwest corner.

Lyerly Full Fashioned Mill, c.1930-c.1934

Contributing

Built in two stages between circa 1930 and circa 1934, Lyerly Full Fashioned Mill is a two-story, rectangular, nine-by-twelve bay common bond brick building. Load bearing brick walls are supported by a poured concrete foundation. The façade features a one-story, flat roof office section with an off-center, Art Moderne-inspired two-and-a-half story stair tower projecting from the main building block. The office section, tower and the front (east) six bays of the main block were constructed around 1930. Spanning the west elevation is a one-bay deep, two-story service section with a windowless two-and-a-half story stair tower.

The Art Moderne style tower, corbelled on three sides, distinguishes what is otherwise an intact yet plain industrial building. The verticality of the tower is emphasized by three tall, narrow, fixed twenty-pane windows recessed between brick pilasters. Each window bay is topped by three corbelled brick pendants. A stepped parapet projects above the tower's flat roofline.

The one-story office section displays eight recessed corbelled window bays separated by brick pilasters. The fixed eight-light windows are not original. Documentary photos and plans show twenty-light casement windows in these openings. The bay at the southeast corner has been

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Lyerly Full Fashioned Mill
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infilled with brick. The fifth bay window has been replaced with a windowless door. Brick soldier courses decorate the office block above the windows and below the concrete coping of the parapet. The mill is accessed by an entry below the tower. This glass door is also not original and this opening may have been added. A documentary drawing shows a small, three-light window at this location. One of these windows survives at the north end of the sixth façade bay. The office section is appended to the mill's main block, which on the second story of the front elevation retains eight twenty-pane metal casement windows.

The front and rear (east and west) elevations of the mill's two-story main block have shallow, stepped parapet rooflines with concrete coping. From the ground the roof appears flat, although it is a very shallow gable. Six metal ventilators are on the roof and a plain, windowless stair tower rises from the rear elevation.

The rear (west) six bays of the mill comprise the second phase of construction, built around 1934. The side (north and south) elevations retain twelve bays of large, stacked, multi-light windows with metal mullions. The only exception is the mill's southeast corner where three bays on the first story have been infilled with glass block. A fourth window bay has been filled in on the first story of the southwest corner. Also on the south side of the mill is a one-story, metal, gabled addition. This addition spans the west half of the first story. It is covered in corrugated metal and has a concrete block foundation. The metal addition was constructed in a manner that has left the south wall undamaged. The windows covered by the addition are present and visible in the interior.

The mill's interior consists of large open spaces on both the first and second floors. On the first floor, wood columns divide the interior into a central passage and twelve open equipment bays. Concrete equipment pads are separated by tongue-and-groove oak "walkways." In a few places the oak flooring is missing, exposing massive, thick planks. The space is well-lit due to the banks of large windows. Interior evidence of the two phases of construction is inconspicuous. When the second phase was constructed the walls were sheathed with plaster and a yellow tile wainscot obscuring any evidence on the brick. A crack runs the width of the building on the concrete floor between sixth and seventh bays.

The second floor can be accessed by either the front or rear stair towers. Rectangular, glazed, yellow tiles form a wainscot in the stair wells. These are the same tiles used on the first level. Both the front and rear stairs have concrete steps with metal pipe rails. Like the first floor, the second floor is divided into twelve bays on either side of a central passage. Structure is provided by vertical steel I-beam posts supporting a system of horizontal I-beams. The ceiling consists of

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Lyerly Full Fashioned Mill
Catawba, North Carolina

six-inch-wide planks spanning the I-beams. When the building was expanded, a new roof system was built to span the original and 1934 sections. Therefore the roof does not portend the two stages of construction. The floors on the second level are oak.

The interior of the office wing consists of a central, yellow-tiled entry hall, with offices north and south of it. Original plans label the area south of the entry as offices, and north of the entry as windowless storage. The two-story rear service section houses an elevator, stair tower, bathrooms and storage rooms. The elevator, in the mill's northwest corner, is not original to the building. It was added at an unknown date. Original five-panel, metal-clad wood doors separate these rooms from the main mill space.

Lyerly Full Fashioned Mill Machine Shop, c. 1933

Contributing

Located southwest of the mill adjacent to Highway 127, this one-story rectangular industrial building is built of 5/1 brick bond. Tile-coped stepped parapets are at each gable end (north and south). Two large metal ventilators sit on the roof. A large garage bay opening flanked by windows is on the façade (east). The garage opening was added in the mid-1990s. Window openings are covered with vinyl siding. Twenty-light metal casement windows, like those on the mill building, are present under the vinyl siding in deteriorated condition. The entrance to the building is at the northeast corner. It is surmounted by an awning and the original door has been replaced with a multi-light door.

Originally the interior was a forty-foot by forty-foot open space. However, in the mid-1990s the space was divided to accommodate a ten-foot by twelve-foot office and ten-foot by ten-foot bathroom. At that time the original pine floor was replaced with a concrete slab.

Integrity

The integrity and condition of the Lyerly Full Fashioned Mill is excellent. The building retains its original materials, massing, and interior arrangement. While the original windows of the office block have been removed, the openings and surrounding decorative brickwork have not been altered. The replacement windows do not significantly detract from the mill's historical appearance. The survival and excellent condition of most of the mill's original metal windows is remarkable. The machine shop also retains its original massing, materials, and most importantly its location southwest of the mill. Despite obscured window openings and the addition of the garage bay, the machine shop continues to convey its purpose as an auxiliary support building to the mill.

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Lyerly Full Fashioned Mill
Catawba, North Carolina

Section 8/Statement of Significance

Summary

Built in two stages from circa 1930 to circa 1934 just southeast of downtown Hickory, Lyerly Full Fashioned Mill is a two-story, brick industrial building with massive metal windows, two floors of manufacturing space, and an office wing across the façade that also features a two-plus story stair tower. It has important associations with the expansive hosiery industry in Hickory that became one of the city's leading industries during the first half of the twentieth century. It is locally significant as one of the few surviving hosiery mills in Hickory that retains enough architectural integrity to accurately depict and represent the history of local hosiery. It is the only extant building associated with the Elliott-Lyerly-Morgan mills that were once the largest and most successful mills in Hickory. Lyerly Full Fashioned Mill fulfills Criteria A and C for listing in the National Register of Historic Places for Industry and Architecture. An architectural and historic context is given in the "Historic Resources of Hickory" Multiple Resource Nomination (Section 8 pages 12-13 for historic context and Section 7 page 6 and Section 8 pages 14 and 17 for architectural context). The mill's period of significance spans from the circa 1930 date of construction to 1957 when the hosiery operation ceased and the building's use changed to wholesaling. While this end date is just shy of fifty years ago, 1957 is the most appropriate year in which to end the period of significance based on the company's history and building use.

Historical Background and Industry Context

Post-Civil War North Carolina saw a proliferation of textile industries. The rolling terrain and numerous rivers of the North Carolina Piedmont, together with the recently arrived railroad, provided both a power source and a means for getting goods to distant markets. This combination attracted northern mill companies from New England and Pennsylvania who rapidly developed textile mills, and a number of industrial centers, including Hickory, were created in areas that historically had been crossroads towns and family farms. The proximity of the raw material, cotton, and the availability of cheap labor resulted in the construction of textile mills from Roanoke Rapids to Gastonia. Hosiery manufacturing developed as a significant sector of the textile industry.

The majority of the state's hosiery mills were located in Alamance and Catawba counties, but they were also found in Burke, Davidson, Guilford, and Randolph counties. By 1920 there were 147 hosiery mills in the state, a 640% rate of growth over the preceding twenty years. In the

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succeeding two decades the industry continued to expand with a reported 249 mills in operation by 1939 (McGregor 3-9).

Hickory's first hosiery mill, the Hickory Hosiery Mill, was begun in 1906 by J.A. Cline and Rev. W. P. Cline (no relation), and produced men's hose and women's cotton hose. The Clines sold this plant in 1912 but remained active in hosiery production in Catawba County for decades through various new endeavors. Hickory's second hosiery was Elliott Knitting Mills, of which the Lyerly Full Fashioned Mill is an outgrowth. Formed in 1910, Elliott Knitting Mills was named for one of its founders, J.D. Elliott, a prominent local banker. Brothers Eubert, Walker and George Lyerly were Elliott's partners in this venture. Elliott Knitting Mills manufactured seamless silk and rayon hose, mercerized cotton hose for women, and half hose for men (Hickory Daily News, United Daughters of the Confederacy Special Edition (HDN UDC), 2/26/1938).

Hickory Hosiery Mill and Elliott Knitting Mills remained the dominant hosiery operations in Hickory until the late 1920s when a number of hosieries, Whisnant, Shuford, and Duke to name a few, began operation. According to a 1938 newspaper article written by a Lyerly employee named Hans Schuller, there were thirty-two hosieries and knitting mills in the city by 1937, and forty-two in Catawba County. In sum these operations produced eighty-four million pair of socks and hose annually, employed over 4,000 people, and were responsible for more than half of the city's \$5 million manufacturing payroll (HDN, UDC). The other half of the manufacturing jobs were provided by Hickory's furniture industry.

In the 1930s, Elliott Knitting Mills was the largest hosiery manufacturing plant in Hickory with an output of more than 800,000 pair per year and more than 800 employees. The Lyerly brothers had bought out Elliott's interest in the company in 1916, but retained the name. In 1930 they organized the Lyerly Full Fashioned Mill. "Full fashioned" referred to hosiery that was knitted on a special machine which resulted in a more formed and fitted product. Prior to the introduction of the full fashioned machine, hosiery was knitted by machine in the form of a tube and the toe was subsequently closed by looping or sewing it shut by hand. Hosiery knit on a full fashioned machine was knit flat and then varied stitching was used to form, or "fashion", the leg. The patent for the full fashioned machine was granted in England in 1857 (www.legsource.com). The machines that were installed in the North Carolina Piedmont were primarily manufactured in Germany by the Shubert-Salzer company. By 1938 there were approximately 300 of these machines in neighboring Burke and Catawba counties and approximately 4,500 in North Carolina (HDR, UDC 2/26/1938).

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Lyerly Full Fashioned Mill
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The original Lyerly Full Fashioned Mill is contained within the nominated building. Constructed circa 1930, with it first appearing on the 1931 Sanborn map, the original mill was about half the size of the current structure. This building housed the original nine full-fashioned machines that were purchased by the mill in 1930 from Shubert-Salzer and installed between 1930 and 1931 by Hans Scheller, a Shubert-Salzer employee who would later return to Hickory and be employed by Lyerly Full Fashioned Mill (HDN, 2/26/1938).

In 1933 the company contracted with the architecture firm Biberstein, Bowles, Meachem, & Reed of Charlotte, North Carolina, to design an expansion of the mill that would double its size. Richard C. Biberstein (1859-1931) was one of the South's most productive mill architects, designing mills and mill villages in North and South Carolina, Virginia, and West Virginia. The firm's North Carolina commissions included Roanoke Mills in Roanoke Rapids (NR 1999) the Rowan and Salisbury Cotton Mills in Salisbury (no longer extant), and the Belmont Hosiery Mill (NR 2002). Begun in 1905 in Charlotte, the firm remains active today.

The large, two-story brick structure designed by the Biberstein firm doubled the mill's space. The physical evidence of this expansion is limited to a 'seam' in the exterior brick work at the rear of the sixth bay on the north elevation, a crack that runs through the concrete floor on the ground level and a seam where the wood flooring abuts on the second level. The steel I-beam interior frame in both parts of the building is identical. The roof system is seamless and was likely replaced in whole when the building was expanded circa 1934.

A 1938 newspaper article stated that Lyerly Full Fashioned Mill was the only full fashioned mill in Hickory (HDN, UDC). In reality, Lyerly Full Fashioned Mill appears to have been the only mill exclusively producing full fashioned hosiery. Other local mills were also producing full fashioned hosiery, but this was done within their other knitting and hosiery operations. The Elliott-Lyerly hosiery operation was the only operation large enough to support an exclusively full fashioned mill. In 1938 the mill was producing 125,000 pairs of chiffon hose annually and employing 300 people (HDN, UDC 2/1938).

Eubert Lyerly, who had served as general manager of Elliott Knitting Mills since 1916 and Lyerly Full Fashioned Mills since 1930, died in 1938. His brother George Lyerly took over the operations of the two mills after Eubert's death. In 1946 George Lyerly and C. L. Morgan created the Lyerly-Morgan Co., Inc. The Lyerly-Morgan Co. focused on the production of ladies' full fashion nylon hosiery and was, for the next decade, an operation separate from the Elliott-Lyerly Mills. George Lyerly, Jr. took over operations of the Lyerly-Morgan Co. upon his father's death in 1952.

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Lyerly Full Fashioned Mill
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The shift of management between generations also resulted in a shift in the manufacturing operation. In the mid 1950s George Lyerly, Jr. began to shift the company's focus from nylon hosiery to sock production (Fogleman Interview). On January 1, 1957, Lyerly-Morgan purchased all equipment and operations of the Elliott and Lyerly Mills. All activities after this date were referred to as activities of the Elliott or Lyerly Divisions of the Lyerly-Morgan Company (HDN 9/1962 p. 30). All machinery associated with the mill's hosiery production was moved to the Elliott Knitting Mill building next door. Hosiery, exclusively socks, would be manufactured on that site until the mid-1990s.

As a result of the 1957 buy-out, the production of hosiery in the Lyerly Full Fashioned Mill building ceased. A wholesaling operation known as both The James Company and The Master Supply Company moved into the building. The James/Master Supply Company supplied grocery and convenience stores with hosiery and other textile products. A 1962 article in the Hickory Daily News showcases the company's products as displayed on the first floor of the mill building. Today the James Company is gone and the building is primarily occupied by a warehousing operation.

The massive Elliott Knitting Mills building remained in operation in the manufacture of hosiery for Elliott-Lyerly Mills until the mid-1990s when George Lyerly, Jr.'s poor health and the extensive renovations the building required caused the oldest active hosiery in Hickory to close. In the spring of 1997 Elliott Knitting Mills was demolished, leaving the Lyerly Full Fashioned Mill building and its associated machine shop the last extant structures of what was once Hickory's largest hosiery business (Catawba County Building Permit 9063).

Architecture Context

Early-twentieth-century industrial buildings in North Carolina were rarely constructed in popular national styles. As buildings more focused on function than frill, these structures were often plain, with an occasional adornment attributed to a particular architectural style. Unlike residential construction where the style, material, and overall shape of the building may be reflective of its locale, changes in the form, finish, or material of an industrial building were more likely to be industry-wide or owner-influenced than reflective of a stylistic trend or regional preference.

The construction of industrial buildings in Hickory followed this trend. Buildings associated with the hosiery industry that dominated Hickory in the early twentieth century were commonly

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one and two-story brick buildings with large windows and, frequently, stepped parapets. Variations in these buildings included gabled or flat roofs and cast stone finishing elements, such as sills, cornices, and corner blocks.

Both the "Historic Resources of Hickory" Multiple Resource Nomination (MRN) and the "Historic and Architectural Resources of Catawba County" Multiple Property Documentation Form (MPDF) state that many of the major manufacturing facilities that date to Hickory's major periods of development have been demolished or altered. This is largely due to these industries' continued growth resulting in the need to update their facilities to house modern manufacturing machinery or completely rebuild the site to suit present needs. The textile mills seem to have fared well in this evolution, where older buildings were retained, with small scale additions often to the side or rear of the original mill structure.

The Hickory MRN and Catawba County MPDF also address the limited presence of the Art Deco or Art Moderne styles in commercial and industrial development in early-twentieth century Hickory. Both reports state that the majority of the buildings constructed in this style have either been demolished or heavily altered to the point that their stylistic associations are no longer recognizable. However, two structures, the 1937 Coca Cola Building on First Avenue NW and the 1941 (former) First National Bank at the corner of Second Street and First Avenue NW retain Art Deco or Art Moderne-inspired elements. The low linear forms of both of these buildings can also be attributed to the more streamlined Art Moderne movement of the 1930s and 1940s.

The circa 1930-1934 Lyerly Full Fashioned Mill is an excellent and intact example of a 1930s industrial building associated with the local textile industry. The main block of the building is a two-story load-bearing brick structure with an interior steel frame of I-beam supports. Large windows, concrete sills and parapet coping are defining elements of the building's exterior. The mill's most distinguishing feature, however, is an off-center, parapeted, two-story-plus central tower with three bays of original, narrow vertical windows surmounted by brick corbelling. The sleek linear design of this stair tower is the stylistic element that associates this structure with the Art Moderne movement. While the building as a whole is not overtly stylized, the tower's architectural expression is a rarity among Hickory's extant hosiery mill buildings.

A 1931-1948 Sanborn map shows seven hosiery mills in Hickory, including both the Elliott Knitting Mills and the Lyerly Full Fashioned Mill. A 2006 windshield survey found five of these structures still standing, each of which has had some level of alteration and only one, originally the Whisnant Hosiery Mill, now Moretz Mills, Inc., continues to produce a textile product.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section Number 8 Page 9

Lyerly Full Fashioned Mill
Catawba, North Carolina

The two-story, brick hosiery mill at the corner of Highland Avenue and Third Street SE is a flat-roof structure, three-bays wide with replacement windows and a circa 1970 one-story flat-roof addition off the rear elevation. It is simply noted as "Hosiery Mill" on the 1931 Sanborn map and is small in comparison to its peers. Both its size and finish read more like a commercial structure than an industrial manufacturing facility.

The Hollar Hosiery Mill (883 Highland Avenue SE), originally Duke Hosiery, is contemporary with the Lyerly Full Fashioned Mill. Its parapeted one-story façade fronts Eighth Street SE. As the building extends down Highland Avenue it reaches two-stories in height. Remarkably intact, the Hollar Hosiery Mill retains its original windows and decorative brick and stone elements. A one-story ca. 1960 rear addition connects the mill to the two-story, barrel-roofed structure that once housed the Louis Levett Company.

Moretz Mills, Inc. (74 Eighth Street SE) is also contemporary with the Lyerly Full Fashioned Mill. Moretz can be seen on the 1931 Sanborn as Whisnant Hosiery Mills. Like Hollar Hosiery Mill, the parapeted façade of this one and one-half story building faces Eighth Street SE. There has been a large addition off the north elevation of this structure. The first section of this addition is a one-story parapeted structure executed in beige brick, and it appears on the 1931 Sanborn map. The second section, which connects to the first, is a more recent flat-roof one-story structure, also executed in beige brick. The original core of the building stretches a full block down Highland Avenue SE to Seventh Street SE where it is only one-story. The windows have been covered with vertical siding. The large-scale modern addition has impacted the overall integrity of the building complex, however, the historic sections of the mill are still identifiable.

The Sigmon-Terry Hosiery Mill also remains standing. This one-story, beige brick structure with a barrel-vaulted roof was constructed in 1940. The windows have been covered but the openings indicate that they were much smaller than the Lyerly Full Fashioned Mill or Hollar Hosiery Mill window openings. A one-story red brick addition that appears to have been built circa 1980-1990 connects the Sigmon-Terry Building to the Catawba Paper Company Building

Lyerly Full Fashioned Mill differs from Hickory's other surviving mills in construction method. While all appear from the exterior to be of load bearing brick construction, their interior framing systems differ. According to county tax records, each of the buildings has an interior wood joist framing system with the exception of Lyerly Full Fashioned Mill which is listed a "fire resistant" frame.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section Number 8 Page 10

Lyerly Full Fashioned Mill
Catawba, North Carolina

The Lyerly Full Fashioned Mill is an intact manifestation of Hickory's textile heritage. The mill is Hickory's only surviving two-story hosiery mill building dating from the early part of the twentieth century.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section Number 9 Page 11

Lyerly Full Fashioned Mill
Catawba, North Carolina

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Hambrick, Josephine, Hickory, NC, Interview with April Montgomery, July 2006.

Hambrick, Robert III, Hickory, NC, Interview with April Montgomery, July 2006. He has the 1930-1931 site plan and perspective drawing of the mill complex in his possession.

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United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section Number 9

Page 12

Lyerly Full Fashioned Mill
Catawba, North Carolina

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Phillips, Laura A. W. "Mor-Val Hosiery Mill." National Register Nomination Form. Survey and Planning Branch, Historic Preservation Section, NC Department of Archives and History, Raleigh.

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United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section Number 10, photos Page 13

Lyerly Full Fashioned Mill
Catawba, North Carolina

Section 10/Geographical Data

Verbal Boundary Description

The boundary of the Lyerly Full Fashioned Mill property is the 1.34-acre shaded area on the accompanying Catawba County GIS map drawn to a scale of 1" = 123'.

Boundary Justification

The National Register boundary includes the 1.34 acre legal parcel on which the only surviving buildings associated with the Elliott and Lyerly mill operations still standing. Until the Spring of 1997, buildings affiliated with the mill were present on the parcels north of the nominated parcel. These buildings have been demolished.

Photographs

1. View of front/east elevation of Lyerly Full Fashioned Mill
2. View of side/north elevation of Lyerly Full Fashioned Mill
3. View of rear/west elevation of Lyerly Full Fashioned Mill
4. View of side/south elevation of Lyerly Full Fashioned Mill
5. First floor interior looking west
6. Second Floor looking northeast
7. Tower stair detail
8. Rear stair detail
9. View of east and south elevations of Machine Shop

To: City Manager's Office
From: Chuck Hansen, Public Services Director
Contact Person: Rick Patton, Engineering
Date: 06 / 20 / 16
Re: Curb and Gutter Petition 16-02

REQUEST

To install curb and gutter along a portion of north side of 3300 block of 48th Ave. Ln. NE in response to a petition from a property owner.

BACKGROUND

The City Clerk has received a petition from the owner of a property along north side of 3300 block of 48th Ave. Ln. NE to install curb and gutter along a portion of their street as per section 29-2 of the Hickory Code of Ordinances. The petitioner(s) represents a majority, greater than 50%, of the property owner(s) as well as a majority, greater than 50%, of the property footage of the property frontage requested in the petition and therefore qualifies as a valid petition.

ANALYSIS

The attached petition number 16-02 was submitted to the City of Hickory and requests the City to construct curb and gutter along a portion of north side of 3300 block of 48th Ave. Ln. NE. The signature(s) on the petition represent 100% of the property owner(s) affected, who in turn represent 100% of the property footage affected as shown on the attached map and summary. The City Clerk, as shown on the included Certificate of Sufficiency, validated these numbers. The attached Preliminary Resolution calls for a public hearing on these matters to be held on August 2, 2016.

RECOMMENDATION

Recommend approval of the Preliminary Resolution to request a public hearing on August 2, 2016 to discuss all matters concerning petition #16-02 that is requesting the City to construct curb and gutter along a portion of north side of 3300 block of 48th Ave. Ln. NE.

PETITION 16-02 PROPOSED CURB AND GUTTER 3313 48th Av Ln NE



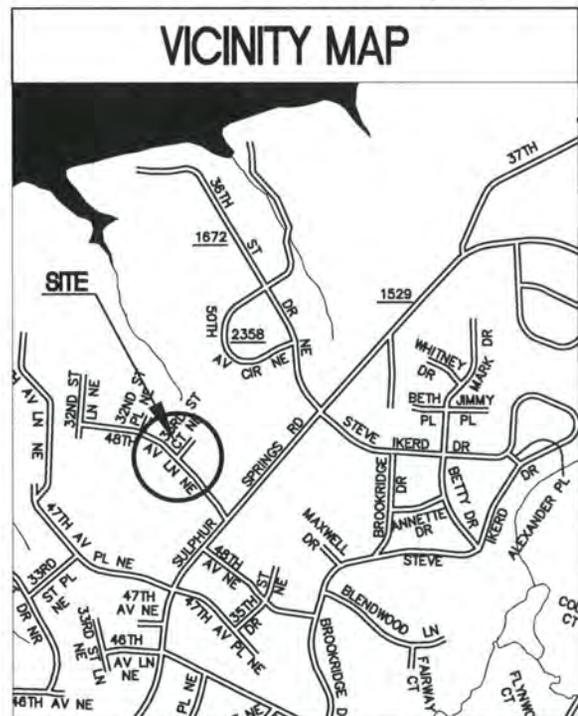
SCALE: 1"=60'

DATE: 6/20/16

1 Property Owners Total
 1 Property Owners Signed
 0 Property Owners Not Signed
 100% Property Owners Signed

248.52' Total Footage
 248.52' Footage Signed
 0% Not Signed
 100% Footage Signed

LEGEND	
①	SIGNED
1	NOT SIGNED
—	PROPOSED CG



NOT TO SCALE

PETITION FOR CONSTRUCTION OF CURB AND GUTTER

PETITION # 16-02
 (For Office Use Only)

QUALIFYING DATE: _____
 (For Office Use Only)

TO THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL OF THE CITY OF HICKORY,
 NORTH CAROLINA:

We, the undersigned citizens of the City of Hickory, being the owners of land abutting the street or section thereof, hereinafter named and described, do hereby petition the Mayor and Members of City Council of the City of Hickory to proceed as is provided in Chapter 160A, Article 10, of the General Statutes of North Carolina, to improve the portion of:

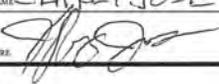
north side of 3300 block of 48th Ave. Ln. NE

by constructing concrete curb and gutter, according to plans and specifications on file in the office of the City Engineer.

We, the undersigned, do further petition that the cost of such improvements as measured along the right-of-way line for curb and gutter at \$24.00 per linear foot plus \$0.00 per linear foot for storm drain piping for a total of \$24.00 per linear foot excluding driveway cuts and \$48.50 per linear foot of driveway apron measured at its narrowest point plus \$0.00 per linear foot for storm drain piping for a total of \$48.50 per linear foot of driveway apron, be specially assessed against the property abutting on that portion of said street as is heretofore described, all as is provided for in said General Statutes or the Charter of the City of Hickory.

We, the undersigned, do further understand that the costs of the above petitioned improvements will be assessed against our property and that this assessment is payable to the City of Hickory upon completion in not more than five (5) annual installments at 8% interest.

*Prices effective July 1, 2016 through June 30, 2017.

ADDRESS OF LOT(S)	FOR PETITION	AGAINST PETITION	DATE
ADDRESS 3313 48 th Ave. Ln. NE	PRINT NAME <u>JEFFREY JOSE</u>	PRINT NAME	
PH# 3735-13-03-5303	SIGNATURE 	SIGNATURE	
ADDRESS	PRINT NAME	PRINT NAME	
PH#	SIGNATURE	SIGNATURE	
ADDRESS	PRINT NAME	PRINT NAME	
PH#	SIGNATURE	SIGNATURE	
ADDRESS	PRINT NAME	PRINT NAME	
PH#	SIGNATURE	SIGNATURE	
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ADDRESS	PRINT NAME	PRINT NAME	
PH#	SIGNATURE	SIGNATURE	

RESOLUTION NO. 16- ____

PRELIMINARY RESOLUTION
OF THE CITY COUNCIL OF THE CITY OF HICKORY
(NO. 16-02)

WHEREAS, on the 7th day of July, 2016, property owner of 3313 48th Avenue Lane NE, filed with the City Engineer of the City of Hickory a petition for improving said street by placing and constructing thereon curb and gutter according to plans and specifications on file in the Office of the City Engineer; and

WHEREAS, the City Clerk has certified to this Board that said petition is sufficient in all respects.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HICKORY:

1. That the above-mentioned petition is found to be sufficient in all respects.
2. That, that portion of 3313 48th Avenue Lane NE be improved by placing and constructing thereon curb and gutter in accordance with plans and specifications on file in the Office of the City Engineer under and by virtue of Chapter 160A, Article 10 of the General Statutes of North Carolina, and that said improvements be done by the City of Hickory or by contract after due notice and advertisement for bids, as outlined by Chapter 143, Section 129 of the General Statutes of North Carolina.
3. That 50 percent of the total cost of the said improvements may be assessed against the property receiving the improvement for constructing curb and gutter - \$24.00 per linear foot plus \$0.00 per linear foot for storm drain piping for a total of \$24.00 per linear foot excluding driveway cuts and \$48.50 per linear foot of driveway apron measured at its narrowest point plus \$0.00 per linear foot for storm drain piping for a total of \$48.50 per linear foot of driveway apron.
4. That the assessment herein provided for shall be payable in cash, or if the property owners shall so elect, in accordance with Chapter 160A, Sections 232 and 233 of the General Statutes of North Carolina, they shall have the option and privilege of paying the assessment in five (5) equal annual installments, to bear interest at the rate of 8 percent per annum.
5. That a public hearing on all matters covered by this resolution shall be held on August 16, 2016, at 7:00 p.m. in the Council Chamber of the Julian G. Whitener Municipal Building, located at 76 North Center Street, Hickory, North Carolina.

This the 19th day of July, 2016.

Rudy Wright, Mayor

Debbie D. Miller, City Clerk

Deputy City Attorney

Certificate of Sufficiency
(No. 16-02)

I, Debbie D. Miller, City Clerk of the City of Hickory, North Carolina, do hereby certify that the annexed petition of property owners for the improvement of a portion of 3313 48th Avenue Lane NE, Hickory was lodged with me on the 7th day of July, 2016, and that I have investigated the sufficiency of said petition; and that the results of my investigation are as follows:

The total number of owners of land abutting on the parts of said street proposed by said petition to be improved is one (1). The number of said owners who signed said petition is one (1), a majority.

The total number of lineal feet of said lands upon the parts of the street proposed by said petition to be improved is 248.52 feet. The number of said lineal feet represented by said owners who signed said petition is 248.52 feet, a majority.

For the purposes of said petition a majority in interest of owners of undivided interest in any piece of property have been deemed and treated by me as one person.

I find that the said petition is in all respects sufficient and in conformity with all requirements of Chapter 160 A, Article 10 of the General Statutes of North Carolina, as amended. I find also the parts of said street proposed by said petition to be improved have been definitely laid out, and that the boundaries of same have been definitely fixed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Hickory, this the 7th day of July, 2016.



Debbie D. Miller

Debbie D. Miller, City Clerk

15

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Chief Thurman Whisnant

Contact Person: Chief Thurman Whisnant

Date: July 6, 2016

Re: Retirement of Police Canine Gino and Adoption by Handler MPO Marcus Chapman

REQUEST: Hickory Police Department requests approval to allow MPO Marcus Chapman to adopt canine Gino upon his retirement July 1, 2016 due to an injury.

BACKGROUND: Hickory Police Department will retire canine Gino on July 1, 2016 due to an injury after seven years of service. With the specialized training of Gino, he will not be safe for public adoption. MPO Chapman is the handler of Gino and has bonded with the canine and is willing to provide care for Gino after retirement. Full care and liability for canine Gino will be the legal responsibility of MPO Chapman after the retirement of Gino. It is common to allow the handler to adopt his canine when it is retired from service.

ANALYSIS Canine Gino has worked for the police department for seven years and is nine years old. Gino has been injured which would limit his ability to perform his duties. MPO Chapman will take full responsibility for Gino and will relieve the City of Hickory of all obligations and responsibilities of Gino if the adoption is approved by City Council.

RECOMMENDATION Hickory Police Department recommends approval to retire canine Gino on July 1, 2016 due to an injury and allow MPO Marcus Chapman to adopt Gino.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Thurman Whisnant 7/6/16
Initiating Department Head Date

Rodney Miller 7-12-16
Asst. City Manager Rodney Miller Date

Melissa Miller 7-8-16
Finance Officer, Melissa Miller Date

Date

Amanda M. Dula 7-8-16
Deputy City Attorney, A. Dula Date

A. Surratt 7/8/16
Asst. City Manager, A. Surratt Date

Bo Weichel 7-11-16
Purchasing Manager, Bo Weichel Date

**Recommended for approval and placement on _____ Council agenda (as
Consent, Public Hearing, Informational, Department Report, etc).**

A. Surratt
Interim City Manager, A. Surratt

7/8/16
Date



16 29th Ave. NE
Hickory, NC 28601
Voice: (828) 328-2448
Fax: (828) 322-1235

Dr. Gary A. Pope
Dr. Lysa Deaton-Smith
Dr. Lorin R. Bilhorn
Dr. Melody O. Heath

RE: "Gino" Male Belgian Malinois of the Hickory Police Department

DOB: December 24, 2007

- Gino had been showing signs of neck pain – reluctant to move his head.
- He was sedated on June 16, 2016 and radiographs were taken.
- Gino has severe spondylosis from the first lumbar vertebra through the 5th Lumbar vertebra.
- He also possibly has small osteolytes (bone like fragments) around his cervical vertebrae.
- Either or both of these findings could be the cause of his recurring pain episodes.
- He would require an MRI for a more complete diagnosis and this could only be done in Charlotte and would require heavy sedation.
- To further exacerbate his condition he is showing a decrease of muscle mass in his back legs which is typical of older large breed dogs.
- His arthritic condition cannot be reversed and the only means of providing him relief is to curtail the type of vigorous activity required of him to fulfill his police duties.

Cordially,

Dr. Lorin R. Bilhorn DVM

Retiring Canine Agreement

This agreement shall be entered between The City of Hickory and Officer Marcus Chapman of the City of Hickory Police Department.

WHEREAS, the Hickory Police Department shall retire police canine Gino July 1, 2016; and

WHEREAS, Gino is personal property of the city and will no longer be of use or value to the City of Hickory and its police department from this date forth; and

WHEREAS, due to Gino specialized training the canine will not be safe for public adoption; and

WHEREAS, Officer Chapman is Gino's handler and has bonded with and worked with the canine and is willing and able to provide immediate care for Gino; and

WHEREAS, Officer Chapman will adopt and take full responsibility for Gino and relieve the City of Hickory of all obligations and responsibilities of the canine in accordance with the provisions of this agreement; and

WHEREAS, this agreement is intended to be a full and complete agreement between the City of Hickory and Officer Chapman; and

WHEREAS, Officer Chapman is not being coerced, forced, or inappropriately encouraged by the Hickory Police Department to adopt this canine; and

WHEREAS, this agreement is intended to be in effect until such time as the canine is no longer living.

NOW THEREFORE, the parties agree to the following provisions:

- (1) Officer Chapman shall assume full care and responsibility of the canine including, but not limited to:
 - (a) Providing adequate food, water, and shelter to the canine for the duration of its life; and
 - (b) Providing the canine with adequate health care; including but not limited to vaccinations, medication, and all other medical necessities as needed or as required by the county's animal control requirements; and
- (2) Officer Chapman shall assume all liability that may result from the canine's actions, including but not limited to those actions and behaviors learned as a result of the canine's special training provided by the City of Hickory; and
- (3) Officer Chapman shall not purposefully, negligently, or knowingly use the canine's special skill set developed as a result of its career as a police canine either for profit, personal gain, or in any capacity, whether this capacity would put others in danger or not; and
- (4) Officer Chapman shall release the City of Hickory from liability from any sickness or health deficiencies that resulted from the canine's work with the City of Hickory Police Department; and

- (5) Officer Chapman shall not loan, lend, give away, or rid himself of the canine in any manner which would result in the canine being in the care of another person, business, or entity; and
- (6) Officer Chapman shall be solely responsible for the actions of the canine while either in his personal care or otherwise; and
- (7) Any personal property equipment assigned specifically to Gino (collar, leashes) and any shelter previously constructed on Officer Chapman' property becomes the property of Officer Chapman. This does not include specialized police equipment (protective equipment, special police issued equipment); and
- (8) Officer Chapman shall become the canine's primary and sole caregiver as evidenced by his signature of this agreement and notarization by the proper authority.

**CITY OF HICKORY,
A North Carolina Municipal
Corporation**

ATTEST: (SEAL)

Debbie Miller, City Clerk

By: _____
Rudy Wright, Mayor

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

Melissa Miller
Melissa Miller, Finance Officer
City of Hickory

Approved as to form on behalf of the City of Hickory.

Arvita M. Dula
Attorney for the City of Hickory

Owner

(SEAL)

Owner

(SEAL)

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Budget Office / Cameron McHargue, Budget Analyst
Contact Person: Cameron McHargue / Melissa Miller
Date: July 6, 2016
Re: FY 2016-2017 Fee Schedule Amendments

REQUEST

Staff requests City Council approval of several amendments to the FY 2016-17 Fee Schedule.

BACKGROUND

City Council approved the annual FY 2016-17 Fee Schedule on June 21, 2016 along with the annual Budget Ordinance. Following this action, staff realized there were several omissions and misstated fees on the initial draft presented to City Council. The following items include the additions and specific fees to be amended along with explanations. Generally speaking, the City's practice has been to increase service fees according to the most recent Consumer Price Index (currently 0.7%) with the resulting fee rounded either up or down to the nearest quarter-dollar. The following adjustments either adhere directly to that practice or require adjustment due to other factors as noted.

ANALYSIS

The following are the recommended Amendments to the Fee Schedule:

- Under Fire Department "Thirty-six Month Inspections," add "*Mercantile (more than 10 tenants)*" at \$278.00. Note: This one fee replaces the former categories of "11 to 20 tenants" and "more than 20 tenants" which had been charging \$276.00 and \$552.00 respectively.
- Under Fire Department Construction Permits, change Automatic Sprinkler System Installation (per sq. ft.) and Fire Alarm and Detection System Installation (per sq. ft.) from \$0.01 to \$0.0149. This specific amount was, in fact, entered correctly into the spreadsheet but the display cell rounded it to two decimal places.
- Cemetery:

CEMETERY LOTS	14-15	15-16	Current	Corrected
Oakwood (must purchase two lots and no pre-need)	\$ 1,029.00 ea.	\$ 1,029.00 ea.	\$ 1,029.00 ea.	1,036.25 ea.
Fairview	\$ 729.00	\$ 734.75	\$ 734.75	\$ 740.00
Southside	\$ 729.00	\$ 734.75	\$ 734.75	\$ 740.00
Baby Grave with identification marker	\$ 729.00	\$ 734.75	\$ 734.75	\$ 740.00
CEMETERY PERMITS				
Internment Permit	\$ 61.75	\$ 62.25	\$ 62.25	\$ 62.75
Monument Permit	\$ 12.50	\$ 12.50	\$ 12.50	no change
Enurnment Permit	\$ 12.50	\$ 12.50	\$ 12.50	no change
Niche Opening After Initial Enurnment	\$ 180.75	\$ 182.25	\$ 182.25	\$ 183.50
COLUMBARIUM				
Single Niche	\$ 1,480.50	\$ 1,492.25	\$ 1,492.25	\$ 1,502.75
Double Niche	\$ 2,220.00	\$ 2,237.75	\$ 2,237.75	\$ 2,253.50

- Shuford Garden Rental: Change from \$173.25 to \$174.50.

- Recycling:

Change "Residential Recycling Bags (tax included)" to read "Residential Recycling Bags, *Clear* (tax included)". Reduce the fee from \$17.25 back to \$17.00 which, without the CPI increase, more accurately reflects the actual cost of the product.

- Sanitation:

Change "Residential Trash Bags (per hundred) (tax included)" to read "Residential Trash Bags, *Black* (per hundred) (tax included)". Reduce the fee from \$17.25 back to \$17.00 which, without the CPI increase, more accurately reflects the actual cost of the product.

The following Commercial Waste fees must be amended due to limitations in the billing process software that require twice-per-month collections to be billed at double the rate of once-per-month accounts. This in effect requires the new fee to be slightly higher than the CPI rate of 0.7%:

4 yard BC – 2 pickups per month: change from \$19.75 to \$20.00

6 yard BC – 2 pickups per month: change from \$31.25 to \$31.50

8 yard BC – 2 pickups per month: change from \$37.25 to \$37.50

- Parks & Recreation:

Correct Henry Fork River Regional Recreation Park Non-Resident Full Day (8 hours) 2015-2016 fee from \$569.00 to \$269.00 and update 2016-2017 fee to \$288.00.

RECOMMENDATION

Staff recommends approval of the FY 2016-2017 Fee Schedule Amendments as presented herein.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

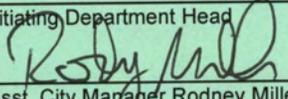
LIST THE EXPENDITURE CODE:

n/a

Reviewed by:

Initiating Department Head

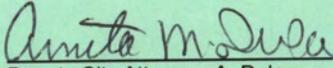
Date



Asst. City Manager Rodney Miller

7-12-16

Date



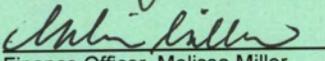
Deputy City Attorney, A. Dula

7-11-16

Date

Asst. City Manager, A. Surratt

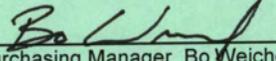
Date



Finance Officer, Melissa Miller

7-11-16

Date



Purchasing Manager, Bo Weichel

7-11-16

Date

Date

Recommended for approval and placement on July 19, 2016 Council agenda (as
Consent, Public Hearing, Informational, Department Report, etc).

Interim City Manager, A. Surratt

Date

Office of the Mayor

RESOLUTION OF THE HICKORY CITY COUNCIL

BE IT RESOLVED by the City Council of the City of Hickory, North Carolina:

WHEREAS, The City of Hickory heretofore adopted a Resolution organizing and constituting the City of Hickory Public Housing Authority under and by virtue of Chapter 157 of the General Statutes of North Carolina;

WHEREAS, Hickory City Council, by resolution, on June 5, 1984 increased the number of commissioners on the Hickory Public Housing Authority to seven, effective July 1, 1984.

WHEREAS, North Carolina General Statute 157-5 (a) allows the number of commissioners to consist of not less than five nor more than eleven commissioners appointed by the Mayor.

WHEREAS, Hickory City Council has determined that two additional Commissioners need to be appointed.

NOW, THEREFORE, BE IT RESOLVED:

The number of Commissioners for the City of Hickory Public Housing Authority is hereby increased from seven to nine, effective July 19, 2016, to be appointed by the Mayor, as provided by General Statutes 157-5 (a).

The term, duties and authorities of said additional Commissioners shall be the same as other Commissioners.

This the 19th day of July, 2016.

Rudy Wright, Mayor

BUDGET REVISION # 1

BE IT ORDAINED by the Governing Board of the City of Hickory that, pursuant to N.C. General Statutes 159.15 and 159.13.2, the following revision be made to the annual budget ordinance for the fiscal year ending June 30, 2017 and for the duration of the Project Ordinances noted herein.

SECTION 1. To amend the General Fund within the FY 2016-17 Budget Ordinance, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Public Safety	12,180	
Culture & Recreation	78,824	
TOTAL	91,004	-

To provide funding for the above, the General Fund revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	91,004	
TOTAL	91,004	-

SECTION 2. To amend Capital Project #B1A001, "Bond Projects - Administrative Costs", the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Projects		1,370
TOTAL	-	1,370

To amend the Project revenues for the above, the revenues will be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources		1,370
TOTAL	-	1,370

SECTION 3. Copies of the budget revision shall be furnished to the Clerk of the Governing Board, and to the City Manager (Budget Officer) and the Finance Officer for their direction.

Adopted this ____ day of _____, 2016

Mayor

Clerk

CITY OF HICKORY TRAVEL EXPENSE REPORT

Exhibit X.A.

Name of Coworker: Hank Guess

Travel dates: 6/8/2016 - 6/8/2016

Date of Report: March 30, 2016

(Must be submitted no later than
10 days after date of return)

Town Hall Day

Raleigh, North Carolina

Course description

Location

PLEASE ATTACH ALL REQUIRED RECEIPTS

	2/19/16							TOTALS		
	SUN	MON	TUES	WED	THURS	FRI	SAT	Cash	Credit Card	Vendor Ck
Room										
Meals				20.50				20.50		
Registration Fees									25.00	
Airfare Expense										
Rental Car										
City Vehicle Expense										
Personal Vehicle (1)								0.00		
City Fuel Card										
Other (2) Hotel Parking										
								\$20.50	\$25.00	

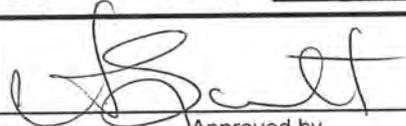
If personal vehicle was used, please fill in the number of miles driven: _____

(See notes #1 and #2)

Total Cash Expenses	\$ <u>20.50</u>	Balance Due Coworker	\$ <u>0.00</u>	0.00 Account #	<u>010-4100-512.10-02</u>
Cash Advanced	\$ _____	Balance Due City	\$ <u>0.00</u>	\$20.50 Account #	_____
Credit Card	\$ <u>25.00</u>			Account #	<u>101-4100-512.10-01</u>
Vendor Check	\$ _____				

CERTIFICATION: I certify that the above described travel was authorized official business, was not reimbursed by any other entity, and was performed in accordance with the City of Hickory Travel Policy and that no compensation was of a personal nature.

Coworker's Signature Cari Burns



 Approved by

6/23/16

 Date

1 - Current federal rate is \$0.565 per mile. May only receive reimbursement for use of a personal vehicle if City vehicle was not available.
 2 - List other expenses on reverse side

10

COUNCIL AGENDA MEMOS

Exhibit XI.B.1.

To: City Manager's Office
From: Dave Leonetti, Community Development Manager
Contact Person: Dave Leonetti, Community Development Manager
Date: June 21, 2016
Re: Consider Memorandum of Understanding with Habitat for Humanity of the Catawba Valley, Inc.

REQUEST

Approve attached Memorandum of Understanding between the City of Hickory and Habitat for Humanity of the Catawba Valley, Inc. regarding coordination between their housing rehabilitation programs

BACKGROUND

The City has been approached by Habitat for Humanity regarding a new partnership that will enable the expansion of their housing rehabilitation program in the hopes of benefiting more families in the City of Hickory. This Memorandum of Understanding (MOU) describes the coordination efforts that each organization will take when managing their housing rehabilitation programs. This was suggested by Habitat for Humanity to assist them in outlining their partnership with the City of Hickory when requesting funds from local donors and other agencies. Habitat's rehabilitation program is set to receive \$30,000 through the 2016-2017 Community Development Block Grant Program.

In addition, the City and Habitat will continue their partnership where the City offers reimbursement for the cost of water and sewer taps for new homes. This program is funded through the Public Utilities Division budget. Habitat requests funds through this program on an annual basis. The dollar value of these water and sewer taps has been valued at between \$2,000 and 3,000 per year over the past few years.

ANALYSIS

This MOU describes how the City of Hickory and Habitat for Humanity will work together to enhance their housing rehabilitation efforts. This should help the organizations serve more households in the community than if the organizations were working separately. Three homeowners receiving City of Hickory housing rehabilitation funds have already benefitted from the in-kind donation of roof shingles from Habitat for Humanity. This has helped reduce loan costs and increase the impact of limited funds on these houses. Habitat's ability to leverage volunteer labor and private contributions will also help them serve more households in the community.

RECOMMENDATION

Staff recommends approval of the attached Memorandum of Understanding between the City of Hickory and Habitat for Humanity of the Catawba Valley, Inc.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

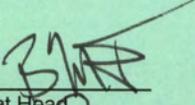
Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Brian Frazier



6/27/16

Initiating Department Head

Date

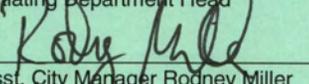
Quinta M. Dula

7/8-16

Deputy City Attorney, A. Dula

Date

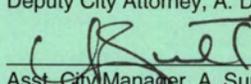
Ass. City Manager Rodney Miller



7-12-16

Date

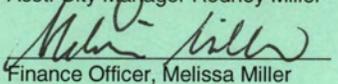
Ass. City Manager, A. Surratt



7/8/16

Date

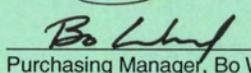
Finance Officer, Melissa Miller



7-12-16

Date

Purchasing Manager, Bo Weichel



7-11-16

Date

Date

Recommended for approval and placement on _____ Council agenda (as Consent, Public Hearing, Informational, Department Report, etc).

M. Berry

City Manager, M. Berry *Interim*

Date

7/8/16

**Memorandum of Understanding between the City of Hickory and
Habitat for Humanity of the Catawba Valley regarding Housing Rehabilitation Programs**

This agreement made this _____ day of _____ 2016 by and between The City of Hickory, a North Carolina municipal corporation having a mailing address of P.O. Box 398, Hickory, North Carolina 28603, hereinafter referred to as "Hickory," or "City," and Habitat for Humanity of the Catawba Valley, a not-for-profit organization, having a mailing address of P.O. Box 9475, Hickory, North Carolina 28603, hereinafter referred to as "Habitat."

Witnesseth:

Whereas, the City of Hickory's 2015-2019 Consolidated Plan for Housing and Community Development recognizes owner occupied housing rehabilitation as a high priority need in the community; and

Whereas, the City operates housing rehabilitation loan programs using Community Development Block Grant and North Carolina Housing Finance Agency funds as they become available; and

Whereas, Habitat has recently begun its Habitat Repairs! Program that aims to provide housing rehabilitation assistance to low and moderate income families in need throughout all of Catawba County including the City of Hickory; and

Whereas, the City and Habitat have agreed to partner together to offer housing rehabilitation services to homeowners in the City Limits of Hickory; and

Whereas, the parties have determined to have the terms and conditions under which the housing rehabilitation programs will be operated in this Memorandum of Understanding.

Now, therefore, in consideration of the mutual covenants and conditions, both general and special, as set forth herein, the parties, for themselves, their successors and assigns, agree as follows:

1. The City provided \$50,000 in funding during the 2015-2016 fiscal year. An additional \$30,000 has been approved for the 2016-2017 fiscal year. For subsequent years of this MOU, the City agrees to support Habitat for Humanity's housing rehabilitation efforts with funding as it becomes available. The City maintains its rights to determine funding based on the amount of funding available from local, state, and federal sources.
2. Habitat agrees to assist the City in its housing rehabilitation programs by providing in-kind materials such as roof shingles to the City as they become available.
3. The City and Habitat agree to periodically review their efforts to ensure that services are not duplicated. It is anticipated that Habitat will offer assistance for smaller jobs that are able to leverage volunteer labor and donated materials, and the City will handle rehabilitation efforts that need to be let out to contractors.

4. The City and Habitat agree to provide each other with relevant rehabilitation program information and discuss each other's programs with clients as appropriate.
5. Habitat and the City desire to increase the number of households receiving rehabilitation assistance. The parties will work together to develop plans to target their efforts in areas most in need of revitalization.
6. Habitat agrees to follow all applicable regulations related to funding received from the City and other sources.
7. This agreement will be in effect until June 30, 2018. The City and Habitat will review this memorandum of understanding prior its expiration to determine adjustments to the partnership.

In Witness Whereof, the undersigned have caused this Memorandum of Understanding to be duly executed this _____ day of _____, 2016.

Signatures on following page

ATTEST:

CITY OF HICKORY

A North Carolina Municipal Corporation

(SEAL)

Rudy Wright, Mayor

Debbie D. Miller, City Clerk

Approved as to form and legality on the 8th day of July, 2016.

Annita M. D'Onofrio
Attorney for the City of Hickory

Habitat for Humanity of the Catawba Valley
A North Carolina Not-for-Profit Organization

By: *Cliff Moone*
Cliff Moone, President

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

I, _____ a Notary Public of said county and state, certify that Debbie D. Miller personally came before me this day and acknowledged that she is City Clerk of the City of Hickory, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the City Council of the City of Hickory, the foregoing instrument was signed in its name and by its Mayor, sealed with its corporate seal and attested by her as its City Clerk.

Witness my hand and seal this _____ day of _____, 2016.

Notary Public

(SEAL)

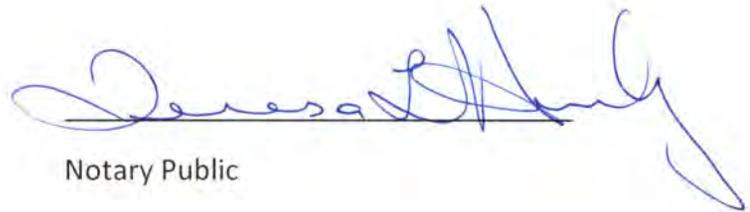
My Commission Expires: _____

STATE OF NORTH CAROLINA

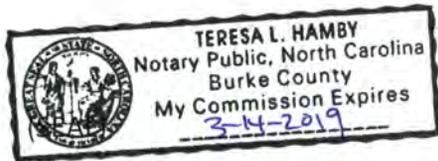
COUNTY OF CATAWBA

I, Teresa L Hamby, a Notary Public of said county and state, certify that Cliff Moone personally came before me this day and acknowledged that he is President of Habitat for Humanity of Catawba Valley, a North Carolina not-for-profit organization, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal.

Witness my hand and seal this 9 day of June, 2016.



Notary Public



My Commission Expires: 3-14-2019