

A G E N D A
HICKORY CITY COUNCIL

June 21, 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

June 21, 2016
7:00 p.m.

- I. Call to Order
- 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. **(Exhibit IV.A.)**
- V. Persons Requesting to Be Heard
- VI. Approval of Minutes
 - A. Regular Meeting of June 7, 2016. **(Exhibit VI.A.)**
 - B. City Council Subcommittee Special Meeting of June 3, 2016. **(Exhibit VI.B.)**
 - C. Special Meeting of June 16, 2016. **(Exhibit VI.C.)**
- 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 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.
- A. Approval of the Community Development Block Grant Funding Agreement between the City of Hickory and Safe Harbor Rescue Mission. **(Exhibit VIII.A.)**

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. Approval of the Community Development Block Grant Funding Agreement between the City of Hickory and AIDS Leadership Foothills-Area Alliance, Inc. **(Exhibit VIII.B.)**

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. Resolution – Cancellation of July 5, 2016 City Council Meeting. **(Exhibit VIII.C.)**

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. (This meeting in July has traditionally been cancelled by the City Council.)

D. Citizens' Advisory Committee Recommendations for Assistance through the City of Hickory's Housing Programs. **(Exhibit VIII.D.)**

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. 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. **(Exhibit VIII.E.)**

F. Approval of Two Municipal Participation Agreements with North Carolina Department of Transportation. **(Exhibit VIII.F.)**

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. 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. **(Exhibit VIII.G.)**

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. Approval of a Contract with JK Landscaping & Grading in the Amount of \$44,200 for Improvements to Southside Heights Park. **(Exhibit VIII.H.)**

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. Approval of 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. **(Exhibit VIII.I.)**

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.

- J. 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. Budget Ordinance Amendment Number 25. **(Exhibit VIII.K.)**

1. *To appropriate a total of \$523,000 from General Fund Balance and transfer same out of the General Fund (Fund 10) for purposes of establishing a Capital Project Ordinance for the Wayfinding Sign System within the General Capital Projects Fund (Fund 61). This is one of the Bond projects that will be covered initially by city reserves before bonds are actually issued. The \$523,000 will be used for two Wayfinding signage elements as follows: a) \$475,000 for procurement and installation of 102 signs along major gateways into Hickory directing travelers from I-40, US 321, NC 127, McDonald Parkway, and Springs Road to key areas and facilities within the City; and b) \$48,000 to update signs at I-40 interchanges to match with the terminology being used on the Wayfinding signs being installed in "a" above.*

L. Capital Project Ordinance Number 4. **(Exhibit VIII.L.)**

1. *To establish a Capital Project Ordinance for the Wayfinding Sign System within the General Capital Projects Fund (Fund 61) by appropriating \$523,000 from the General Fund Balance. This is one of the Bond projects that will be covered initially by city reserves before bonds are actually issued. The \$523,000 will be used for two Wayfinding signage elements as follows: a) \$475,000 for procurement and installation of 102 signs along major gateways into Hickory directing travelers from I-40, US 321, NC 127, McDonald Parkway, and Springs Road to key areas and facilities within the City; and b) \$48,000 to update signs at I-40 interchanges to match with the terminology being used on the Wayfinding signs being installed in "a" above.*

IX. Items Removed from Consent Agenda

X. Informational Item

XI. New Business:

A. Public Hearings

1. 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). **(Exhibit XI.A.1.)**

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.

B. Departmental Reports:

1. Friends of Hickory Park Naming Request. **(Exhibit XI.B.1.)**

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.

2. (a) Approval of a Contract with Rite Lite of Concord in the Amount of \$453,044.30 for Wayfinding Signs along Major Gateways into Hickory. **(Exhibit XI.B.2.a.)**

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) Approval of 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. **(Exhibit XI.B.2.b.)**

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.

3. Approval to Apply 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. **(Exhibit XI.B.3.)**

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.

4. 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 to nominate 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

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

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)

PUBLIC HOUSING AUTHORITY

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

Position 6 (Mayor Appoints)

Steve Hunt

(Eligible for Reappointment)

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)

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)

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)

WESTERN PIEDMONT REGIONAL TRANSIT AUTHORITY BOARD OF DIRECTORS

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

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

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. 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)
 - 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)
- XV. 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**



Life. Well Crafted.

Office of the Mayor

Exhibit IV.A.

City of Hickory

PO Box 398

Hickory, NC 28603

Phone: (828)323-7412

Fax: (828)323-7550

Email: rwright@hickorync.gov

PROCLAMATION

Citizen Lawyer Award Recognition

WHEREAS, the North Carolina Bar Association Citizen Lawyer Award was established in 2007 to recognize lawyers who provide exemplary public service to their communities. Honorees include elected and appointed government officials, coaches, mentors and voluntary leaders of non-profit, civic and community organizations; and

WHEREAS, Lawyers are nominated by their peers and colleagues and subsequently, honorees are selected by the Bar Association's Citizen Lawyer Committee in conjunction with the Citizen Lawyer Committee of the Bar Association's Young Lawyers Division; and

WHEREAS, attributes of a "citizen lawyer" include those who work in public service in appointed or elected positions, work with non-profit, charitable, and political organizations, military service, and volunteer service with youth sports programs and/or religious organizations; and

WHEREAS, Deputy City Attorney Arnita M. Dula has served on various boards including the Catawba County Bar Association (2007-2011); UNC Law Alumni Association's Board of Directors (2006-2012); North Carolina Bar Association co-chair on the Minorities in the Profession Committee (2007-2009), the Board of Governors (2009-2012), and presently is Chair of the Local Bar Services Committee; she currently is serving on the Board of Directors for the Continuing Legal Education Board for the North Carolina State Bar; the Board of Directors for North Carolina Municipal Attorneys Association; and

WHEREAS, Ms. Dula also served on the Board of Directors for the Women's Resource Center of Hickory (2007-2013), and the Rape Crisis Center of Catawba County (2009-2012); and is currently serving on the Board of Directors for the Catawba County Department of Social Services; and

WHEREAS, Ms. Dula will be recognized as a Citizen Lawyer recipient at the 2016 North Carolina Bar Association's Annual Meeting scheduled for June 23-26, 2016.

NOW, THEREFORE, I, Rudy Wright, Mayor of the City of Hickory, on behalf of Hickory City Council, do hereby congratulate and honor Deputy City Attorney Arnita Dula on this prestigious recognition and thank her for her commitment as an exemplary public servant to the citizens of Hickory and the State of North Carolina.

This the 21st day of June, 2016

Mayor Rudy Wright

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 7, 2016 at 7:00 p.m., with the following members present:

Brad Lail	Rudy Wright	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, Deputy City Attorney Arnita Dula, City Attorney John W. Crone, III, Executive Assistant 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. Charles Kyker, Christ United Methodist Church

Mayor Wright observed a moment of silence in memory of the Newton Firefighter Bradley Long who lost his life in the line of duty.
- III. Pledge of Allegiance
- IV. Special Presentations
 - A. Proclamation Honoring the 40th Anniversary of the Friends of the Library.

Mayor Wright read and presented a proclamation to representatives of the Friends of the Library, honoring the 40th Anniversary of the Friends of the Library.
 - B. Presentation of Deputy City Clerk Carissa "Cari" Burns and Administration of Oath of Office.

City Clerk Debbie Miller administered the oath of office to Carissa Burns to serve as Deputy City Clerk.
- V. Persons Requesting to Be Heard
- VI. Approval of Minutes
 - A. Regular Meeting of May 17, 2016

Alderman Seaver moved, seconded by Alderman Tarlton that the Minutes of May 17, 2016 be approved. The motion carried unanimously.

Mayor Wright announced that the motion was made by Alderman Seaver 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.

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

Mayor Wright announced that the motion was made by Alderman Zagaroli seconded by Alderwoman Patton and the motion carried unanimously.
 - A. Approval of Close-out Change Order Number 2 for the Sherwood Forest Sewer Project with Hickory Sand Company, Inc. (First Reading Vote: Unanimous)
 - B. Approval of a Bid and Award the Contract to Astron General Contracting Co., Inc. in the Amount of \$163,440 for the Repairs to the Bridge on 21st Avenue NW over Horseford Creek. (First Reading Vote: Unanimous)
 - C. Budget Ordinance Amendment Number 23. (First Reading Vote: Unanimous)
 - D. Capital Project Ordinance Amendment Number 1. (First Reading Vote: Unanimous)
 - E. Capital Project Ordinance Number 2. (First Reading Vote: Unanimous)
 - F. Approval to Purchase the Town of Long View Water Pump Station and Intake (PIN 2793-48-2212) in the Amount of \$401,852.55, Authorization of the City Manager to Execute the Offer to Purchase and Contract and City Attorney John Crone to Complete the Transaction. (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 Guess moved, seconded by Alderman Seaver approval of the Consent Agenda. The motion carried unanimously.

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

- A. Approved the Write-off of Uncollectible Accounts Totaling \$270,466.64, in Accordance with North Carolina General Statutes.

North Carolina General Statutes establish all street assessments, nuisance violations, and property taxes that are over ten years old and are no longer collectable, and should be written off in conjunction with the annual audit. For the current fiscal year (FY2015-2016), there are \$3,721.28 in street assessments, and \$80,761.44 in unpaid property taxes which exceeds the ten year limitation. In addition, a total of \$832.52 in property taxes and \$71,387.53 in rental accounts is being written off from Profile Aviation Center. Profile Aviation Center ended FBO operations at the Airport in December 2011. A previous litigation involving Profile Aviation Center was resolved in this current fiscal year. The City of Hickory's Accounting Division requires all other accounts that are over eighteen months in arrears be written off to comply with "Generally Accepted Accounting Principles" in order to more fairly represent financial assets of the City on the balance sheet. For the current fiscal year, this amount is \$113,763.87. Current fiscal year write-offs total \$270,466.64, compared to \$220,201.11 by FY2014-2015.

The Finance Division will continue to pursue collection of the debts. All eligible accounts over \$50 are submitted to the North Carolina Debt Setoff Program for collection. As of May 10, 2016, the City of Hickory has collected \$23,095.52 from the garnishment of North Carolina State income tax refunds and North Carolina State lottery winnings during this fiscal year. Staff recommends approval to write-off uncollectible accounts for Fiscal Year 2015-2016.

- B. Approved on First Reading the Purchase of a Portion of the 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.

Staff requests approval of the purchase of a portion of the property located at 3042 North Center Street which is located adjacent to the City-owned fire station. The vacant lot consists of .36 acre and the tax value is currently \$3,000. The City of Hickory has presented an offer of \$1,750 to purchase .14 acre of the property. Purchasing this property will continue the process of securing adjacent property as it comes available for future needs. There are no structures on this property. Staff requests approval of this purchase, and authorization of the City Manager to execute the Offer to Purchase and Contract, and City Attorney John Crone to complete the transaction.

- C. Approved on First Reading a Lease Agreement for City-owned Property Located at 1123 15th Street NE, Hickory.

Staff requests approval of a Lease Agreement with Richard Todd Mundy, Jr. to lease City-owned property located at 1123 15th Street NE. This property is adjacent to the City's Public Services Complex. The City has rented this home to City employees regularly since purchasing the home. Staff plans to continue renting the home until the property is needed for potential expansion of the Public Services Complex. Richard Todd Mundy Jr., is a Landscape Services Division employee. The terms of the proposed lease will be one year with a monthly rent of \$350. The lessee will be responsible for the payment of all utilities furnished to the property and yard maintenance. There will be a required security deposit of \$350. Staff recommends Council's approval of the Lease Agreement with Richard Todd Mundy Jr.

- D. Approved a Resolution to Declare 400 Surplus Discarded Library Materials.

Staff requests approval of a Resolution to declare surplus 400 discarded children's books. These materials will be donated to Hickory Public Schools for summer programs. Hickory Public Schools is creating a summer bookmobile program to reach students who may not have access to books. They have requested donations of books to help fill the bookmobile collection. Staff recommends that the discarded library materials be surplus and given to the Hickory Public Schools.

Public Notice advertised on May 27, 2016 in a newspaper having general circulation in the Hickory area.

RESOLUTION NO. 16-06
A RESOLUTION OF THE HICKORY CITY COUNCIL DECLARING SURPLUS LIBRARY
BOOKS AND AUTHORIZING DONATION TO HICKORY PUBLIC SCHOOLS

WHEREAS, the Hickory Public Library declares a list of 400 discarded children's books, out of date in poor condition, or no longer needed to meet the collection development goals of the library; and

WHEREAS, the Library wishes to dispose of said property to Hickory Public Schools for summer programs. Hickory Public Schools is creating a summer bookmobile program to reach students who may not have access to books.

WHEREAS, G.S. 160A-280 allows the city to donate to another governmental unit within the United States, or a nonprofit organization incorporated after advertising and Council approval.

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

SECTION 1. That authorization is given to the Hickory Public Library to dispose of the declared surplus in a manner serving the best interest of the City.

SECTION 2. This Resolution shall become effective upon adoption.

- E. Approved on First Reading the Purchase of 60 Radios from Loudoun Communications in the Amount of \$120,066.

Hickory Police Department requests approval to purchase 60 radios from Loudoun Communication in the amount of \$120,066. The purchase of handheld radios is necessary to ensure reliable communications between interagency emergency personnel in order to more efficiently and safely serve the public. The Harris XG-25P is the most cost effective handled radios that meets the needs of the department. These radios will allow the department to communicate between Federal, State, and agencies, as well as within the agency. These portable handheld radios should meet the needs of the department for the next five to seven years, allowing for the State's move to both 700 and 800 MHz as well as Phase 2 P25 compliance. This purchase was not competitively bid due to Loudon Communications being the only available supplier to the City for the Harris handheld radios. The sole source bidding exception found at G.S. 143-129(e)(6) states that when performance or price competition for a product are not available or a needed product is available from only one source of supply, the governing board shall approve the purchase. In accordance with this, staff recommends Council to approve use of the sole source exception and this purchase of 60 radios from Loudoun Communications at a total cost of \$120,066. Funds are budgeted in FY15/16 for this purchase.

- F. Approved on First Reading Applying for the 2016 Justice Assistance Grant to Purchase an Oculus System and Drug Abuse Resistance and Education (DARE) Supplies.

City of Hickory and Catawba County have received notification of approval to receive a combined allocation of \$31,020.00 under the 2016 Justice Assistance Grant Program. The JAG Program is a formula-based grant through the Office of Justice Programs/Bureau of Justice Assistance (BJA) that utilizes Uniform Crime Reporting statistics of all law enforcement agencies to determine eligibility for direct federal grant awards. Cities and counties are required to submit joint applications for the available funding. Catawba County is eligible for a direct award of \$12,113.00 and the City of Hickory is eligible for a direct award of \$18,907.00. There is no match required. The City of Hickory has agreed to serve as lead agency in the grant application process.

The Hickory Police Department will use these grant funds to purchase an Oculus Plug N Play surveillance system to be used in investigations focusing on repeat offenders of violent gun and drug offenses. The Drug Abuse Resistance and Education (DARE) program administers a prevention and education program that concentrates on substance abuse, violence and gang prevention. Funds will be used to purchase supplies for School Resource Officers to educate Hickory Public Schools fifth and sixth grade students. Hickory Police Department recommends approval to apply and accept the 2016 Justice Assistance Grant to purchase an Oculus System and DARE supplies in the amount of \$18,907.00 and to serve as lead agency in the grant process for a combined amount of \$31,020.00.

- G. Approved on First Reading the Community Development Block Grant Funding Agreement between the City of Hickory and City of Refuge Community Development Center, 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 the City of Refuge Community Development Center to ensure that all applicable federal regulations are met. Funds will be used to provide staff support to an afterschool program that primarily serves low to moderate income students. City of Refuges Community Development Center requested and was approved for funding in the amount of \$3,200 through the City of Hickory's CDBG program. Staff recommends approval of the CDBG funding agreement between the City of Hickory, North Carolina, and City of Refuge Community Development Center, Inc.

- H. Approved on First Reading the Community Development Block Grant Funding Agreement between the City of Hickory and Exodus Outreach Foundations, 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 Exodus Outreach Foundation to ensure that all applicable federal regulations are met. Funds will be used to provide transportation and employment serves at Exodus Homes, which provides support to homeless and previously incarcerated persons with substance abuse issues. Exodus Outreach Foundation requested and was 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 Exodus Outreach Foundation, Inc.

- I. Approved on First Reading the Community Development Block Grant Funding Agreement between the City of Hickory and Hickory Soup Kitchen, 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 the Hickory Soup Kitchen to ensure that all applicable federal regulations are met. Funds will be used to provide staff at the Soup Kitchen to ensure that they are able to provide hot meals and food pantry serves to those in need. The Hickory Soup Kitchen requested and was 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 Hickory Soup Kitchen, Inc.

- J. Approved the Changes to the Community Appearance and Landscape Incentive Grant Guidelines and Grant Scoring Criteria Changes.

The proposed changes to the Community Appearance and Landscape Incentive Grant programs have been put forth after months of consideration by the Community Appearance Commission. During its consideration, the Community Appearance Commission made recommended changes to these grant programs and scoring criteria with the intention of improving the program so that its administration is less subjective and focused on the grant scoring criteria that have already been approved by Hickory City Council. The recommended changes to the grant operating guidelines touch on two specific items. First, the changes eliminate the appeal option, as discussed by City Council. Secondly, the changes eliminates tenants, or third parties, from being applicants for grant consideration. The recommended change to the scoring criteria relates to what is referred to as "Impact" under the criteria for Community Appearance Grants. This change adds verbiage to the criteria to indicate a project receiving the highest score in this category must incorporate materials that are contextually appropriate. During the May 23, 2016 meeting, the Community Appearance Commission discussed the recommended changes and voted unanimously to recommend approval of the proposed changes to Council.

- K. Called for Public Hearing for Consideration of Rezoning Petition 16-03 for Hilton Materials, LLC 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). (Authorize Public Hearing for June 21, 2016, at 7:00 p.m. in Council Chambers of the Julian G. Whitener Municipal Building).

- L. Approved on First Reading the 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.

The Central Business District is defined as the area of downtown Hickory in the vicinity of Trade Alley to 2nd Avenue NW and 2nd Street NE to 3rd Street NW. This area is one of the oldest sections of the City of Hickory's collections and distribution systems and experiences occurrences of discolored water and low flows due to the waterlines being aged cast iron material. The sanitary sewer and storm drainage system areas are also burdened with issues of sizing and material failures. In March of 2015, City Council approved applying for a low interest loan from the State Revolving Loan Program to assist with completion of this project. This loan will allow the City to complete this crucial project in the most cost effective way without requiring the expenditure of substantial financial resources from Fund Balance. The State Revolving Loan Program requires the City to approve an Agreement, a Resolution agreeing to the provisions of the loan program, and an authorized representative. This Resolution also approves the execution of the Offer and Agreement by the Authorized Representative, including the loan closing cost of \$26,922 to be paid to the State. Staff recommends Council approve the 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 at 1.66 percent interest for 20 years.

RESOLUTION NO. 16-07
A RESOLUTION BY HICKORY CITY COUNCIL ACCEPTING A
NORTH CAROLINA CLEAN WATER STATE REVOLVING FUND IN THE AMOUNT OF
\$1,364,100.00 TOWARDS THE CENTRAL BUSINESS DISTRICT INFRASTRUCTURE
RENEWAL PROJECT

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

WHEREAS, the North Carolina Department of Environmental Quality has offered a State Revolving Loan in the amount of \$1,364,100 for the construction of the Central Business District Infrastructure Renewal Project, and

WHEREAS, the City of Hickory intends to construct said project in accordance with the approved plans and specifications,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HICKORY, THAT:

The City of Hickory does hereby accept the State Revolving Loan offer of \$1,364,100.

That the City of Hickory does hereby give assurance to the North Carolina Department of Environment and Natural Resources that all items specified in the loan offer, Section II – Assurances will be adhered to.

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

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

- M. Approved on First Reading the 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.

McGill Associates completed an evaluation of the Geitner Basin sewer system and provided Staff with a comprehensive listing of all defects detected. The Geitner Basin is one of the older sections of the City of Hickory from Main Avenue SW to 4th Street Drive SW to approximately the Highway 321/I-40 interchange area. The evaluation discovered essential repairs ranging from undersized sanitary sewer lines, partially crushed sewer lines, substantial voids around manholes, and numerous direct sources of inflow/infiltration from ground water sources that directly affect the cost of treating wastewater. Making these repairs will reduce the volume of unaccounted for water that we are currently paying to treat and prevent system failures by repairing areas around manholes. In March of 2015, City Council approved applying for a low interest loan from the State Revolving Loan Program to assist with completion of this project. The State Revolving Loan Program requires the City to approve an Agreement, a Resolution agreeing to the provisions of the loan program, and an authorized representative. This Resolution also approves the execution of the Offer and Agreement by the Authorized Representative, including the loan closing cost of \$70,390 to be paid to the State. Staff recommends Council approve the

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 at 1.66 percent interest for 20 years.

RESOLUTION NO. 16-08
A RESOLUTION BY HICKORY CITY COUNCIL ACCEPTING A
NORTH CAROLINA CLEAN WATER STATE REVOLVING FUND IN THE AMOUNT OF
\$3,519,475.00 TOWARDS THE GEITNER BASIN SEWER SYSTEM REHAB PROJECT

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

WHEREAS, the North Carolina Department of Environmental Quality has offered a State Revolving Loan in the amount of \$3,519,475 for the construction of the Geitner Basin Sewer System Rehab Project, and

WHEREAS, the City of Hickory intends to construct said project in accordance with the approved plans and specifications,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HICKORY, THAT:

The City of Hickory does hereby accept the State Revolving Loan offer of \$3,519,475.

That the City of Hickory does hereby give assurance to the North Carolina Department of Environment and Natural Resources that all items specified in the loan offer, Section II – Assurances will be adhered to.

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

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

- N. Approved on First Reading the School Resource Officer Agreement with Hickory Public Schools.

The Hickory Police Department has placed School Resource Officers in Hickory Public Schools for many years and continues to have a great working relationship with Hickory Public Schools. Hickory Police Department places a School Resource Officer in each of the High Schools and Middle Schools. Also, the School Resource Officers in the Middle Schools teach D.A.R.E. classes. Each Middle School Resource Officer is assigned as a liaison officer to each of the Elementary Schools. The purpose of the School Resource Officers in Hickory Public Schools is to provide a safer learning environment for students and staff while creating a positive interaction between students and Hickory Police Department. The School Resource Officer Agreement is for school years 2016-2017 and 2017-2018. Hickory Police Department will provide four Police Officers as School Resource Officers and Hickory Public Schools agrees to pay \$90,000 per school year to the City of Hickory.

- O. Approved on First Reading Budget Ordinance Amendment Number 24.

ORDINANCE NO. 16-24
BUDGET ORDINANCE AMENDMENT NO. 24

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, 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
Culture & Recreation	4,640	-
Other Financing Uses	32,646	-
TOTAL	37,286	-

SECTION 2. To provide additional revenues for the above, the revenues will be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous	4,640	-
Other Financing Sources	32,646	-
TOTAL	37,286	-

SECTION 3. To amend the Water and Sewer Fund, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Uses	313,712	-
Environmental Protection	441,853	-
TOTAL	755,565	-

SECTION 4. To provide additional revenues for the above, the revenues will be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	715,565	-
Contingency	-	40,000
TOTAL	715,565	40,000

SECTION 5. To amend the Capital Reserve Fund, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Uses	2,121,035	-
TOTAL	2,121,035	-

SECTION 6. To provide additional revenues for the above, the revenues will be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	2,566,429	445,394
TOTAL	2,566,429	445,394

SECTION 7. To amend the Transportation Fund, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Transportation	75,707	900,000
TOTAL	75,707	900,000

SECTION 8. To provide additional revenues for the above, the revenues will be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	27,130	900,000
Sales & Services	48,577	-
TOTAL	75,707	900,000

SECTION 9. 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.

P. Approved on First Reading Capital Project Ordinance Amendment Number 2.

ORDINANCE NO. 16-24
CAPITAL PROJECT ORDINANCE AMENDMENT NO. 2

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, the following amendment be made to the Capital Project Ordinance for the duration of the projects noted.

SECTION 1. To amend the General Capital Project Fund for Business Park 1764, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Projects	32,646	-
TOTAL	32,646	-

SECTION 2. To provide additional revenues for the above, the revenues will be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	32,646	-
TOTAL	32,646	-

SECTION 3. TO amend the Water & Sewer Capital Project Fund for the Hickory-Catawba Wastewater Treatment Plant, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Water & Sewer Capital Project	-	845,111
Other Financial Uses	445,394	-
TOTAL	445,394	845,111

SECTION 4. To provide additional revenues for the above, the revenues will be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Investment Earnings	33,931	-
Restricted Intergovernmental Revenues	-	433,648
TOTAL	33,931	433,648

SECTION 5. To amend the Water & Sewer Capital Project Fund for the Geitner Basin Sewer Rehabilitation, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Water & Sewer Capital Project	3,806,265	-
TOTAL	3,806,265	-

SECTION 6. To provide additional revenues for the above, the revenues will be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	3,806,265	-
TOTAL	3,806,265	-

SECTION 7. To amend the Water & Sewer Capital Project Fund for the Central Business District Infrastructure Rehabilitation, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Water & Sewer Capital Project	3,145,622	-
TOTAL	3,145,622	-

SECTION 8. To provide additional revenues for the above, the revenues will be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	3,145,622	-
TOTAL	3,145,622	-

SECTION 9. Copies of the Capital Project 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.

Q. Approved on First Reading Capital Project Ordinance Number 3.

ORDINANCE NO. 16-25
CAPITAL PROJECT ORDINANCE NO. 3

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, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
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General Capital Project	1,370	-
TOTAL	1,370	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	1,370	-
TOTAL	1,370	-

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 – None

X. Informational Item

XI. New Business:

A. Public Hearings

1. Presentation of City Manager’s FY2016-2017 Recommended Budget.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on May 20, 2016.

City Manager Mick Berry presented a PowerPoint Presentation. He commented about the challenges and struggles that Staff had with budgets throughout the last several years. He expressed his gratitude to Cameron McHargue and Rodney Miller who did a great job working with the Department Heads to put together a budget that was consistent with the principals that Council had laid out for them. He recognized that over the last dozen years the City had some real difficult budgets. There had been periods where they were cutting staff and dollars in one budget and adding them in another. There had been the addition of police officers and fire fighters, and at the same time making cuts in other departments. When you are able to do that as an organization without the departments fighting among themselves, it really says a lot about the culture of teamwork and commitment to serving the public that Council has with the Department Heads, and the Staff. He complimented the team that had come through some unprecedented difficult budgets and pulled together as a team to do that. He advised that last year the General Assembly made some changes to the law that took revenue from the City. Council recognized that cuts that had been made to the City departments could not be made to absorb that reduction without dramatically impacting services. Council chose to take Staff’s recommendation to raise the property tax for the first time in twenty years. In the context of those difficult challenges for this year, 2016/2017, it was actually a simple and straightforward budget.

Mr. Berry discussed the Operating Funds. When you net together all of the operating funds of the City, where the actual services are provided to the residents, the City was down from an \$83.8 million dollar budget, to an \$82.2 million dollar budget, or just a little under two percent. A lot of times in a city like Hickory, where we are very capital intensive with a large water and sewer system, you will have these fluctuations and swings. Which don’t really represent any change to the service that the City is providing, but reflects the fact in 2015/2016 we had major capital projects which we embarked on. He referenced the budget amendment approved on the consent agenda which contained five million dollars in water and sewer projects that are budgeted in 2015/2016, which will actually be built in 2016/2017, but the money stays in the 2015/2016 budget. That five million dollar swing in the Water and Sewer Fund really accounts for the net, the two percent reduction overall because the General Fund was actually up 4.1 percent. The General Fund was just under \$48 million, Water and Sewer Fund just under \$25 million, Sludge Compost Fund, was separate, it is used to treat sludge and part of the Water and Sewer Fund. Stormwater is a mandated service it tends to be flat from year to year. Transportation Fund, was for the Airport, and Solid Waste was down because of trucks which were purchased in the current year.

Mr. Berry continued the discussion with Internal Service Funds which is an accounting requirement. There are departments within the City which don’t serve the public but serve other departments. He used as an example fleet. The City maintains most of their own fleet of vehicles. The garage budget was down about ten percent due to capital purchases also. Fiscal Year 15/16 \$2.9 million and fiscal year 16/17 \$2.6 million. Capital Reserve Fund is a fund where annually

Council will set aside funds. It is a conservative practice where Council will set aside for a year or two anticipating large capital expenditures. Generally they will be able to make those expenditures with cash. He advised that the City had needs from time to time where they would do some short term financing. He noted a big drop there. The Water and Sewer and General Fund projects ran through the Capital Reserve, there were over \$8 million dollars in the current year's budget. He advised that the recommendation was more in line with a normal year, not a lot of capital expenditures. He mentioned that Council's policy was to set aside two pennies on the tax rate every year into that reserve fund. A very prudent practice. He advised that recommendation represented that plus funds being transferred from the Utility Fund as well. He discussed the Insurance Fund. The City is self-insured as a city. The City has various contracts with service providers, which is one of the few expenses that is going up. He advised it was just under \$7 million dollars to take care of the health needs of 640 employees in the City. He advised if you put those together we are actually down eight percent. The line share of that was the capital projects reflected in the \$101 million dollar budget in the current year and that drops down to \$93.5 million dollars looking forward in the 2016/2017 year.

Mr. Berry discussed the overall highlights. He did not recommend a tax increase. The previous decision of Council to account for the loss in value due to revaluation and also the loss of privilege license revenue, \$0.5665, will hold the City's operating budget for a number of years. There were no new positions included in the budget. He advised that they are taking a current vacant position in utilities and reclassifying that for a Project Manager position that will help with the bond projects. Advertisement for the position had gone out and they are hoping to find a good person to join the City's team. He recommended that the merit pay program, which had been in place for a number of years, continue for coworkers who exceed the expectations that are laid out for their year's work plan, would receive a three percent increase on October 1st. Those who meet the standard would receive two percent, the total cost across the City, \$750,000. Operating expenditures across all departments are flat. There were variations from one department to another, but when you aggregate those there were no changes there. He noted some positive movement in property tax, which was encouraging. 1.6 percent increase in values. He advised that there were years when we were actually losing value. We are back on the positive side and are seeing a really nice movement in sales tax as well and are projecting a six percent increase there. He discussed Operating Capital, which are thought of as rolling stock, things that are funded directly out of the General Fund. You are not moving money to the Capital Reserve Fund to make big purchases. That amount was up \$269,000. Per Council's policy every year the fees that the City charges for various things based on the CPI, which was going up .7 percent.

Mr. Berry discussed the General Fund. Council's practice was to transfer two pennies on the tax rate, \$920,000 into Capital Reserve. You are basically frontloading expenditures. He advised they were putting back \$920,000 this year and were using \$650,000 which they actually had put back last year. It is a conservative practice to put money back, have it there, and tap into a portion of it as needed for capital needs. Contingency was at \$650,000 which also was Council's practice for a longstanding period of time. Sometimes capital expenditures may exceed the City's ability to pay as you go with cash. The City will borrow with an installment purchase to fund a replacement fire truck that is in the regular schedule of replacing trucks. He advised there would be debt obligations rolling off. He commented about the extremely good debt position that the City has. We owe very, very little for a city our size. That is going to continue to roll off in 2017/2018 as the recreation center debt is retired. The City is in a great position to take on debt with the bond projects as that comes up in the next year to two years. He advised that the City owned the Convention Center as an asset, but it is operated by a statutory authority called the Tourism Development Authority (TDA). He noted that Alderman Tarlton and Mayor Wright both had served on that board. That entity is completely self-funded. The occupancy tax which are paid at the hotels supports the capital and some of the operating needs. They charge people for events. We are very fortunate because we are one of the few communities in North Carolina that runs a Convention Center that is self-supporting.

Alderman Tarlton interjected the only one that he was aware of.

Mr. Berry commented as he had meetings with peers around the State it was interesting to learn how much comes from General Funds to support those functions in other communities. That is a great model. However, it does impact the budget, technically the City receives all of the money in. The City makes debt payments and all of the money that is committed to the Convention Center gets transferred back to them. There was an increase of \$100,000 on top of what is typically there, that will flow through the City's budget and back to the Convention

Center, the TDA. Also there was the partnership with Greenway Transit which was a multi-county partnership with the municipalities and counties in our region. They have some capital needs, the City's share of that for the upcoming year was \$57,000. Those are expenditures that you will see every couple of years as they replace vehicles.

Mr. Berry discussed the Water and Sewer Fund. All partners had been notified of a 1.8 percent increase to cover CPI and operating increases. He advised they were setting aside \$740,000 for Capital Reserve. The same kind of practice as the General Fund, set it aside and then next year you have those reserves and will decide how much to spend. He referenced the \$5 million dollars in the current year's budget, the City still has some pretty significant projects that they were requesting \$3.3 million dollars in projects for the upcoming budget. Those projects were listed on the PowerPoint presentation and included the Kenworth water system rehabilitation, Moose Club pump station rehabilitation, system-wide comprehensive water system analysis with CIP, and sanitary sewer evaluation for rehabilitation/replacement downtown to Cripple Creek. He advised that the older infrastructure was located downtown and some of those pipes were over 100 years old. There is a lot of INI, rainwater and other sources that get into the system that end up being treated, which we really shouldn't be treating.

Mr. Berry discussed the Solid Waste Fund. He advised that the biggest expenditures there was the manpower and the equipment used to pick-up the trash and also the tipping fee that the County charges all of the municipalities and residents to dispose of the trash. It has been Council's policy to continually look at making that self-supporting. Mr. Berry thought that was a good decision that Council made years ago when property tax was going backwards. They ask residents to pay their own way in this area. For a number of years there had been small increases made to the solid waste fee. He recommended going up \$1.00, the total monthly fee that a residential collection will charge will be \$19.50 per month. The City benchmarked against what the private sector offers and we are still competitive there, a little bit less than they are. The City will be at 87.5 percent self-supporting. Only 12.5 percent of that budget comes from tax dollars to support picking up and handling waste throughout the City.

Mr. Berry discussed the Airport, which had become a shining-star in the last few years. It has now come to fruition, where we have taken steps to completely get the airport under the City's control. He commended Terry Clark for the fantastic job of growing the number of fixed aircraft that are at the airport. Mr. Clark was very high on customer service. The airport is not only self-supporting but it is paying back the General Fund the \$900,000 that was loaned to the airport in order to pay-off the court required settlement as the City parted ways with the private FBO operator. Mr. Berry was proud of that. It was Council's goal going into this process. It took several years to get there, but it is now self-supporting and Mr. Clark has people regularly expressing interest in moving their aircraft and their operations to the airport. It is a strategic asset when it comes to recruiting companies. It is fantastic that it is paying its own way with the fuel, land leases, hangar rents, etc., that are charged there.

Mr. Berry discussed the Stormwater Fund, which is required by State statute and Federal law. No significant changes there. He continued with the Insurance Fund. The City is one of the last governmental entities, and probably in the private sector as well, that still covers 100 percent of the employee's health insurance. That is a benefit that coworkers are appreciative of. Every year they are making tweaks, changes and adjustments to make that fund continue to balance. They are ending spousal coverage at the end of this month. Coworkers were informed of that a year ago that was coming. There is a program to encourage people to quit using tobacco. If someone chooses to use tobacco they pay a monthly fee for their health insurance. Dependent coverage is paid by the employee and is extremely expensive, but it is not subsidized by the City. He thanked Claudia Main for her work on this. She does a great job in benchmarking against other entities, and other organizations consulting about what is going on in the marketplace and recommending some adjustment. There will be an increase on the copays for prescription drugs which will help the fund approximately \$100,000 for the coming year. He advised that was the 2016/2017 recommended budget. He thanked Council and the Mayor for their assistance with the budget.

Mayor Wright appreciated the details that Mr. Berry had provided. He was very proud that the City lays it out there for the constituents to judge for themselves.

Mr. Berry advised that approximately a year ago Staff started on an initiative, driven by the bonds, that they wanted everyone to know what was going on with everything. On the City's website there is two pieces of software. He asked IT Staff to display it on the screen. He pointed out the existing \$102 million dollar

budget on the website. He advised that all the numbers that he discussed were available to the public. The current year budget, last year's budget and the recommended budget. He noted how each of the funds were broken down, and advised that you could click on those bars and drill down forever and ever. He wanted to make sure that the public was aware of that, and Staff welcomes everybody's insight and input into it. It is great technology, it is more than just a paper document. You can slice it, dice it, and analysis it however you want to.

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. Mayor Wright asked if there was anyone present to speak in favor of the proposal. No one appeared. Mayor Wright closed the public hearing.

Alderman Seaver moved, seconded by Alderman Zagaroli approval of the City Manager's FY 2016/2017 Recommended Budget. The motion carried unanimously.

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

ORDINANCE NO. 16-26
CITY OF HICKORY BUDGET ORDINANCE FISCAL YEAR 2016-2017

BE IT ORDAINED by the Governing Board of the City of Hickory, North Carolina:

SECTION 1. It is estimated that the following revenues will be available in the General Fund for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017:

Ad Valorem Taxes	\$25,390,000
Other Taxes	14,500,000
Unrestricted Intergovernmental Revenues	595,000
Restricted Intergovernmental Revenues	2,054,401
Licenses and Permits	7,200
Sales and Services	1,750,359
Investment Earnings	125,000
Miscellaneous	318,000
Other Financing Sources	<u>3,249,773</u>
	<u>\$47,989,733</u>

SECTION 2. The following amounts are hereby appropriated in the General Fund for the operation of the City government and its activities for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017, in accordance with the chart of accounts heretofore established for this City:

General Government	\$ 6,272,335
Public Safety	23,271,046
Transportation	6,262,037
Economic and Community Development	2,981,290
Culture and Recreation	5,937,195
Other Financing Uses	1,200,311
Debt Services	1,415,519
Contingency	<u>650,000</u>
	<u>\$47,989,733</u>

SECTION 3. It is estimated that the following revenues will be available in the Water and Sewer Fund for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017:

Restricted Intergovernmental Revenues	\$ 1,181,577
Sales and Services	21,716,880
Investment Earnings	50,000
Miscellaneous	340,000
Other Financing Sources	<u>1,681,128</u>
	<u>\$24,969,585</u>

SECTION 4. The following amounts are hereby appropriated in the Water and Sewer Fund for the operation of the water and sewer utilities for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017, in accordance with the chart of accounts heretofore established for this City:

Environmental Protection	\$19,892,096
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Other Financing Uses	1,157,697
Debt Service	3,619,792
Contingency	<u>300,000</u>
	\$24,969,585

SECTION 5. It is estimated that the following revenue will be available in the Sludge Compost Fund for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017:

Restricted Intergovernmental Revenues	<u>\$1,726,338</u>
	\$1,726,338

SECTION 6. The following amounts are appropriated in the Sludge Compost Fund for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017, in accordance with the chart of accounts heretofore established for this City:

Environmental Protection	<u>\$1,726,338</u>
	\$1,726,338

SECTION 7. It is estimated that the following revenue will be available in the Stormwater Fund for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017:

Other Financing Sources	<u>\$267,702</u>
	\$267,702

SECTION 8. The following amounts are appropriated in the Stormwater Fund for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017, in accordance with the chart of accounts heretofore established for this City:

Environmental Protection	<u>\$267,702</u>
	\$267,702

SECTION 9. It is estimated that the following revenues will be available in the Transportation Fund for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017:

Sales and Services	\$2,584,027
Restricted Governmental Revenues	6,000
Investment Earnings	<u>1,000</u>
	\$2,591,027

SECTION 10. The following amounts are appropriated in the Transportation Fund for the operation of Transit and Airport activities for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017, in accordance with the chart of accounts heretofore established for this City:

Transportation	<u>\$2,591,027</u>
	\$2,591,027

SECTION 11. It is estimated that the following revenues will be available in the Solid Waste Fund for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017:

Other taxes	\$ 25,000
Sales and Services	4,241,400
Investment Earnings	5,000
Miscellaneous	3,000
Other Financing Sources	<u>371,460</u>
	\$4,645,860

SECTION 12. The following amounts are appropriated in the Solid Waste Fund for the operation of recycling, residential solid waste collection and commercial bulk services activities for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017, in accordance with the chart of accounts heretofore established for this City:

Environmental Protection	<u>\$4,645,860</u>
	\$4,645,860

SECTION 13. It is estimated that the following revenue will be available in the Capital Reserve Fund for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017:

Other Financing Sources	<u>\$1,660,000</u>
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\$1,660,000

SECTION 14. The following amounts are hereby appropriated in the Capital Reserve Fund for the Fiscal Year beginning July 1, 2016, and ending June 30, 2017 in accordance with the chart of accounts heretofore established for this City:

Other Financing Uses	<u>\$1,660,000</u>
	\$1,660,000

SECTION 15. The following amounts form the revenue portion of the financial plan for the Fleet Maintenance Fund:

Sales & Services	<u>\$2,666,033</u>
	\$2,666,033

SECTION 16. The following amounts form the expenditure portion of the financial plan for the Fleet Maintenance Fund:

General Government	<u>\$2,666,033</u>
	\$2,666,033

SECTION 17. The following amounts form the revenue portion of the financial plan for the Insurance Fund:

Sales and Services	\$6,917,094
Investment Earnings	40,000
Other Financing Sources	<u>37,462</u>
	\$6,994,556

SECTION 18. The following amounts form the expenditure portion of the financial plan for the Insurance Fund:

General Government	<u>\$6,994,556</u>
	\$6,994,556

SECTION 19. The operating funds encumbered on the financial records of June 30, 2016 are hereby re-appropriated into this budget.

SECTION 20. There is hereby levied a property tax at the rate of fifty-six and sixty-five ten thousandths cents (\$0.5665) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2016, for the purpose of raising the revenue listed as "Ad Valorem Taxes" in the General Fund in Section 1 of this ordinance. This rate is based on a total estimated valuation of property for the purposes of taxation of \$4,565,919,360 and the Fiscal Year 2015-2016 estimated rate of collection of 98.2%.

SECTION 21. The corresponding "FY 2016-2017 Schedule of Fees" is approved with the adoption of this Annual Budget Ordinance.

SECTION 22. The City Manager (Budget Officer) is hereby authorized to transfer appropriations as contained herein under the following conditions:

- a. He may transfer amounts between line-item expenditures within the same functional area within a fund without limitation and without a report being required.
- b. He may transfer amounts up to \$50,000 between functional areas including contingency appropriations, within the same fund. He must make an official report on such transfers at the next regular meeting of the Governing Board.
- c. He may not transfer any amounts between funds, except as approved by the Governing Board in the Annual Budget Ordinance as amended.

SECTION 23. The City Manager (Budget Officer) is hereby authorized to execute agreements, within funds included in the Budget Ordinance or other actions by the Governing Body, for the following purposes:

- a. Form grant agreements to public and non-profit organization
- b. Leases of routine business equipment
- c. Consultant, professional, or maintenance service agreements
- d. Purchase of supplies, materials, or equipment where formal bids are not required by law

- e. Applications for and agreements for acceptance of grant funds from federal, state, public, and non-profit organizations, and other funds from other governmental units, for services to be rendered which have been previously approved by the Governing Body
- f. Construction or repair projects
- g. Liability, health, life, disability, casualty, property, or other insurance or performance bonds
- h. Other administrative contracts which include agreements adopted in accordance with the directives of the Governing Body

SECTION 24. Copies of the Annual Budget Ordinance shall be furnished to the City Clerk, to the Governing Board and to the City Manager (Budget Officer) and the Finance Officer to be kept on file by them for their direction in the disbursement of funds.

ORDINANCE NO. 16-27
CITY OF HICKORY 2016 COMMUNITY DEVELOPMENT ENTITLEMENT
BLOCK GRANT PROJECT ORDINANCE

BE IT ORDAINED by the City Council of the City of Hickory that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted.

SECTION 1. The project authorized is the 2016 Community Development Entitlement Block Grant program.

SECTION 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant document(s), the rules and regulations of the Department of Housing and Urban Development, and the budget contained herein.

SECTION 3. The following revenues are anticipated to be available to complete the project:

Restricted Intergovernmental Revenues	\$ 280,251
Miscellaneous	<u>130,000</u>
	\$ 410,251

SECTION 4. The following amounts are appropriated for this project:

Economic and Community Development	<u>\$ 410,251</u>
	\$ 410,251

SECTION 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement(s) and Federal and State regulations.

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

SECTION 7. The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

SECTION 8. The City Manager (Budget Officer) is directed to include a summary analysis of past and future costs and revenues on this grant project in every budget submission made to this board.

SECTION 9. Copies of this grant project ordinance shall be furnished to the Clerk of the Governing Board, the City Manager (Budget Officer) and the Finance Officer for direction in carrying out this project.

B. Departmental Reports:

- 1. Subcommittee Report on Deidra Lackey Memorial Park Conservancy Board Appointees

Mayor Wright advised that City Council previously elected three members, Alderman Tarlton, Alderman Zagaroli and himself, to serve on a Subcommittee to identify three nominees that they would bring back to Council for consideration. He requested Alderman Tarlton to submit a motion on the three recommendations.

Alderman Tarlton moved approval of the three nominees that were approved by the subcommittee.

Mayor Wright advised that the nominees were Burk Wyatt, Legal Counsel for CommScope; Frank Young, Financial Advisory with Raymond James; and Meg Nealon-Lail, a partner in a planning firm out of Charlotte.

Alderman Lail advised that Meg Nealon-Lail was not a partner there anymore, she had her own business. He also advised that she was his wife, which he wanted to disclose that to Council and the audience as well.

Alderman Tarlton commented that she was a good choice.

Alderman Lail advised that he had conferred with City Attorney John Crone and Deputy City Attorney Dula if he should vote on her appointment.

City Attorney John Crone advised that there was no direct or indirect financial interest that he could see. He didn't feel that anybody could prevent somebody that would be a good candidate and chosen by others to serve on a committee. He didn't find anything in the City's Code that would preclude that from occurring as well.

Alderman Seaver referenced Council's ethics training and commented that he must vote.

Alderman Lail commented an affirmative duty to vote.

Mayor Wright commented that is a misunderstanding that people have. It might appear to someone that it could be a conflict of interest, so they don't want to vote. First of all, Alderman Lail cannot choose not to vote. He can ask Council to vote to let him be recused. He has to vote, regardless of how someone might want to interpret that. He shared that there was absolutely no money involved in any of this. This is a volunteer position that will not involve any pay.

Alderman Seaver interjected that it is actually time, they are spending their time to serve the City.

Alderman Tarlton commented we are very grateful for.

Mayor Wright commented it is volunteering by three very talented people who bring great skills on behalf of the City to that Board.

Mayor Wright announced that the motion was made by Alderman Tarlton.

Alderman Seaver seconded the motion.

Mayor Wright reiterated motion by Alderman Tarlton, seconded by Alderman Seaver. The motion carried unanimously.

2. Appointments to Boards and Commissions

BUSINESS DEVELOPMENT COMMITTEE

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

At-Large (Council Appoints)	Jeff Hale (Eligible for Reappointment/Willing to Serve)
At-Large (Council Appoints)	Kirk Hobart (Eligible for Reappointment/Willing to Serve)
At-Large (Council Appoints)	Dr. Dana Chambers (Eligible for Reappointment/Willing to Serve)
At-Large (Council Appoints)	Rich Brown (Eligible for Reappointment/Willing to Serve)
At-Large (Council Appoints)	Cheryl Garnett Resigned 5-23-2016

Alderman Patton nominated Jeff Hale, Kirk Hobart, Dr. Dana Chambers, and Rich Brown as the At-Large Representative on the Business Development Committee.

CITIZENS ADVISORY COMMITTEE

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

At-Large (Council Appoints)	Mark Huggins (Not Eligible for Reappointment)
Small Cities Project Area (Council Appoints)	Ola Maye Williams (Eligible for Reappointment/Willing to Serve)

Alderwoman Patton nominated Ola Maye Williams as the Small Cities Project Area Representative on the Citizens Advisory Committee.

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)	Candas Brown (Eligible for Reappointment/Does Not Wish to Serve Again)
Ward 5 (Zagaroli Appoints)	Debbie Rush (Not Eligible for Reappointment)
Ward 6 (Patton Appoints)	Lisa Morphis (Eligible for Reappointment/Willing to Serve)
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)	Charles Hayes (Eligible for Reappointment/Willing to Serve)
At-Large (Council Appoints)	Janet Painter (Eligible for Reappointment/Does Not Wish to Serve Again)
Planning Commission Representative – Hickory Regional Planning Commission Appoints	(Hickory Regional Planning Commission Voted to Appoint Junior Hedrick)

Alderwoman Patton reappointed Lisa Morphis, as the Ward 6 Representative, and nominated Charles Hayes as the At-Large Representative on the Community Appearance Commission.

COMMUNITY RELATIONS COUNCIL

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

Caucasian (Council Appoints)	Katherine Newton (Eligible for Reappointment/Willing to Serve)
Caucasian (Council Appoints)	Darrell Rogers (Eligible for Reappointment/Does Not Wish to Serve Again)
Other Minority (Council Appoints)	Nancy Yang (Eligible for Reappointment/Willing to Serve)
Other Minority (Council Appoints)	VACANT
Other Minority (Council Appoints)	Adelia Parrado-Ortiz resigned 5-20-2016
Differently Abled and is African-American or Other Minority (Council Appoints)	Patricia Bowman (Eligible for Reappointment/Willing to Serve)

Alderwoman Patton nominated Katherine Newton, as the Caucasian Representative, Nancy Yang as an Other Minority Representative and Patricia Bowman as the Differently Abled and is African American or Other Minority Representative on the Community Relations Council.

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)
Ward 6 (Patton Appoints)	Shauna O'Brien (Eligible for Reappointment/Willing to Serve)
Burke County (Mayor to Nominate)	VACANT Since 8-6-2008
Brookford (Mayor to Nominate)	VACANT Since 6-2006

Alderwoman Patton reappointed Shauna O'Brien as the Ward 6 Representative on the Hickory Regional Planning Commission

HISTORIC PRESERVATION COMMISSION

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

Historic Properties (Council Appoints)	Sarah Huffman (Not Eligible for Reappointment)
Historic Properties (Council Appoints)	Amelia Stafford (Eligible for Reappointment/Willing to Serve)
Building Trades Profession (Council Appoints)	Larry Triplett (Not Eligible for Reappointment)
At-Large (1) (Council Appoints)	Steven Walker (Not Eligible for Reappointment)

Alderman Patton nominated Amelia Stafford as a Historic Properties Representative on the Historic Preservation Commission.

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

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)

PUBLIC HOUSING AUTHORITY

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

Position 6 (Mayor Appoints)	Steve Hunt (Eligible for Reappointment)
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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)
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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)

UNIVERSITY CITY COMMISSION

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

At-Large (Council Appoints)	Muriel Gabriel (Eligible for Reappointment/Willing to Serve)
At-Large (Council Appoints)	Ryan Edwards (Eligible for Reappointment/Willing to Serve)
Hickory Downtown Development Director	Connie Kincaid (Eligible for Reappointment/Willing to Serve)

Chamber of Commerce Executive Director or his/her Designee Danny Hearn
(Danny Hearn Retiring from Chamber)

Alderwoman Patton nominated Muriel Gabriel and Ryan Edwards as At-Large Representatives and Connie Kincaid as the Hickory Downtown Development Director.

Alderwoman Patton moved seconded by Alderman Lail approval of the above nominations. The motion carried unanimously.

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

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

Alderwoman Patton commended public services for working on Memorial Day. They were out on a hot day, and they were most accommodating in picking up yard waste. They were very nice, it was greatly appreciated, and they do a great service.

Alderman Tarlton agreed.

Mayor Wright thanked City Manager Mick Berry for his leadership. The City had a great "ride" under Mr. Berry's leadership. It had not been a great time to be the City Manager of the City of Hickory. The City had come through very well and was in great shape. He thought that the City of Hickory was recognized across the State for being in great shape. He advised that there would be an occasion for some roasting and toasting. He teased that he thought Mr. Berry might have more miles on him than some of the police vehicles. He thanked him for everything and for being such a great representative for the City of Hickory, in Hickory, in Catawba County, in North Carolina, and across the United States.

Mr. Berry thanked the Mayor and commented that it had been a pleasure to serve them and he would still get to serve all the residents.

Mayor Wright commented that they were very excited about this because they now understand the County like they never have before.

Mr. Berry joked that the Commissioners were a little worried about that.

Mayor Wright commented that some of the other municipalities are a little worried about that.

Alderman Seaver commented that they brought this upon themselves.

Mayor Wright interjected that they went into it with their eyes wide-open.

Alderman Seaver commended the crew who was doing the water and sewer lines in Kenworth.

Mr. Berry advised the workers were from Iron Mountain.

Alderman Seaver commented that the neighbors had advised him that those guys knew how to work. They had been watching them every day, and they were working, not just standing around watching. He advised that they had been doing a great job so far as he could tell.

XIV. Closed Session Per NC General Statutes 143-318.11(a)(6) to consult with the attorneys regarding the following: (Action on these items, if any, will occur in Open Session)

Mayor Wright moved that Council go into closed session to consult with the attorneys to discuss a personnel matter (the soon to be vacant City Manager's position), seconded by Alderman Lail. The motion carried unanimously.

Mayor Wright announced he moved seconded by Alderman Lail and the motion carried unanimously.

No action was taken upon return to open session.

XV. There being no further business, the meeting adjourned at 8:38 p.m.

Mayor

City Clerk

June 3, 2016

A Special Meeting of the Hickory City Council Subcommittee of the City of Hickory was held in the Law Library of the Municipal Building on Friday, June 3, 2016 at 5:00 p.m., with the following members present:

Vernon Tarlton

Rudy Wright
Aldermen

David P. Zagaroli

A quorum was present.

City Staff Present: Assistant City Manager Andrea Surratt and City Clerk Debbie D. Miller

- I. Mayor Wright called the meeting to order. All Subcommittee members were present.
- II. Discussion of the Nominees for the Deidra Lackey Memorial Park Conservancy Board

Alderman Tarlton moved, seconded by Alderman Zagaroli the nomination of Meg Nealon, Frank Young and Burk Wyatt to serve on the Deidra Lackey Memorial Park Conservancy Board. The motion carried unanimously.

- III. There being no further business, the meeting adjourned at 5:05 p.m.

Mayor

City Clerk

June 16, 2016

A Special Meeting of the City Council of the City of Hickory was held in the Council Chamber of the Municipal Building on Thursday, June 16, 2016 at 4:00 p.m., with the following members present:

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

A quorum was present.

Also present were: City Attorney John Crone and City Clerk Debbie D. Miller

- I. Mayor Wright called the meeting to order. All Council members were present except for Alderman Tarlton.
- II. Closed Session Per NC General Statute 143-318.11(a)(6) to consult with the attorneys regarding the following: (Action on this item, if any, will occur in Open Session)
 - 1. Discussion of a Personnel Matter – NCGS §143-318.11(a)(6)

Alderwoman Patton moved that Council go into closed session to consult with the attorneys to discuss a personnel matter, seconded by Alderman Zagaroli. The motion carried unanimously.

No action was taken upon return to open session.

- III. There being no further business, the meeting adjourned at 4:55 p.m.

Mayor

City Clerk

To: City Manager's Office
From: Dave Leonetti, Community Development Manager
Contact Person: Dave Leonetti, Community Development Manager
Date: May 31, 2016
Re: Approve CDBG Funding Agreement with Safe Harbor Rescue Mission

REQUEST

Approve attached agreement between the City of Hickory and Safe Harbor Rescue Mission 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 Safe Harbor Rescue Mission to ensure that all applicable federal regulations are met. Funds will be used to provide support to provide a day shelter at Safe Harbor, which provides support to homeless women in addition to meeting physical needs, such as food, shelter, showers, etc.

ANALYSIS

Safe Harbor Rescue Mission 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 Safe Harbor Rescue Mission.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

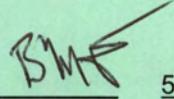
Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

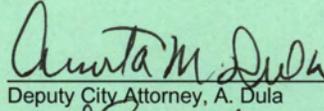
Brian M. Frazier



Initiating Department Head

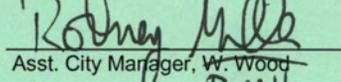
5-31-16

Date


Deputy City Attorney, A. Dula

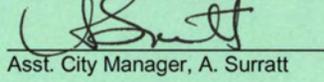
6-13-16

Date


Asst. City Manager, W. Wood

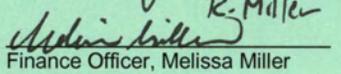
6-14-16

Date


Asst. City Manager, A. Surratt

6/14/16

Date


Finance Officer, Melissa Miller

6-14-16

Date

~~Administrative Services Director~~
M. Bennett

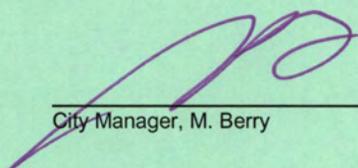
~~Date~~


Purchasing Manager, Bo Weichel

6-15-16

Date

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



City Manager, M. Berry

Date

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN THE CITY OF HICKORY AND SAFE HARBOR RESCUE MISSION 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 Safe Harbor Rescue Mission (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 Open Doors, Open Hearts-Day Shelter 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 a day shelter program for homeless women called the New Day Program. In addition to meeting physical needs, such as food, shelter, showers, etc., the program will also work to move each woman forward toward obtaining housing, employment, and/or further education with the goal of ending generational poverty.

The program will be open five days each week. A self-serve breakfast, hot lunch, and healthy snacks will be available on a daily basis. An intake specialist will assess each new visitor to determine her immediate and long-term needs. Staff will provide ongoing case management and various classes (job skills, money management, relationship boundaries, parenting, and basic computer skills) in order to help each guest progress toward meeting these needs. Services will be provided at the 210 2nd Street SE, Hickory, NC 28602 during typical business 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 services to homeless persons in the community. 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	180 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>

CDBG Subrecipient Agreement
 City of Hickory and Safe Harbor Rescue Mission.

Communications	0
Reproduction/Printing	0
Supplies and Materials	0
Mileage	0
Audit	0
Other (Specify)	0
Indirect Costs (Specify)	0
TOTAL	\$ 8,000

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	Vicki Murray, Executive Director Safe Harbor Rescue Mission, Inc. 210 2 nd Street SE Hickory, NC 28602 (828) 326-7233 Email: vicki@safeharborrescuemission.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 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

CDBG Subrecipient Agreement
City of Hickory and Safe Harbor Rescue Mission.

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:

CDBG Subrecipient Agreement
City of Hickory and Safe Harbor Rescue Mission.

“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.

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

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

SAFE HARBOR RESCUE MISSION

Abmal Hardy
President

ATTEST:

Patricia L. Rice
Secretary

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

William Miller
City of Hickory, Finance Director

This instrument has been approved as to form.

Arnta M. Duler
City Attorney, City of Hickory

To: City Manager's Office
From: Dave Leonetti, Community Development Manager
Contact Person: Dave Leonetti, Community Development Manager
Date: June 7, 2016
Re: Approve CDBG Funding Agreement with AIDS Leadership Foothills-Area Alliance, Inc.

REQUEST

Approve attached agreement between the City of Hickory and AIDS Leadership Foothills-Area Alliance, 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 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.

ANALYSIS

AIDS Leadership Foothills-Area Alliance 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 much needed medical case management services to persons living with HIV and AIDS.

RECOMMENDATION

Staff recommends approval of the attached CDBG funding agreement between the City of Hickory, North Carolina and AIDS Leadership Foothills-Area Alliance, Inc.

BUDGET ANALYSIS:

Budgetary Action

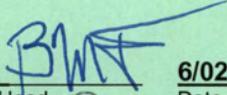
Is a Budget Amendment required?

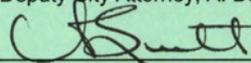
Yes

No

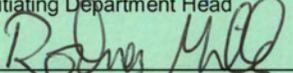
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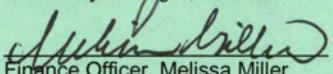
Reviewed by:

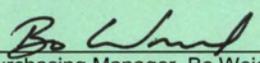
Brian M. Frazier  6/02/16
Initiating Department Head Date

Deputy City Attorney, A. Dula

Asst. City Manager, A. Surratt

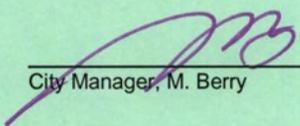
Date
6/14/16
Date

Asst. City Manager, R. Miller

Date 6-14-16

Finance Officer, Melissa Miller

Date 6-14-16

Purchasing Manager, Bo Weichel

Date 6-15-16

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



City Manager, M. Berry

Date

SUBRECIPIENT AGREEMENT

**AGREEMENT BETWEEN THE CITY OF HICKORY
AND
AIDS LEADERSHIP FOOTHILLS-AREA ALLIANCE, 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 AIDS Leadership Foothills-Area Alliance, 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 AIDS Leadership Foothills-Area Alliance (ALFA) Program 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 ALFA will provide medical case management services. HIV Case Management project is a client-focused, individualized strategy for coordinating social supports and medical care. ALFA's Medical Case Managers (MCMs) assist clients to get into treatment and to remain in medical care. Other project components include medical adherence support, prevention with positives, bridge counseling to keep clients in care. Medical Case Managers also provide clients with emergency financial assistance, transportation services to medical appointments, operate an emergency food pantry, and implement Renew: a behavioral health and empowerment program. These services will be provided Monday through Friday during regular business hours. Services will be provided at ALFA’s offices, which are located at 120 Fairgrove Church Road SE, Suite 28, Hickory, NC 28602.

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. The program will meet this objecting through the provision of medical case management services to persons living with HIV and AIDS.

C. Levels of Accomplishment – Goals and Performance Measures

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

<u>Activity</u>	<u>Units per Month</u>	<u>Total Units/Year</u>
Activity #1	14 individuals assisted	168 individuals per 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	\$ 8,000
Fringe	0
Office Space (Program only)	0
Utilities	0
Communications	0
Reproduction/Printing	0
Supplies and Materials	0
Mileage	0

Audit	0
Other (Specify)	0
Indirect Costs (Specify)	0
 TOTAL	 \$ 8,000

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	Martha Gantt, Chief Financial Officer AIDS Leadership Foothills Area Alliance 1220 Fairgrove Church Road SE Hickory, NC 28602 (800) 473-1447 Email: alfaoffingr@alfainfo.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 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, 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

AIDS LEADERSHIP FOOTHILLS-AREA ALLIANCE, INC.



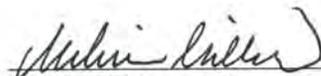
President

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

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.

Adopted this the _____ day of _____, 2016

THE CITY OF HICKORY a
North Carolina Municipal Corporation

(SEAL)

ATTEST:

By: _____
Rudy Wright, Mayor

Debbie D. Miller, City Clerk

Approved as to form this _____ day of _____, 2016

Attorney for the City of Hickory

7

COUNCIL AGENDA MEMOS

Exhibit VIII.D.

To: City Manager's Office
From: Dave Leonetti, Community Development Manager
Contact Person: Dave Leonetti, Community Development Manager
Date: June 2, 2016
Re: Citizen's Advisory Committee Recommendations

REQUEST Recommendations for assistance through the City of Hickory's Housing Programs.

BACKGROUND The mission of the City of Hickory's Community Development Division is to preserve the existing housing base, enhance ownership opportunities for all of its citizens to obtain decent housing and provide a quality environment conducive to the safe and healthy growth of its citizenry. The seven member Citizens' Advisory Committee was formed to provide for citizen input in the facilitation of the City's CDBG program, as well as any other similar community enhancement funding the City may receive.

ANALYSIS The following requests were considered by the Citizens' Advisory Committee at their regular meeting on June 2, 2016:

- Rudolph & Priscilla Hoyle, 1174 2nd Street Place SE, Hickory, were awarded a City of Hickory's Housing Rehabilitation Loan. The Citizens' Advisory Committee recommends approval for assistance not to exceed \$20,000.00 for repairs to their house. Assistance would be in the form of a 3% interest loan for a 10 year period.

Funds are budgeted for these items 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.

RECOMMENDATION The Citizens' Advisory Committee recommends approval of the aforementioned requests for assistance through the City of Hickory's housing assistance programs. Dave Leonetti, Community Development Manager, will be in attendance to answer any questions. Additional information that may be required can be discussed in closed session.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

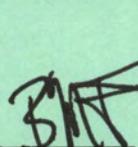
Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

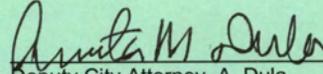
Brian M. Frazier



6/02/16

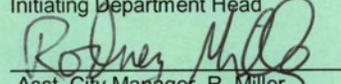
Initiating Department Head

Date


Deputy City Attorney, A. Dula

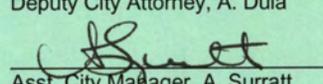
6-13-16

Date


Asst. City Manager, R. Miller

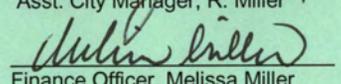
6-14-16

Date


Asst. City Manager, A. Surratt

6/14/16

Date

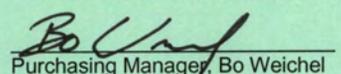

Finance Officer, Melissa Miller

6-14-16

Date

Administrative Services Director
M. Bennett

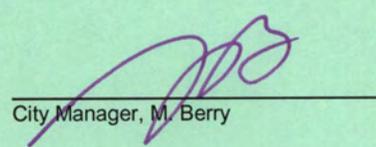
Date


Purchasing Manager, Bo Weichel

6-15-16

Date

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



City Manager, M. Berry

Date

HICKORY



CITIZENS' ADVISORY COMMITTEE

City of Hickory
PO Box 398
Hickory, NC 28603

Mark Huggins, Chairperson

Cliff Moone
Yvonne Setzer

Joseph Hart
Ola Maye Williams

Lydia Doll
Mary Young

MEMO

TO: City of Hickory - Community Development Office
DATE: June 2, 2016
FROM: Citizens' Advisory Committee
SUBJECT: Housing Rehabilitation Loan

During a regular meeting on June 2, 2016, Rudolph & Priscilla Hoyle was approved / declined) by the Citizens' Advisory Committee for recommendation to Hickory City Council for a 3% interest rate in the amount of \$20,000 to assist with renovations for their house located at 1174 2nd Street Place SE.

Lydia Doll

Mark Huggins

Chairman, Citizens' Advisory Committee

*Ola M. Williams
Mary E. Young
Yvonne Setzer*



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: 4th of July Pops Concert Under the Sails
 Applicant Name & Title: Western Piedmont Symphony by Martha Hill
 Organization: Executive Director
 Mailing (Billing) Address: 243 3rd Ave NE Suite 1N
 City / State / Zip: Hickory, NC
 Daytime Phone: 324-8603 Cell: _____ Email: executivedirector@wpsymphony.org
 Description of the Event: The Symphony is employed by the City of Hickory for the outdoor concert.
 Does the event have a Twitter, Facebook or other social networking page? No - promoted on City pages
 If yes, please list URL(s): _____

Event Address:	<u>Under the Sails - Hickory Downtown</u>	
Date of Event:	<u>June 26 - Sunday</u>	
Event Start Time:	<u>"Actual" 6:00 pm</u>	Event End Time: <u>8:00 pm</u>
Road Closure Begins (if applicable):	Road Closure Ends (if applicable):	
Set-Up Begins:	<u>8:00 pm</u>	Clean-Up Ends: <u>9:00 pm</u>
Preferred Date & Time of Inspection:	_____	
Estimated Attendance:	<u>up to 4,000</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: <u>Symphony is hired by the City of Hickory</u>		

APPLICANT'S SIGNATURE Martha Hill DATE: 5-10-16

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: Larry Gregg Phone: _____ Email: musicalmadness@embargo.com

Larry's Music and Sound

VOICE/MUSIC AMPLIFICATION

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: 1 Symphony Orchestra
 Type(s) of music: Classical and Pops

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
 If yes, please indicate times: Start time: 6:00 Finish time: 8:00

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? *Olde Hickory Brewery; Jones Van Drehtle Vineyard*

* Times for alcohol to be served: *4:00 - 7:00*

* Locations within event site where alcohol will be served:
Designated area near the public restrooms

* 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

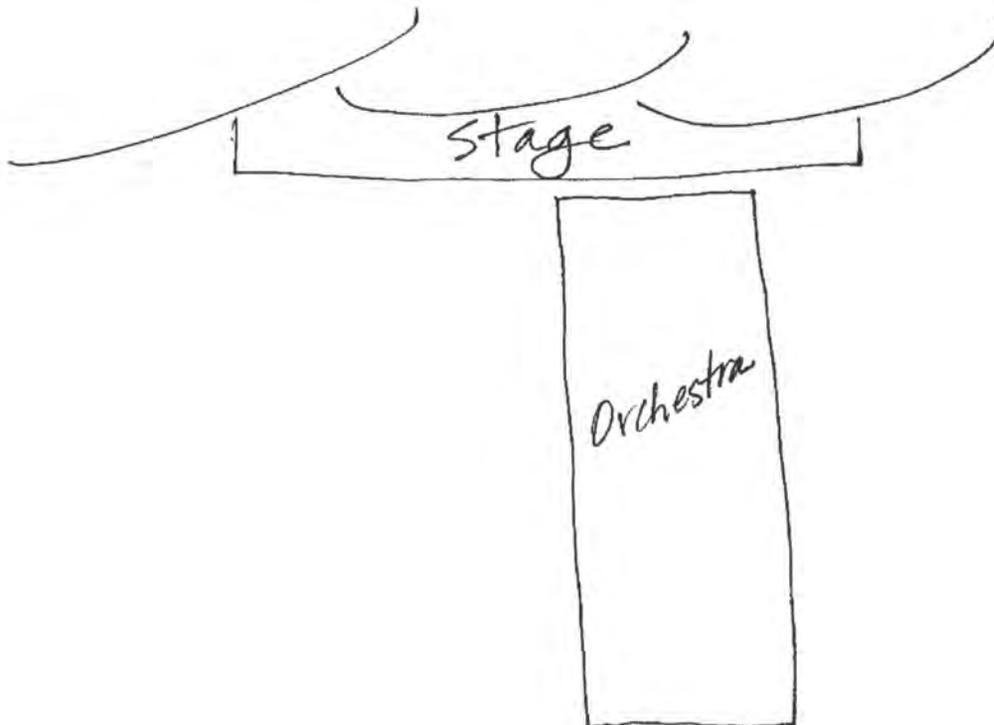
Provide a detailed schedule of the event including dates and times for entertainment, activities, hours of event, start time, finish time, etc. If the event requires an extended time frame for set-up, include details with a timeline listing the times and locations where streets or public property will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

DATE	TIME	ACTION	ADDITIONAL NOTES
6/26	2:00	WPS Properties Mgr. Begins Set-Up	
	3:00	"	
	4:00	"	
	4:00	Larry's Music & Sound Set-Up	
	5:00	"	
	5:45	Sound Check - Orchestra	
	7:30-8:00	Concert Ends	
	8:00-9:00	WPS loads out; Sound loads out	

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: _____ % of participants expected under 18: _____

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

Number of volunteers expected: _____ % of volunteers expected under 18: _____

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 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

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. ____

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

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

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

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

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. ____

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). ____

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. ____

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.

Western Piedmont Symphony
NAME OF NON-PROFIT ORGANIZATION

BRIEFLY DESCRIBE THE PURPOSE OF THE NON-PROFIT ORGANIZATION:

Classical Orchestra

LIST ORGANIZATIONS OFFICERS:

<u>Dr. Martha Hill, Exec. Dir.</u>	<u>TELEPHONE 324-8603</u>
<u>John Gordon Ross, Conductor</u>	<u>TELEPHONE 324-8603</u>
	TELEPHONE

CHAIRPERSON OF THE SPECIAL EVENT:

<u>City of Hickory - Dana Kaminski</u>	<u>878-261-2289</u>
NAME	TELEPHONE

P.O. Box 398, 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.

May 13, 2016
Date

Dana Kaminski
President
Western Piedmont Symphony
Non-Profit Organization

Approved by:
Andrea Dault
CITY MANAGER ASSISTANT

6/14/16
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 Western Piedmont Symphony, 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 11th day of May, 2016.

Dan Green
President

5

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Chuck Hansen

Contact Person: Chuck Hansen

Date: June 9, 2016

Re: Municipal Agreement between City and NCDOT; Agreement ID #6510; WBS Elements 12B.101811; Internal Order Number 9808132 dated 5/12/16

REQUEST: Request Council approval of subject Municipal Agreement between City and NCDOT.

BACKGROUND: This agreement is a partnership agreement for reimbursement 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.

ANALYSIS: NCDOT is the lead agent for the required work associated with this work and the agreement identifies the shared reimbursement percentages. Reimbursement payments will be made on a quarterly basis.

RECOMMENDATION: Recommend Council approve this partnership municipal agreement.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Chuck Hansen, PE *CH*
Initiating Department Head
Date 6/9/16

Deputy City Attorney, A. Dula
Date _____

Rodney Miller
Asst. City Manager Rodney Miller
Date 6-14-16

Asst. City Manager, A. Surratt
Date 6/14/16

Melissa Miller
Finance Officer, Melissa Miller
Date 6-14-16

Purchasing Manager, Bo Weichel
Date 6-15-16

Date _____

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

M. Berry
City Manager, M. Berry

Date _____

NORTH CAROLINA
CATAWBA COUNTY

MUNICIPAL PARTICIPATION AGREEMENT

DATE: 5/26/2016

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Elements: 12B.101811
Internal Order Number: 9808132

CITY OF HICKORY

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Hickory, hereinafter referred to as the "Municipality"

WITNESSETH:

WHEREAS, the Department shall address the repair of the sinkhole located within the Municipality in Catawba County; under said project WBS Element 12B.101811 and Internal Order Number 9808132; and,

WHEREAS, there is a need for specialized equipment for the Project; and

WHEREAS, the Municipality has agreed to participate in the cost of the project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF THE PROJECT

1. The Project consists of reimbursement of the rental cost associated with the pumping equipment located at the sinkhole adjacent to US 70 and 7th Street Southeast.

FUNDING

2. The Municipality shall reimburse the Department for two-thirds (2/3) of the actual costs associated with the pumping rental equipment. The Department shall invoice the Municipality on a quarterly basis for rental costs incurred. Payment shall be received within sixty (60) days of invoicing by the Department. In the event the Municipality fails for any reason to pay the

Department in accordance with the provisions for payment herein provided, the Municipality hereby authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by the General Statutes of North Carolina, Section 136-41.1, until such time as the Department has received payment in full.

ADDITIONAL PROVISIONS

3. The Department shall not be liable and shall be held harmless from any and all claims that might arise on account of the Municipality negligence and/or responsibilities under the terms of this agreement and/or project.
4. It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.
5. To the extent authorized by state and federal claims statutes, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions.
6. All terms of this Agreement are subject to available departmental funding and fiscal constraints.
7. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.
8. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.
9. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and

Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

10. Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.* requires that each vendor, prior to contracting with the State, certify that the contracting party meets the requirements of the Iran Disinvestment Act. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

By execution of this Agreement each Party certifies that neither it nor its Agents or Contactors/Subcontractors 1) are on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran; 2) shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and 3) that the undersigned are authorized by the Parties to make this Certification.

During the term of this Agreement, should the Parties receive information that a person is in violation of the Act as stated above, the Department will offer the person an opportunity to respond and the Department will take action as appropriate and provided for by law, rule, or contract. Should this Act be voided by NC General Statute, this Agreement will remain valid; however this certification will no longer be required.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

ATTEST: CITY OF HICKORY
BY: _____ BY: _____
TITLE: _____ TITLE: _____
DATE: _____

Approved by _____ of the local governing body of the City of Hickory as
attested to by the signature of Clerk of said governing body on _____(Date)

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

Federal Tax Identification Number

(SEAL)

Remittance Address:
City of Hickory

DEPARTMENT OF TRANSPORTATION
BY: _____
(CHIEF ENGINEER)

DATE: _____

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: _____

6
COUNCIL AGENDA MEMOS

Exhibit VIII.F.

To: City Manager's Office

From Chuck Hansen, Public Services Director

Contact Person Chuck Hansen

Date: June 9, 2016

Re: Municipal Agreement with NCDOT, Agreement #6502; WBS Elements 12.101811, Internal Order 9808837 dated 5/31/16.

REQUEST: Request approval of subject municipal agreement in which the City and NCDOT are sharing 50% - 50% in the cost. The city's 50% share is \$26,000 in this partnership agreement.

BACKGROUND: The project consist of design work including design of the site layout, soil parameters, wall envelope and cost estimate for shoring associated with stormwater repairs along the 700 block of US 70. This agreement and design work is necessary in order to understand repair options and as well as preliminary construction cost. The NCDOT will be the lead agent for work under this agreement.

ANALYSIS: This project is required to evaluate the options for an existing stormwater issue that effects the traveling public and businesses along US 70.

RECOMMENDATION: Recommend City Council approve this partnership municipal agreement.

BUDGET ANALYSIS:

Budgetary Action

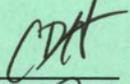
Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Chuck Hansen 
Initiating Department Head Date 6/9/16

Rodney Miller
Asst. City Manager Rodney Miller Date 6-14-16

Melissa Miller
Finance Officer, Melissa Miller Date 6-14-16

Date

Deputy City Attorney, A. Dula Date
A. Surratt
Asst. City Manager, A. Surratt Date 6/14/16

Bo Weichel
Purchasing Manager, Bo Weichel Date 6-15-16

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

M. Berry
City Manager, M. Berry

Date

NORTH CAROLINA
CATAWBA COUNTY

MUNICIPAL PARTICIPATION AGREEMENT

DATE: 5/31/2016

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Elements: 12.101811
Internal Order: 9808837

CITY OF HICKORY

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Hickory, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Department proposes to make certain street and highway improvements under WBS Element 12.101811 and Internal Order Number 9808837 in Catawba County; and,

WHEREAS, the Municipality has agreed to participate in the cost of the project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF THE PROJECT

1. The Project consists of design work including the design of the site layout, soil parameters, wall envelope and cost estimate for shoring associated with the repair of the US 70/ 7th Street Southeast sinkhole located in Hickory.
2. The Department will undertake the work as outlined in the scope above. All work shall be done in accordance with departmental standards, specifications, policies, and procedures.

FUNDING

3. The Department and the Municipality shall share in the actual costs of the project. The estimated cost of the project is \$52,000. The Department will participate 50% (\$26,000) and the Municipality shall participate 50% (\$26,000). The Municipality shall submit a check for \$26,000 to the Department's Division Engineer upon execution of this Agreement.

4. Upon completion of the project, if actual costs exceed the estimated costs, the underpayment will be shared between the Municipality (50%) and the Department (50%) and the Municipality shall reimburse the Department any underpayment within sixty (60) days of invoicing by the Department. The Department shall charge a late payment penalty and interest on any unpaid balance due in accordance with G.S. 147-86.23. If the actual cost of the work is less than \$52,000 then the overpayment will be shared between the Municipality (50%) and the Department (50%).
5. If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ADDITIONAL PROVISIONS

6. The Department shall not be liable and shall be held harmless from any and all claims that might arise on account of the Municipality negligence and/or responsibilities under the terms of this agreement and/or project.
7. It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.
8. To the extent authorized by state and federal claims statutes, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions.
9. All terms of this Agreement are subject to available departmental funding and fiscal constraints.
10. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

11. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.
12. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).
13. Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.* requires that each vendor, prior to contracting with the State, certify that the contracting party meets the requirements of the Iran Disinvestment Act. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

By execution of this Agreement each Party certifies that neither it nor its Agents or Contactors/Subcontractors 1) are on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran; 2) shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and 3) that the undersigned are authorized by the Parties to make this Certification.

During the term of this Agreement, should the Parties receive information that a person is in violation of the Act as stated above, the Department will offer the person an opportunity to respond and the Department will take action as appropriate and provided for by law, rule, or contract. Should this Act be voided by NC General Statute, this Agreement will remain valid; however this certification will no longer be required.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

ATTEST: CITY OF HICKORY
BY: _____ BY: _____
TITLE: _____ TITLE: _____
DATE: _____

Approved by _____ of the local governing body of the City of Hickory as
attested to by the signature of Clerk of said governing body on _____ (Date)

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

Federal Tax Identification Number

(SEAL)

Remittance Address:
City of Hickory

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: _____

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Mack McLeod, Parks and Recreation Director
Contact Person: Miles Champion 302-3757
Date: June 9, 2016
Re: Award of Contract for Hickory Optimist Park Pickleball Court

REQUEST

Award of contract to Carolina Courtworks for construction of Hickory Optimist Park Pickleball Court in the amount of \$35,839.

BACKGROUND

The conversion of the existing tennis court into four pickleball courts is part of the Hickory Optimist Park Phase II of a two-phase park improvement plan. Work will include removal of the existing tennis court surface and nets and installation of a new asphalt resurface, nets and striping for four (4) pickleball courts in accordance with plans and specifications.

ANALYSIS

A request for bids was posted on the City's web site. Two bids were received on 5/18/2016 (Carolina Courtworks \$35,839 and Recreational Ventures, Inc. dba Court One \$82,325). The low responsive, responsible bidder was Carolina Courtworks for a total lump sum bid amount of \$35,839. This project is funded by Parks and Recreation budget FY2015-16 (010-6205-567-77.02).

RECOMMENDATION

Staff recommends awarding the contract to the low responsive, responsible bidder to Carolina Courtworks for construction of Hickory Optimist Park Pickleball Court in the amount of \$35,839.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

010-6205-567-77.02

Reviewed by:

Mack McLeod

Initiating Department Head

6/9/16

Date

Deputy City Attorney, A. Dula

Date

Rodney Mills

Asst. City Manager, W. Wood

6-14-16

Date

A. Surratt

Asst. City Manager, A. Surratt

6/14/16

Date

Melissa Miller

Finance Officer, Melissa Miller

6-14-16

Date

Administrative Services Director

M. Bennett

Date

Bo Weichel

Purchasing Manager, Bo Weichel

6-15-16

Date

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

M. Berry

City Manager, M. Berry

Date



CITY of HICKORY
Invitation to Bid and Contract

Project Title:

Bid Number:

Hickory Optimist Park Pickleball Court **16-017**

SUBMIT SEALED or ELECTRONIC BIDS TO: Bo Weichel, Purchasing Manager PO Box 398 Hickory NC 28603 bweichel@hickorync.gov 828.323.7472	DIRECT INQUIRIES TO: Miles Champion, Senior Civil Engineer mchampion@hickorync.gov 828-302-3757
Date bid advertised: 05/12/2016	No Bids Received After: 4:00 pm 05/18/2016

Vendor Name: <i>Carolina Courtworks</i>	Point of Contact: <i>Ben Powell</i>
Mailing Address: <i>8715 Sidney Circle, Suite 600</i>	
City: <i>Charlotte</i> State: <i>NC</i> Zip: <i>28269</i>	
Area Code and Phone Number: <i>704.392.6556</i>	Email Address: <i>Ben@carolinacourtworks.com</i>
Federal Employer Identification Number or Social Security Number: <i>20-5354365</i> <i>C.C. Suzanne@carolinacourtwork.com</i>	

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF NC COUNTY OF Mecklenburg of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent, Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;
2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids;
3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - a. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract;
 - b. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - c. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Hickory any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached.
4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extent of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Hickory, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including, but not limited to, all costs and attorney fees incurred, in addition to any other remedies available by law.

SIGNATURE OF AUTHORIZED AGENT
Ben Powell, president
 PRINT/TYPE NAME/TITLE

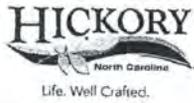
FIRM: Carolina Courtworks
 ADDRESS: 8715 Sidney Circle ste 600
Charlotte (City, State, Zip) NC 28269
 PHONE: 704.392.6556

Subscribed & sworn before me this 18 day of May, 2016

 Ashley C. Ellis
 Notary Public

My Commission Expires: Nov. 19, 2018

ASHLEY C ELLIS
 Notary Public
 Mecklenburg Co., North Carolina
 My Commission Expires Nov. 19, 2018



CITY of HICKORY
Invitation to Bid and Contract

Project Title:

Bid Number:

Hickory Optimist Park Pickleball Court

16-017

IMPORTANT INFORMATION AND INSTRUCTIONS

1. **DOCUMENTS WITHIN THIS AGREEMENT:** The pages of this agreement consist of:
 - a. Invitation and Bidder Information
 - b. Important Information and Instructions
 - c. General Conditions
 - d. Special Conditions
 - e. Affidavit of Prime Contractor
 - f. Bid Item Description Section 01011
 - g. Bid Form

1. **SUBMIT ALL PAGES:** All pages of this document will be used as the contract. Bidders shall submit ALL pages of this document with completed information.

2. **SUBMITTAL:**
 - a. **MAIL:** On the outside envelope write:
 1. The name of the General Contractor
 2. The Project Title and Project Number
 - b. **ELECTRONIC:**
 Upload the completed bid package on the City's Purchasing webpage
<http://www.hickorync.gov/department/division.php?structureid=70>

3. **BIDS SHALL NOT BE QUALIFIED WITH ANY STATEMENTS ON THE BID FORMS OR BY SEPARATE ATTACHMENT.**

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CITY of HICKORY
Invitation to Bid and Contract

Project Title:

Bid Number:

Hickory Optimist Park Pickleball Court

16-017

GENERAL CONDITIONS

BIDDER – TO INSURE ACCEPTANCE OF THE BID, CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.

1. **BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope or by email (See instructions above). **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.** Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those that do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the Purchasing Agent for the City of Hickory and may be examined during normal business hours, or may be found on the City's website (See Exhibit 'A' for further instruction).
2. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED.** Do not use white out, correction tape or some other method of masking a correction.
3. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID," and explain the reason in the space provided thereon. Failure to respond three (3) times in succession may be cause for removal of the supplier's name from the bid mailing list, without further notice. **NOTE:** To qualify as having responded, bidder/vendor must submit either a bid or a written "NO BID," and it must be received no later than the stated bid opening date and hour.
4. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/vendor is responsible for making this known in writing so as to reach the Purchasing Agent no later than seven (7) calendar days prior to the bid opening date. The envelope shall be marked in such a way so as to alert the Purchasing Agent of the urgency of the communication. The envelope must be marked indicating that the content is a challenge to a specified Invitation to Bid. For all challenges considered valid by the Purchasing Agent, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/objections not considered valid will be so stated to the objecting party.
5. **BID OPENING:** Bid opening, if applicable, occurs at the time specified on the bid form. It is the Bidder/Vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile, or telephone are not acceptable. **NOTE:** Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations **WILL NOT** be provided by telephone or facsimile. Bid tabulations will be provided by email at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the North Carolina Open Records Act.
6. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.
7. **AWARDS:**
 - a. As the best interest of the City may require, the right is reserved to:
 1. Award by individual item or project, group of items or projects, all or none, or a combination thereof.
 2. Award based upon a geographical district basis with one or more vendors.



CITY of HICKORY Invitation to Bid and Contract

Project Title:

Bid Number:

Hickory Optimist Park Pickleball Court	16-017
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3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
 - b. Bidders/Vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by the City and appropriate documents executed. The City of Hickory reserves the right to add or delete any item from this contract when deemed to be in the best interests of the City.

8. **ACCEPTANCE OF CONTRACT:** This document constitutes only the Bidder/Vendor's offer until it is accepted on behalf of the City of Hickory and is fully executed by both parties.

9. **WAIVER:** The City of Hickory reserves the right to waive any general provisions, special provision or minor specification deviation when considered to be in the best interest of the City.

10. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the Bidder/Vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notify the City in writing of any deviation from the specifications within 7 calendar days may cause the agreement to be rejected and/or terminated without further compensation at the discretion of the City.

11. **MISTAKES:** Bidders/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at Bidder/Vendor's risk.

12. **INFORMATION:** The Bidder/Vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the Bidder/Vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.

13. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The Bidder/Vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The Bidder/Vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the bid form.

14. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the City. Each individual sample must be labeled with Bidder/Vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. **Samples will not be returned.**

15. **TESTING:** When testing is required to determine if a sample or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the Vendor, both on samples and delivered products.

16. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories or by the City. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with



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North Carolina Statutes. Items delivered not conforming to specifications will be rejected and returned to the Bidder/Vendor at the Bidder/Vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the City of Hickory Purchasing Bidder/Vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.

17. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
18. **INSPECTION, ACCEPTANCE, AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. "Destination" shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the Bidder/Vendor until accepted by the ordering agency. The Bidder/Vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering department will:
- a. Record any evidence of visible damage on all copies of the delivering carrier's bill of lading.
 - b. Report damage (whether visible or concealed) to the carrier and Bidder/Vendor, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
 - c. Retain the item and its shipping container, including inner packaging material, until inspection is performed by the carrier, and disposition given by the Bidder/Vendor, or for a reasonable time after notification to the Bidder/Vendor.
 - d. Provide the Bidder/Vendor with a copy of the carrier's bill of lading and damage inspection report.
19. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all work performed pursuant to this Agreement shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
20. **SERVICE AND WARRANTY:** Unless otherwise specified, the Bidder/Vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance of this contract by the City, Bidder/Vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be of good material and workmanship and free from defects.
21. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting Bidder/Vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, Bidder/Vendor upon notice thereof from the City shall promptly correct or replace the same at Bidder/Vendor's expense. If Bidder/Vendor shall fail to do so, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the Bidder/Vendor, all such goods will be held at Bidder/Vendor's risk. The City may, and at the Bidder/Vendor's direction shall, return such goods to Bidder/Vendor at Bidder/Vendor's risk, and all transportation charges, both to and from original destination, shall be paid by Bidder/Vendor. Any payment for such goods shall be refunded by Bidder/Vendor unless Bidder/Vendor promptly corrects or replaces the same at its expense.



CITY of HICKORY Invitation to Bid and Contract

Project Title:

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22. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all municipal departments, boards, commissions, agencies and institutions.

23. **LIABILITY:** The Bidder/Vendor shall hold and save the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the Bidder/Vendor's breach of this contract or the Bidder/Vendor's negligence.

24. **INDEPENDENT CONTRACTOR:** The parties agree that Bidder/Vendor and each subcontractor is acting in the capacity of an independent contractor with respect to the City of Hickory, and shall not at any time be or represent itself as an agent or employee of the City of Hickory.

25. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be F.O.B. Hickory, North Carolina at the indicated department's address and include packing, handling and shipping charges fully prepaid by the Vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.

26. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/Vendors are to accept only those purchase orders issued by the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, prepared on City forms, unless instructed otherwise in the Invitation to Bid or executed Contract Agreement.

27. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business MAY NOT be passed on to the City of Hickory, its departments, boards, commissions, agencies, institutions, and all employees, nor may the Bidder/Vendor withdraw or cancel the contract, or any part of the contract for these reasons. Bidders/Vendors may only cancel the contract pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the Bidder/Vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon the "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.

28. **SUMMARY OF TOTAL SALES:** The Bidder/Vendor agrees to furnish the City of Hickory Purchasing Division a summary of sales, including total dollar amount made under the contract at the end of each quarter; or as stipulated in the special conditions.

29. **PAYMENT:**
 - a. **INVOICING:** The Bidder/Vendor shall be paid within a reasonable time, not to exceed 45 calendar days, after submission of proper certified invoices to the City at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay or processing invoices for payment. The company or corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing, and receive payment. If the Bidder/Vendor wishes to ship or service from a point other than the home office, he will furnish a list of these locations. **HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM, NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.**

 - b. **REQUIREMENTS ONLY PURCHASES:** The proposed contract shall be for the quantities actually ordered during the life of the contract only. **UNLESS OTHERWISE SPECIFIED, ALL CONTRACTS ARE REQUIREMENTS-TYPE CONTRACTS,** meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves



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Project Title:

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- the right to purchase none of the product or more than shown at the unit price stated in the bid.
- c. **DISCOUNTS:** Bidders/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidders/Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
 - d. **UNIFORM COMMERCIAL CODE:** All provisions of the Uniform Commercial Code shall be adhered to.
30. **EXTENSION:** At the end of the contract period, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the City and the Bidder/Vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.
 31. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Hickory's Ethics and Conflict of Interest Policy. All Bidders/Vendors must disclose with the bid, the name of any officer, director or agent who is also an employee of the City of Hickory or any of its agencies or subdivisions. Further, all Bidders/Vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder/Vendor's firm or any of its branches.
 32. **PATENTS AND ROYALTIES:** The Bidder/Vendor, without exception, shall indemnify and save harmless the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the City of Hickory. If the Bidder/Vendor uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost rising from the use of such design, device or materials in any way involved in the work.
 33. **RELEASE OF PATENTS AND COPYRIGHTS:** The Contractor will relinquish ownership and exclusive rights to the Department of Housing and Urban Development and the City of Hickory for any patents and/or copyrights for any process, discovery, or invention which arise or is developed in the course of this contract.
 34. **FACILITIES AND EQUIPMENT:** The City reserves the right to inspect the Bidder/Vendor's facilities or equipment at any time with reasonable prior notice.
 35. **BANKRUPTCY:** If the Bidder/Vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the Bidder/Vendor, or if a receiver is appointed for the Bidder/Vendor, the City shall have the right to terminate this contract upon written notice to the Bidder/Vendor without prejudice to any claim for damages or any other right of the City under this contract to the time of such termination.
 36. **ASSIGNMENT:** This contract shall not be assigned by the Bidder/Vendor without written consent of the City.
 37. **ACCESS TO RECORDS:** The Bidder/vendor agrees to provide upon request audit materials to an auditor designated by the City. In addition, the Bidder/Vendor will retain all records pertaining to this contract for a period of three (3) years after final payment and all other pending matters are closed.



CITY of HICKORY Invitation to Bid and Contract

Project Title:

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38. **INSURANCE:** If insurance is required in the specifications to this Agreement, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City showing the City as an additional insured thereunder without cost to the City of Hickory prior to the awarding of the contract. This shall be accomplished by including a Certificate of Insurance with the bid package with the Certificate Holder being: *City of Hickory, PO Box 398, Hickory NC 28603.*
- a. **General Liability:** The Bidder/Vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by state law. In addition, the Bidder/Vendor shall have, during the term of the contract, insurance in the minimum amount of one hundred thousand dollars (\$100,000.00) property damages, arising from a single occurrence, one million dollars (\$1,000,000.00) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000.00) for any number of claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the Bidder/Vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
 - b. **Automobile Liability:** The Bidder/Vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in Subparagraph a. of this section. In addition, the Bidder/Vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the Bidder/Vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the Bidder/Vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
 - c. **Worker's Compensation:** The Bidder/Vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of North Carolina to protect it and the City against liability under the workers' compensation and occupational disease statutes of the State of North Carolina. A current certificate showing that the Bidder/Vendor has in force and effect the aforesaid insurance of a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City.
39. **TIME OF ESSENCE:** Unless otherwise stated, time shall be considered of the essence to this contract. Bidder/Vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery. This includes without limitations: strikes, lockouts, inability to obtaining material, lack of shipping space, breakdowns, delays of carriers or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivisions thereof; unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the Bidder/Vendor prior to submission of the bid and the City Council's acceptance.
40. **LIQUIDATED DAMAGES:** If the Contractor shall neglect, fail, or refuse to complete the work within the time herein specified, then the Contractor does hereby agree, as a part of the consideration for the awarding of this contract to pay to the City the sum of (Choose amount) per day, not as a penalty, but as compensation to the City for delays, damages, and additional expenses for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work. The said amount is fixed and agreed upon by and between the Contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain.
It is further agreed that time is of the essence to each and every portion of this contract and to the specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where, under the contract, any additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be the essence of this contract.



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41. **BONDS:** Bidder's bonds and Performance bonds, if required, are set forth in the specifications attached hereto. If bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:
- Bidder's bonds:** If required as a part of the specifications of this contract, bids filed with the Purchasing Agent must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount stated made payable to the City of Hickory. This amount will be retained by the City as damages in the event the successful Bidder/Vendor fails to comply with the terms of this Agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All deposits and bonds will be returned to the unsuccessful Bidders/Vendors within a reasonable time after the contract has been awarded, and to the successful Bidder/Vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.
 - Performance Bonds:** If a Performance Bond is required under the specifications of this agreement, the successful Bidder/Vendor must, prior to the award of the Contract, post the bond, certified check or cashier's check in the amount stated made payable to the City of Hickory. The Bidder's Bond posted will be returned to the successful Bidder/Vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the Bidder/Vendor. The Performance Bond will be released or returned to the Bidder/Vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.
42. **DISCRIMINATION:** Bidder/Vendor agrees, in connection with the performance of work under this contract, as follows:
- Bidder/Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation or affectation, national origin, ancestry, or physical or mental impairment. The Bidder/Vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, sexual orientation or affectation, national origin, ancestry or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bidder/Vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.
 - The Bidder/Vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
 - In the event of the Bidder/Vendor's non-compliance with the above non-discrimination clause, this contract may be terminated by the City. The Bidder/Vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the Bidder/Vendor.
43. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful Bidder/Vendor as a result of this bid. It shall be the Bidder/Vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid that will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the Bidder/Vendor.
44. **ANTI-KICKBACK PROVISIONS:** Contractor shall comply with the applicable regulations (herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so called "Anti-Kickback Act" of June 13, 1934) 48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors



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thereunder, except for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirement thereof.

45. **CONTRACT WORK HOURS AND SAFETY STANDARDS: Overtime Compensation Required by Contract Work Hours and Safety Standards Act (76 Stat. 357-360; Title 40 U.S.C., Sections 327-332).**
- a. **Overtime Requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, which he has employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week.
 - b. **Violation/Liability for Unpaid Wages Liquidated Damages:** In the event of any violation of the clause set forth in Paragraph (1) of this section, the contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States or other appropriate governing or regulatory body for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in Paragraph (1), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in Paragraph (1).
 - c. **Withholding for Liquidated Damages:** The Owner shall withhold or cause to be withheld, from any monies payment on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided in the clause set forth in Paragraph (2) of this Section.
 - d. **Subcontracts:** The contractor shall insert in any subcontracts the clauses set forth in Paragraphs (1), (2) and (3) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts, which may be entered into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
 - e. **Questions Concerning Certain Federal Statutes and Regulations:** All questions arising under this contract which related to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said acts, or (d) the labor standards provisions of any other pertinent federal statute shall be referred through the Owner and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this contract.
46. **APPLICABILITY OF FEDERAL REGULATIONS TO FEDERALLY FUNDED PROJECTS:** If it is indicated in the specifications to this Agreement that federal funding is used in the completion of this project, the following provisions shall apply in compliance with the regulations of the United States Department of Housing and Urban Development.
- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.



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- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them for complying with the Part 135 Regulations.
 - c. The contractor agrees to send each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization of workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
 - d. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
 - e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
 - f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD-assisted contracts.
47. **REPORTING REQUIREMENTS:** The Contractor will provide such reports as required for submission to the Department of Housing and Urban Development pertaining to racial, gender, age and ethnic status of its employees for carrying out the work under this contract.
48. **ADVERTISING:** In submitting a proposal, Bidder/Vendor agrees not to use the results therefrom as a part of any commercial advertising.
49. **TERMINATION FOR CONVENIENCE OF THE CITY:**
- a. The performance of work and/or delivery of ordered materials, supplies, equipment and/or services under this contract may be terminated by the City, in whole or in part, whenever it is determined to be in the best interest of the City.
 - b. Any such termination shall be effected by the delivery to the Bidder/Vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment and/or services are terminated, and the date upon which such termination becomes effective.
 - c. After receipt of a notice of termination, the Bidder/Vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the Notice of Termination.
50. **VENUE:** This contract shall be governed by the laws of the State of North Carolina.
51. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. This Agreement may not be modified except in writing signed by both parties.



CITY of HICKORY Invitation to Bid and Contract

Project Title:

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52. **DELIVERY OF NOTICES:** Any notices required or permitted by this Agreement will be considered sufficient if hand delivered or sent by certified mail to the party entitled to receive the notice at the address of that party set forth above. If a notice is sent by certified mail, it shall be deemed to have been given on the second business day after it is deposited in the United States mail, whether actually received by the addressee on that date or not.
53. **SEVERABILITY:** If any provision under this Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement or its application that can be given effect without the invalid provision or application.
54. **PARTIAL PAYMENTS:** Partial payments will be made once each month as the work progresses. Said payments will be based upon estimates prepared by the Contractor and approved by the Engineer for the value of the work performed and materials complete in place in accordance with the Contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with this contract.
From the total of the amount determined to be payable on a partial payment, 5% of such total will be deducted and retained by the OWNER until the final payment is made. The balance 95% of the amount payable, less all previous payments, shall be certified for payment.
The Contractor shall not receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders, except when such excess quantities have been determined by the ENGINEER to be a part of the final quantity for the item of work in question.
- No partial payment shall bind the OWNER to the acceptance of any materials or work in place as to quality or quantity. CONTRACTOR shall submit partial payment request for work completed by the 25th of the month. OWNER will make payment to the Contractor on or about the 25th of the following month.
55. **PAYMENT FOR MATERIALS ON HAND (IF APPLICABLE UNDER THE CONTRACT):** Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the Contract, plans, specifications, and are delivered to sites acceptable to the ENGINEER. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:
- a. The material has been stored or stockpiled in a manner acceptable to the ENGINEER at or on an approved site.
 - b. The Contractor has furnished the ENGINEER with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
 - c. The Contractor has furnished the ENGINEER with satisfactory evidence that the material and transportation costs have been paid.
 - d. The Contractor has furnished the OWNER legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
 - e. The Contractor has furnished the OWNER evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

The transfer of title and the OWNER's payment for such stored or stockpiled materials shall in no way relieve the Contractor of the responsibility for furnishing and placing such materials in accordance with the requirements of the Contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the Contract price for such materials or the Contract price for the Contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this contract.



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SPECIAL CONDITIONS

1. **COMPLIANCE WITH LAWS:** The bidder, at his own expense, shall obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance and shall comply with any and all other standards or regulations required by federal, state and local statute, ordinance, executive order and rules during the performance of any contract between the bidder and the City. Any such requirement specifically set forth in any contract document between the bidder and the City shall be supplementary to this section and not in substitution thereof.
2. **SPECIFICATIONS:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the City. All construction and materials shall conform to the City of Hickory's Manual of Practice which includes the standard specifications and details.
3. **GUARANTEE:** Unless otherwise specified by the City the bidder shall unconditionally guarantee the materials and workmanship on all material, construction, and/or services to be free from defect at the time of delivery and acceptance (to be determined by usage) by the City. If any defects are present which are due to faulty material, workmanship and/or services, the bidder at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the City. These repairs or replacements or adjustments shall be made only at such time as will be designated by the City as least detrimental to the operation of the City. Standard Manufacturer's warranties and other warranties normally offered by the bidder shall be in effect for all deliveries and shall be in addition to specific warranties or guarantees contained in this Bid. Statement of terms of standard warranty should be included with the bid.
4. **LICENSE and INSURANCE:** All bidders must have proper license governing services provided as well as the minimum insurance coverage required under General Conditions.
5. **E-VERIFY COMPLIANCE:** Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the North Carolina General Statutes must comply with North Carolina Session Law 2013-418's E-Verify requirements to contract with local governments. E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
6. **IRAN DIVESTMENT ACT CERTIFICATION:** By executing this bid/contract, Bidder certifies they are not listed on the Iran Final Divestment List ("List") created by the State Treasurer pursuant to N.C.G.S. 147-86.58, Iran Divestment Act ("Act"). In compliance with the Act's requirement and N.C.G.S. § 147-86.59, Bidder shall not utilize in the performance of this agreement/contract any subcontractor that is identified on the List. The List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated at least every 180 days.



**CITY of HICKORY
Invitation to Bid and Contract**

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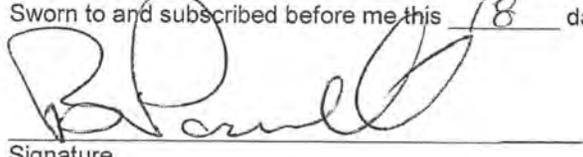
Hickory Optimist Park Pickleball Court

16-017

**AFFIDAVIT OF PRIME CONTRACTOR
(STATUS OF SUBCONTRACTORS AND MATERIAL SUPPLIERS)**

We, Carolina Courtworks, certify that to the best of our knowledge and belief, no claims or liens exist against any material suppliers or subcontractors who will furnish materials or labor on the above mentioned Project, or if any appear afterwards, we (as Contractor) shall save the Owner harmless on account thereof. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable Attorney's fee.

Sworn to and subscribed before me this 18 day of May, 20 16.



Signature

Ben Powell

Printed Name

President

Title

5/18/16

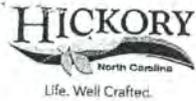
Date

SEAL:

Notary Public

5/18/16

Date



**CITY of HICKORY
Invitation to Bid and Contract**

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BID FORM & GENERAL CONTRACT

The undersigned, as bidder, hereby declares that the only person(s) interested in the proposal as principal(s) is, are, named herein, and that no other person has any interest in this proposal, or in the contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid proposal, and that it is in all respects, fair and in good faith, without collusion or fraud.

The bidder further declares that he has informed himself fully about all conditions regarding this bid, that the **BIDDER HAS EXAMINED DESCRIPTION OF WORK, SPECIFICATIONS AND ALL RELATED DOCUMENTS** for the above mentioned Project and that he has satisfied himself about performance required by this bid.

The bidder agrees that if this bid is accepted, to contract with the City of Hickory in the form of contract specified, to furnish all necessary management, supervision, equipment, tools, materials, apparatus, means of transportation, and labor necessary to complete the contract in full and in complete accordance with the specifications and contract documents, to the full and entire satisfaction of the City, at the prices and amounts shown.

The Bidder warrants that bid prices, terms and conditions quoted in the bid will be firm for a period of sixty (60) days from opening date or other time as specified in this request. By submitting this bid, Contractor agrees to coordinate his schedule with the City of Hickory forces working on this project to the fullest extent possible.

The City of Hickory reserves the right to deduct items above as deemed in the best interest of the City. The Bidder further proposed and agrees hereby to commence work under his contract on a date to be specified in a written order of the Designer.

The City reserves the right to reject any and all bids; and reject any bid items that fail to meet the needs of the City.

Contractor(s) shall submit a certified Sales Tax Report (attached) for reimbursement of sales taxes by Owner.

Bidders should have no contact with elected or appointed officials regarding this bid during the bid process. Any such contact will subject the bidder to immediate disqualification.

The below bid amount includes all specifications and addendums.

Acknowledge of Addendum # _____ Date _____

Acknowledge of Addendum # _____ Date _____

Lump Sum Bid = \$ 35,839.00 (numeric format)

\$ thirty five thousand eight hundred dollars

(written amount) thirty nine



**CITY of HICKORY
Invitation to Bid and Contract**

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16-017

Acceptance and entry into this Agreement by and on behalf of the City of Hickory is made this _____ day of _____, 20_____.

**CITY OF HICKORY,
A North Carolina Municipal Corporation**

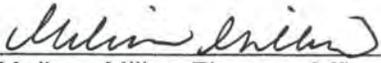
(SEAL)

Mick W. Berry, City Manager

Attest:

Debbie D. Miller, City Clerk

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



Melissa Miller, Finance Officer

Approved as to form on behalf of the City of Hickory only:

Arnita M. Dula, Staff Attorney

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COUNCIL AGENDA MEMOS

Exhibit VIII.H.

To: City Manager's Office
From: Mack McLeod, Parks and Recreation Director
Contact Person: Miles Champion 302-3757
Date: June 9, 2016
Re: Award of Contract for Southside Heights Park Improvements

REQUEST

Award of contract to JK Landscaping & Grading for Southside Heights Park Improvements in the amount of \$44,200.

BACKGROUND

The Southside Heights Park Improvements project provides permanent restrooms with ADA compliant access to both the proposed restrooms and the existing shelter. Currently, restroom facilities are provided by a non-ADA accessible portable toilet unit rented on a monthly basis. 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. The prefabricated restroom unit has been purchased under a separate contract.

ANALYSIS

A request for informal bids was sent to local contractors. Three bids were received on 5/19/2016 (Huffman Grading Co, Inc. \$51,700; JK Landscaping & Grading \$44,200; Wesson Septic Tank Service, Inc. \$63,100). Copies of the bids are attached. The low responsive, responsible bidder was JK Landscaping & Grading for a total lump sum bid amount of \$44,200. This project is funded by Parks and Recreation budget FY2015-16 (010-6205-567-72.01).

RECOMMENDATION

Staff recommends awarding the contract to the low responsive, responsible bidder to JK Landscaping & Grading in the amount of \$44,200.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

010-6205-567-72.01

Reviewed by:

Mack McLeod

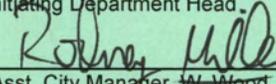
Initiating Department Head

6/9/16

Date

Deputy City Attorney, A. Dula

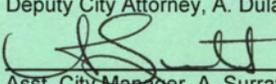
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Asst. City Manager, W. Wood

6-14-16

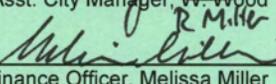
Date



Asst. City Manager, A. Surratt

6/14/16

Date



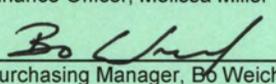
Finance Officer, Melissa Miller

6-14-16

Date

~~Administrative Services Director~~
M. Bennett

Date

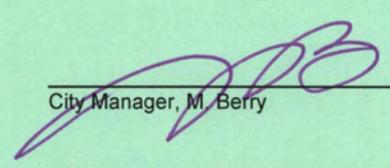


Purchasing Manager, Bo Weichel

6-15-16

Date

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



City Manager, M. Berry

Date

Huffman Grading Co., Inc.

2608 Springs Road NE
Hickory, NC 28601
828-256-5488 (Phone)
828-256-4334 (Fax)
License 6001

May 19, 2016

City of Hickory
Engineering Division
76 N Center St. NE
Hickory, NC 28601

Proposal for Southside Heights Park Improvements

We propose to provide site preparation, grading, and site improvements per plan sheet dated 5/12/2016 including:

Grading
Stone foundation
Septic tank installation
Sidewalk
Water line
Sewer line
Electrical
Pavement striping and signs
Staking
Fence demolition and replacement
Fine grade
Seeding

for the sum of: \$51,700.00

The scope of work shall include only the work set forth in this proposal or description of work, which proposal or description is expressly incorporated into, and made a part of, the contract documents between the owner, contractor and subcontractor.

If you have any questions, please contact us at 828-256-5488.

Respectfully Submitted,

Huffman Grading Co., Inc.

Douglas B. Huffman
President



PO BOX 937
HICKORY, NC 28603
OFFICE:(828) 322-6175
FAX:(828) 322-1725

5-18-16

City of Hickory

Engineering Division
76 N. Center St. NE
Hickory, NC 28601

Southside Heights Park Improvements
Estimate for site work for new bathrooms

Scope of work

- Grade for new bathroom
- Place stone for foundation
- Install septic tank
- Grade for new sidewalk
- Pour new sidewalk
- Backfill walk
- Install water & sewer line
- Install electrical
- Fine grade & seed
- Stripping & sign
- Staking
- Fence demo & replacement

\$44,200



Project Title:

Southside Heights Park Improvements

**Per the quote received from JK Landscaping & Grading dated May 18, 2016
AND according to the Terms and Conditions set forth.**

SCOPE OF WORK:

- Grading for new bathrooms
- Place stone for foundation
- Install septic tank
- Grade for new sidewalk
- Pour new sidewalk
- Backfill walk
- Install water and sewer line
- Install electric
- Fine grade and seed
- Stripping and signage
- Staking
- Fence demo and replacement

Contract Amount: \$ _____

Written _____

Authorized Signature: _____

Printed Name: _____

Company: _____

Title: _____

Date: _____

Project Title:

Southside Heights Park Improvements

TERMS AND CONDITIONS

1. **STANDARD OF PERFORMANCE:** The standard of care for all professional contracting, consulting and related services performed or furnished by CONTRACTOR and its employees under this Agreement will be the care and skill ordinarily used by members of CONTRACTOR's profession. CONTRACTOR makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONTRACTOR's services.
2. **EXECUTION OF CONTRACT:** Contract documents must contain an original signature of authorized representative in the space provided and must be typed or printed in ink. Use of erasable ink is not permitted. Do not use white out, correction tape or some other method of masking a correction. Contract documents are the property of the City and are subject to the provisions of the North Carolina Open Records Act. This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between CONTRACTOR and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.
3. **CONTROLLING AGREEMENT:** These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.
4. **AWARDS:** Contractors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by the City and appropriate documents executed. The City of Hickory reserves the right to add or delete any item from this contract when deemed to be in the best interests of the City.
5. **ACCEPTANCE OF CONTRACT:** This document constitutes only the Contractor's offer until it is accepted on behalf of the City of Hickory and is fully executed by both parties.
6. **WAIVER:** The City of Hickory reserves the right to waive any general provisions, special provision or minor specification deviation when considered to be in the best interest of the City.
7. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the Bidder/Vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notify the City in writing of any deviation from the specifications within 7 calendar days may cause the agreement to be rejected and/or terminated without further compensation at the discretion of the City.
8. **MISTAKES:** Contractors are expected to examine the specifications, delivery schedule, contract prices and all instructions pertaining to supplies and services. Failure to do so will be at Contractor's risk.
9. **LITIGATION SUPPORT:** In the event CONTRACTOR is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which CONTRACTOR is not a party or negligent in the performance of services rendered, OWNER shall reimburse CONTRACTOR for reasonable costs in responding and compensate CONTRACTOR at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.
10. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the City. Each individual sample must be labeled with Contractor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. **Samples will not be returned.**

Project Title:

Southside Heights Park Improvements

11. **TESTING:** When testing is required to determine if a sample or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the Contractor, both on samples and delivered products.
12. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories or by the City. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with North Carolina Statutes. Items delivered not conforming to specifications will be rejected and returned to the Contractor at the Contractor's expense. Any violation of these stipulations may result in supplier's name being removed from the City of Hickory Purchasing Contractor mailing list, and the City may pursue any and all other remedies available either in equity or by law.
13. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
14. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all work performed pursuant to this Agreement shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
15. **INSPECTION, ACCEPTANCE, AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. "Destination" shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the Bidder/Vendor until accepted by the ordering agency. The Bidder/Vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering department will:
 - a. Record any evidence of visible damage on all copies of the delivering carrier's bill of lading.
 - b. Report damage (whether visible or concealed) to the carrier and Bidder/Vendor, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
 - c. Retain the item and its shipping container, including inner packaging material, until inspection is performed by the carrier, and disposition given by the Bidder/Vendor, or for a reasonable time after notification to the Bidder/Vendor.
 - d. Provide the Bidder/Vendor with a copy of the carrier's bill of lading and damage inspection report.
16. **SUCCESSORS AND ASSIGNS:** OWNER and CONTRACTOR, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor CONTRACTOR will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.
17. **HAZARDOUS MATERIALS:** OWNER represents to CONTRACTOR that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to CONTRACTOR the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that CONTRACTOR's scope of services do not include services related in any way to hazardous materials. In the event CONTRACTOR or any other party encounters undisclosed hazardous materials, CONTRACTOR shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and CONTRACTOR may, at its option and without liability for

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delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that CONTRACTOR is performing professional services for OWNER and that CONTRACTOR is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with CONTRACTOR's services under this Agreement. If CONTRACTOR's services hereunder cannot be performed because of the existence of hazardous materials, CONTRACTOR shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless CONTRACTOR, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of contractors, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

18. **SERVICE AND WARRANTY:** Unless otherwise specified, the Contractor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Contractors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance of this contract by the City, Contractor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be of good material and workmanship and free from defects.
19. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting Contractor. If any of the goods and/or work performed fails to meet the warranties contained herein, Contractor upon notice thereof from the City shall promptly correct or replace the same at Contractor's expense. If Contractor shall fail to do so, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the Contractor, all such goods will be held at Contractor's risk. The City may, and at the Contractor's direction shall, return such goods to Contractor at Contractor's risk, and all transportation charges, both to and from original destination, shall be paid by Contractor. Any payment for such goods shall be refunded by Contractor unless Contractor promptly corrects or replaces the same at its expense.
20. **AUTHORIZED USERS:** Bid/Contract shall cover requirements during the specified period for all municipal departments, boards, commissions, agencies and institutions.
21. **LIABILITY:** The Contractor shall hold and save the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the Contractor's breach of this contract or the Contractor's negligence.
22. **INDEPENDENT CONTRACTOR:** The parties agree that the Contractor and each subcontractor is acting in the capacity of an independent contractor with respect to the City of Hickory, and shall not at any time be or represent itself as an agent or employee of the City of Hickory.
23. **PRICES AND TERMS:** Contract price shall be valid for a minimum of sixty (60) days from the date of contract submittal by Contractor.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Contractors are to accept only those purchase orders issued by the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of

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the aforementioned, prepared on Finance Department forms, unless instructed otherwise in the executed Contract Agreement.

25. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business MAY NOT be passed on to the City of Hickory, its departments, boards, commissions, agencies, institutions, and all employees, nor may the Bidder/Vendor withdraw or cancel the contract, or any part of the contract for these reasons. Bidders/Vendors may only cancel the contract pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the Bidder/Vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon the "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation
26. **CONFLICT OF INTEREST:** The Contract hereunder is subject to the provisions of City of Hickory's Ethics and Conflict of Interest Policy. Contractor must disclose, the name of any officer, director or agent who is also an employee of the City of Hickory or any of its agencies or subdivisions. Further, Contractor must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor's firm or any of its branches.
27. **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the City of Hickory. If the Contractor uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost rising from the use of such design, device or materials in any way involved in the work.
28. **RELEASE OF PATENTS AND COPYRIGHTS:** The Contractor will relinquish ownership and exclusive rights to the Department of Housing and Urban Development and the City of Hickory for any patents and/or copyrights for any process, discovery, or invention which arise or is developed in the course of this contract.
29. **FACILITIES AND EQUIPMENT:** The City reserves the right to inspect the Contractor's facilities or equipment at any time with reasonable prior notice.
30. **BANKRUPTCY:** If the Contractor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the Contractor, or if a receiver is appointed for the Contractor, the City shall have the right to terminate this contract upon written notice to the Contractor without prejudice to any claim for damages or any other right of the City under this contract to the time of such termination.
31. **ASSIGNMENT:** This contract shall not be assigned by the Contractor without written consent of the City.
32. **ACCESS TO RECORDS:** The Contractor agrees to provide upon request audit materials to an auditor designated by the City. In addition, the Contractor will retain all records pertaining to this contract for a period of three (3) years after final payment and all other pending matters are closed.
33. **INSURANCE/INDEMNITY:** If insurance is required in the specifications to this Agreement, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City showing the City as an additional insured thereunder without cost to the City of Hickory prior to the awarding of the contract. This shall be accomplished by including a Certificate of Insurance with the bid package with the Certificate Holder being: *City of Hickory, PO Box 398, Hickory NC 28603*. CONTRACTOR agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000

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combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which CONTRACTOR is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. CONTRACTOR agrees to indemnify OWNER for claims to the extent caused by CONTRACTOR's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

34. **TIME OF ESSENCE:** Unless otherwise stated, time shall be considered of the essence to this contract. Contractor specifically agrees that it shall be liable for failure to deliver or delay in delivery. This includes without limitations: strikes, lockouts, inability to obtaining material, lack of shipping space, breakdowns, delays of carriers or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivisions thereof; unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the Contractor prior to submission of the bid and the City Council's acceptance.
35. **DISCRIMINATION:** Contractor agrees, in connection with the performance of work under this contract, as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation or affectation, national origin, ancestry, or physical or mental impairment. The Contractor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, sexual orientation or affectation, national origin, ancestry or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.
 - b. The Contractor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
 - c. In the event of the Contractor's non-compliance with the above non-discrimination clause, this contract may be terminated by the City. The Contractor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the Contractor.
36. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to the Contractor. It shall be the Contractor's responsibility to reproduce and distribute copies of the contract. No additions, deletions or changes of any kind shall be made to this contract by the Contractor.
37. **ANTI-KICKBACK PROVISIONS:** Contractor shall comply with the applicable regulations (herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so called "Anti-Kickback Act" of June 13, 1934) 48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirement thereof.
38. **CONTRACT WORK HOURS AND SAFETY STANDARDS:** Overtime Compensation Required by Contract Work Hours and Safety Standards Act (76 Stat. 357-360; Title 40 U.S.C., Sections 327-332).

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- a. **Overtime Requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, which he has employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half time his basic rate of pay for all hours worked in excess of 40 hours in such work week.
 - b. **Violation/Liability for Unpaid Wages Liquidated Damages:** In the event of any violation of the clause set forth in Paragraph (1) of this section, the contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States or other appropriate governing or regulatory body for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in Paragraph (1), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in Paragraph (1).
 - c. **Withholding for Liquidated Damages:** The Owner shall withhold or cause to be withheld, from any monies payment on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided in the clause set forth in Paragraph (2) of this Section.
 - d. **Subcontracts:** The Contractor shall insert in any subcontracts the clauses set forth in Paragraphs (1), (2) and (3) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts, which may be entered into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
 - e. **Questions Concerning Certain Federal Statutes and Regulations:** All questions arising under this contract which related to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said acts, or (d) the labor standards provisions of any other pertinent federal statute shall be referred through the Owner and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this contract.
39. **APPLICABILITY OF FEDERAL REGULATIONS TO FEDERALLY FUNDED PROJECTS:** If it is indicated in the specifications to this Agreement that federal funding is used in the completion of this project, the following provisions shall apply in compliance with the regulations of the United States Department of Housing and Urban Development.
- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them for complying with the Part 135 Regulations.
 - c. The contractor agrees to send each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization of workers' representative of the contractor's commitments under this Section 3

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Southside Heights Park Improvements

clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

- d. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
 - e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
 - f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD-assisted contracts.
40. **REPORTING REQUIREMENTS:** The Contractor will provide such reports as required for submission to the Department of Housing and Urban Development pertaining to racial, gender, age and ethnic status of its employees for carrying out the work under this contract.
41. **ADVERTISING:** In submitting a proposal, Contractor agrees not to use the results therefrom as a part of any commercial advertising.
42. **TERMINATION FOR CONVENIENCE OF THE CITY:**
- a. The performance of work and/or delivery of ordered materials, supplies, equipment and/or services under this contract may be terminated by the City, in whole or in part, whenever it is determined to be in the best interest of the City.
 - b. Any such termination shall be effected by the delivery to the Contractor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment and/or services are terminated, and the date upon which such termination becomes effective.
 - c. After receipt of a notice of termination, the Contractor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the Notice of Termination.
43. **VENUE:** This contract shall be governed by the laws of the State of North Carolina.
44. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. This Agreement may not be modified except in writing signed by both parties.
45. **DELIVERY OF NOTICES:** Any notices required or permitted by this Agreement will be considered sufficient if hand delivered or sent by certified mail to the party entitled to receive the notice at the address of that party set forth above. If a notice is sent by certified mail, it shall be deemed to have been given on the second business day after it is deposited in the United States mail, whether actually received by the addressee on that date or not.
46. **PAYMENT:**
- a. **INVOICING:** The Contractor shall be paid within a reasonable time, not to exceed 30 calendar days, after submission of proper certified invoices to the City at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to

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follow these instructions may result in delay or processing invoices for payment. The company or corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing, and receive payment. If the Contractor wishes to ship or service from a point other than the home office, he will furnish a list of these locations. HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM, NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.

- b. **REQUIREMENTS ONLY PURCHASES:** The proposed contract shall be for the quantities actually ordered during the life of the contract only. UNLESS OTHERWISE SPECIFIED, ALL CONTRACTS ARE REQUIREMENTS-TYPE CONTRACTS, meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown at the unit price stated in the bid.
 - c. **DISCOUNTS:** Contractors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost. Contractors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
 - d. **UNIFORM COMMERCIAL CODE:** All provisions of the Uniform Commercial Code shall be adhered to.
47. **PARTIAL PAYMENTS:** Partial payments will be made once each month as the work progresses. Said payments will be based upon estimates prepared by the Contractor and approved by the appropriate City representative for the value of the work performed and materials complete in place in accordance with the contract and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with this contract.

From the total of the amount determined to be payable on a partial payment, 5% of such total will be deducted and retained by the OWNER until the final payment is made. The balance 95% of the amount payable, less all previous payments, shall be certified for payment.

The Contractor shall not receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders, except when such excess quantities have been determined by the OWNER to be a part of the final quantity for the item of work in question.

No partial payment shall bind the OWNER to the acceptance of any materials or work in place as to quality or quantity. Contractor shall submit partial payment request for work completed by the 25th of the month. OWNER will make payment to the Contractor on or about the 25th of the following month.

CONTRACTOR will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in CONTRACTOR's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify CONTRACTOR of the dispute and request clarification and/or correction. After any dispute has been settled, CONTRACTOR will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for CONTRACTOR. CONTRACTOR retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days

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from the date of receipt by OWNER. In the event undisputed portions of CONTRACTOR's invoices are not paid when due, CONTRACTOR also reserves the right, after ten (10) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

48. **PAYMENT FOR MATERIALS ON HAND (IF APPLICABLE UNDER THE CONTRACT):** Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the Contract, plans, specifications, and are delivered to sites acceptable to the CONTRACTOR. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:
- a. The material has been stored or stockpiled in a manner acceptable to the OWNER at or on an approved site.
 - b. The Contractor has furnished the OWNER with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
 - c. The Contractor has furnished the OWNER with satisfactory evidence that the material and transportation costs have been paid.
 - d. The Contractor has furnished the OWNER legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
 - e. The Contractor has furnished the OWNER evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

The transfer of title and the OWNER's payment for such stored or stockpiled materials shall in no way relieve the Contractor of the responsibility for furnishing and placing such materials in accordance with the requirements of the Contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the Contract price for such materials or the Contract price for the Contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this contract.

42. **COMPLIANCE WITH LAWS:** The bidder, at his own expense, shall obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance and shall comply with any and all other standards or regulations required by federal, state and local statute, ordinance, executive order and rules during the performance of any contract between the bidder and the City. Any such requirement specifically set forth in any contract document between the bidder and the City shall be supplementary to this section and not in substitution thereof.
43. **SEVERABILITY:** If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.
43. **SPECIFICATIONS:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the City. All construction and materials shall conform to the City of Hickory's Manual of Practice which includes the standard specifications and details.
44. **GUARANTEE:** Unless otherwise specified by the City the bidder shall unconditionally guarantee the materials and workmanship on all material, construction, and/or services to be free from defect at the time of delivery and acceptance (to be determined by usage) by the City. If any defects are present which are due to faulty material, workmanship and/or services, the bidder at his expense, shall repair or adjust the condition, or

Project Title:

Southside Heights Park Improvements

replace the material and/or services to the complete satisfaction of the City. These repairs or replacements or adjustments shall be made only at such time as will be designated by the City as least detrimental to the operation of the City. Standard Manufacturer's warranties and other warranties normally offered by the bidder shall be in effect for all deliveries and shall be in addition to specific warranties or guarantees contained in this Bid. Statement of terms of standard warranty should be included with the bid.

45. **LICENSE:** All bidders must have proper license governing services provided.
46. **E-VERIFY COMPLIANCE:** Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the North Carolina General Statutes must comply with North Carolina Session Law 2013-418's E-Verify requirements to contract with local governments. E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. A completed E-Verify affidavit is required to enter any contract with the City of Hickory.
47. **IRAN DIVESTMENT ACT CERTIFICATION:** By executing this bid/contract, Bidder certifies they are not listed on the Iran Final Divestment List ("List") created by the State Treasurer pursuant to N.C.G.S. 147-86.58, Iran Divestment Act ("Act"). In compliance with the Act's requirement and N.C.G.S. § 147-86.59, Bidder shall not utilize in the performance of this agreement/contract any subcontractor that is identified on the List. The List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated at least every 180 days.



Project Title:

Southside Heights Park Improvements

Acceptance and entry into this Agreement by and on behalf of the City of Hickory is made this

_____ day of _____, 20__.

CITY OF HICKORY,
A North Carolina Municipal Corporation

(SEAL)

Mick W. Berry, City Manager

Attest:

Debbie D. Miller, City Clerk

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

Melissa Miller, Finance Officer

Approved as to form on behalf of the City of Hickory only:

Arnita M. Dula, Staff Attorney

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Fred Hollar, Fire Chief
Contact Person: Fred Hollar
Date: June 15, 2016
Re: Surplus of Three American LaFrance Apparatus

REQUEST

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 of apparatus have been warehoused for many years.

BACKGROUND

These fire trucks were purchased by the City of Hickory in 1919 and 1924 as new fire apparatus. All three trucks have been moved on several occasions and, on occasion, were left exposed to the elements. 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.

ANALYSIS

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 David Zagaroli for the sum of \$13,500 for all three trucks with the stipulation that Mr. Mills will be responsible for moving the apparatus. The revenue for the sale of these trucks will be placed into a special fund to pay for refurbishing a 1936 American LaFrance apparatus, which will be utilized for special events and functions. This is in accordance with General Statute 160A-267.

RECOMMENDATION

Hickory Fire Department staff recommends declaring the 1919 American LaFrance pumper, the 1924 American LaFrance pumper, and the 1924 American LaFrance ladder truck as surplus and selling said trucks to Mr. George Mills. The trucks will be sold as is and Mr. Mills will be responsible for removing all three units.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

C. Fred Hollar
Initiating Department Head

6-15-16
Date

Deputy City Attorney, A. Dula

Date

Rodney Miller
Asst. City Manager Rodney Miller

6-16-16
Date

A. Surratt
Asst. City Manager, A. Surratt

6/17/16
Date

Melissa Miller
Finance Officer, Melissa Miller

6-16-16
Date

Bo Weichel
Purchasing Manager, Bo Weichel

6/16/16
Date

Date

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

M. Berry
City Manager, M. Berry

Date

RESOLUTION NO. 16-

**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.

Adopted this the 21st day of June, 2016.

City of Hickory

By: _____
Rudy Wright, Mayor

ATTEST:

Debbie D. Miller, City Clerk

Approved as to form this ____ day of _____, 2016

Deputy City Attorney for the City of Hickory

BUDGET ORDINANCE AMENDMENT # 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.

Adopted this _____ day of _____, 2016

Mayor

Clerk

CAPITAL PROJECT ORDINANCE # 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	0

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	0

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.

Adopted this _____ day of _____, 2016

Mayor

Clerk

**CITY OF HICKORY
CAPITAL PROJECT ORDINANCE # 4
Wayfinding Sign Systems**

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, the following capital project ordinance is hereby adopted for the duration of the project.

SECTION 1. The project authorization is the Wayfinding Sign Systems.

SECTION 2. The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

SECTION 3. The following revenues are anticipated to be available to complete the project:

Other Financing Sources:	
General Fund – General Government	<u>\$523,000</u>
Total	\$523,000

SECTION 4. The following amounts are appropriated for the project:

General Capital Project:	
Construction	<u>\$523,000</u>
Total	\$523,000

SECTION 5. Copies of this 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 direction.

Adopted this the ____ day _____, 2016.

Mayor

Clerk

3

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Planning & Development Services Department – Cal Overby, Principal Planner

Contact Person: Cal Overby, Principal Planner

Date: June 8, 2016

Re: Public Hearing for the Consideration of Rezoning Petition 16-03

REQUEST

Consideration of Rezoning Petition 16-03.

BACKGROUND

Hilton Materials, LLC has petitioned for the rezoning of approximately 8.09 acres (325,400.4 ft²) of property located at 1360 11th Avenue SE. The petition is to rezone the property from Regional Commercial (C-3) to Industrial (IND).

ANALYSIS

The Hickory by Choice 2030 Comprehensive Plan classifies the vicinity as Industrial. The rezoning of the subject property to Industrial (IND) is consistent with the goals and policies contained within the Hickory by Choice 2030 Comprehensive Plan. Please refer to the accompanying staff report for a more in-depth analysis of the petition.

RECOMMENDATION

The Hickory Regional Planning Commission conducted a public hearing on May 25, 2016 to consider the petition. During the public hearing the owner and the owner's agent spoke in favor of the petition, while no one spoke in opposition. Upon closing the public hearing, the Hickory Regional Planning Commission voted unanimously (8-0) to affirm the petition's consistency with the Hickory by Choice 2030 Comprehensive Plan, and recommended City Council approval of the petition. Staff concurs with the Commission's findings and recommendations.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Brian M. Frazier *BMF* 6/08/2016
Initiating Department Head Date

Armita M. Dula 6-13-16
Deputy City Attorney, A. Dula Date

Robyn Wood 6-14-16
Asst. City Manager, W. Wood Date

A. Surratt 6/14/16
Asst. City Manager, A. Surratt Date

R. Miller 6-14-16
Finance Officer, Melissa Miller Date

M. Bennett _____
Administrative Services Director Date

Bo Weichel 6-15-16
Purchasing Manager, Bo Weichel Date

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

M. Berry
City Manager, M. Berry

Date

REZONING ANALYSIS

PETITION: Rezoning 16-03

APPLICANT: Monroe Pannell

OWNER: Hilton Materials, LLC

PROPERTY LOCATION: 1360 11th Avenue SE

PIN: 3712-14-43-2806

WARD: The property is currently located in Ward 3 (Councilman Seaver).

ACREAGE: 8.09 acres (325,400.4 ft²).

REQUESTED ACTION: The applicant has submitted a petition requesting the subject property be rezoned from Regional Commercial (C-3) to Industrial (IND).

BACKGROUND: Historically, the property was zoned Economic Development (ED) for a number of decades until a previous owner petitioned to have the property rezoned to C-4 Commercial in 2000. Neither of these zoning district exist in the city's current Land Development Code, but both closely relate to the existing and requested districts.

Hilton Materials, LLC acquired the subject property in January of 2016 with the understanding the property would need to be rezoned from commercial to industrial in order to fulfill their desired use of the property. From a long-term perspective, the rezoning of the property is the first step in a two-step process that will be needed accomplish Hilton Material's ultimate goal, which is to utilize the property as the location of a soil and material mixing / storage operation. The second step of the process will be filing for and receiving a Special Use Permit, as the soil and material mixing / storage operation is considered open storage by the city's Land Development Code.

From a legal standpoint, the Planning Commission and City Council must consider all potential uses permitted within the proposed Industrial (IND) district, as the request is to rezone the property to a general use district. However, staff wanted to offer some perspective to the request, so that at least some idea of the type of uses that would be permitted on the property would be recognized.

DEVELOPMENT POTENTIAL: The current Regional Commercial (C-3) district is characterized by the City's Land Development Code as being a commercial district intended to provide a full range of retail and services businesses that serves both local and regional markets.

The subject property is currently vacant, but is comprised of several acres of developable property. Properties zoned Regional Commercial (C-3) can be developed to a maximum floor area ration (FAR) of 0.85, which would equate into approximately 300,000 ft² commercial floor area.

The proposed Industrial (IND) district is characterized by the City's Land Development Code as a being a district intended to provide locations for the development of land-uses generally devoted to manufacturing, processing and assembly, warehousing, distribution and serving enterprises and office activities.

The Industrial (IND) district is not limited to a maximum floor area ratio (FAR) as is the case with other types of non-residential development. However, it should be duly noted that while a

maximum FAR is not prescribed for Industrial zoning, development is required to provide adequate stormwater control, landscaping and buffering, and similar items as required by the Hickory Land Development Code.

REVIEW CRITERIA: In reviewing and making recommendations on proposed zoning map amendments, review bodies shall consider the following factors:

1. Consistency of the proposed zoning with the *Hickory Comprehensive Land Use and Transportation Plan* and the stated Purpose and Intent of this Land Development Code **(Please refer to Map 1 for more detail)**;

The general area is classified as Industrial by the Hickory By Choice 2030 Comprehensive Plan. (Note: The Hickory By Choice 2030 Comprehensive Plan's Future Land Use map does not contain parcel line data, as the general boundaries of the land use categories are not concrete.)

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.

Additionally, 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).

Section 1.7 of the Hickory Land Development Code contains its Stated Purpose and Intent. This section contains five (5) specific items which the Land Development Code is intended to uphold. These are as follows:

- Implement the Hickory by Choice 2030 Comprehensive Plan;

As outlined above, the subject properties are located in an area classified as Industrial, by the HBC 2030 Comprehensive Plan.

- Preserve and protect land, air, water and environmental resources and property values;

Any and all improvements that are to take place on the property will be required to follow all applicable development regulations.

- Promote land use patterns that ensure efficiency in service provision as well as wise use of fiscal resource and governmental expenditures;

The subject property is located on 11th Avenue SE, which is home to a number of larger heavy industrial land uses. Public infrastructure currently in place in the area is sufficient to handle the type of development possible on the subject property.

- Regulate the type and intensity of development; and

Any future development that takes place on the subject property will be regulated by current and future development standards duly adopted by the City of Hickory and the State of North Carolina.

- Ensure protection from fire, flood and other dangers.

Any future development occurring on the subject property will be required to adhere to all state and local building, fire, and flood zone related development regulations. Such regulations will ensure proper protections are provided to ensure surrounding residents, and employees are properly protect as prescribed by law.

2. Existing land uses within the general vicinity of the subject property (**Please refer to Map 2 for more detail**):

North: *The properties to the north across 11th Avenue SE are currently vacant. However, it should be duly noted this property is owned by Martin Marietta Materials, and has been approved as an expansion area for their quarry operations (Special Use Permit 08-03);*

South: *The properties to the south are currently vacant;*

East: *The properties to the east are occupied by industrial land uses (Maymead & Oak Designs); and*

West: *The properties to the west occupied by single-family residences, and an automotive sales facility (Hendrick Motors).*

3. The zoning classification of property within the general vicinity of the subject property (**Please refer to Map 3 for more detail**):

North: *The properties to the north across 11th Avenue SE are zoned Industrial (IND);*

South: *The properties to the south are zoned Regional Commercial (C-3);*

East: *The properties to the east are zoned Regional Commercial (C-3) and Industrial (IND); and*

West: *The properties to the west are zoned Regional Commercial (C-3).*

4. The suitability of the subject property for the uses permitted under the existing and proposed zoning classification:

The subject property is currently zoned Regional Commercial (C-3). The request is to rezone the property to Industrial (IND). With regards to suitability of uses permitted under the existing zoning classification, the subject property shares property lines with existing industrial zoning and industrial land uses. The residential uses to the west are also zoned Regional Commercial (C-3), and are surrounded by commercial or industrial zoning. Given the proximity of other heavy industries, the subject property is better suited for future industrial expansion.

5. The extent to which zoning will detrimentally affect properties within the general vicinity of the subject property:

Most, if not all, zoning map amendments (rezonings) possess the potential to detrimentally impact properties in their general vicinity. However; many of these potential impacts can be properly mitigated through site design and attention to detail during the permitting process. During the site design and permitting process attention is given to ensuring different types of land use can co-exist with one another to the maximum extent practical. This can be accomplished utilizing proper buffering, landscaping, stormwater control, and building setback standards; which are already in place.

6. The extent to which the proposed amendment (zoning map) will cause public services including roadways, storm water management, water and sewer, fire and police protection to fall below acceptable levels.

Adequate public infrastructure is available in sufficient quantities to serve future development on the subject property.

7. The proposed amendment (zoning map) will protect the public health, safety, and general welfare.

The property in question is located within an area where the City's comprehensive plan, Hickory by Choice 2030, anticipated providing additional properties for industrial development. Any future development that occurs of the subject property as the result of the zoning map amendment, will be required to be adhere to regulations related to zoning, building and fire code, traffic, stormwater, etc.; which will work in conjunction with one another to ensure the health and safety of residents and visitors are properly protected.

RECOMMENDED ACTION:

The Hickory Regional Planning Commission conducted a public hearing on May 25, 2016 to consider the petition. During the public hearing the owner and the owner's agent spoke in favor of the petition, while no one spoke in opposition. Upon closing the public hearing, the Hickory Regional Planning Commission voted unanimously (8-0) to affirm the petition's consistency with the Hickory by Choice 2030 Comprehensive Plan, and recommended City Council approval of the petition. Staff concurs with the Commission's findings and recommendations.

CITIZEN INPUT:

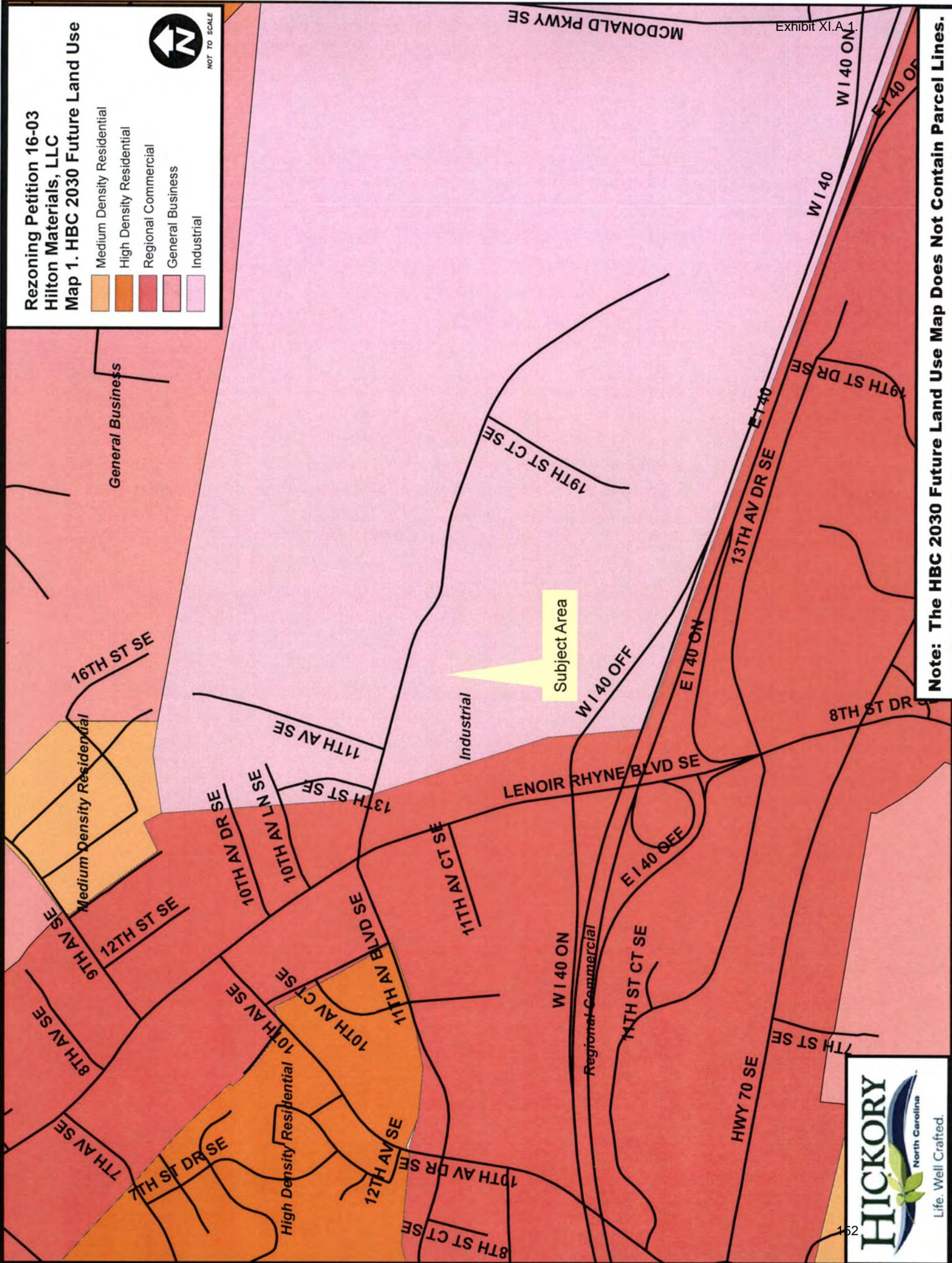
Staff has received three (3) inquiries regarding the requested rezoning, none of which indicated opposition to the petition.

Rezoning Petition 16-03
 Hilton Materials, LLC
 Map 1. HBC 2030 Future Land Use

-  Medium Density Residential
-  High Density Residential
-  Regional Commercial
-  General Business
-  Industrial



NOT TO SCALE



Note: The HBC 2030 Future Land Use Map Does Not Contain Parcel Lines.





Rezoning Petition 16-03
Hilton Materials, LLC
Map 2.A. Aerial Photo



Hendrick Motors

Subject Property

Oak Design - Factory

Single-Family Residences

Future Martin-Marietta
Expansion Site



© 2016 Google

Google earth

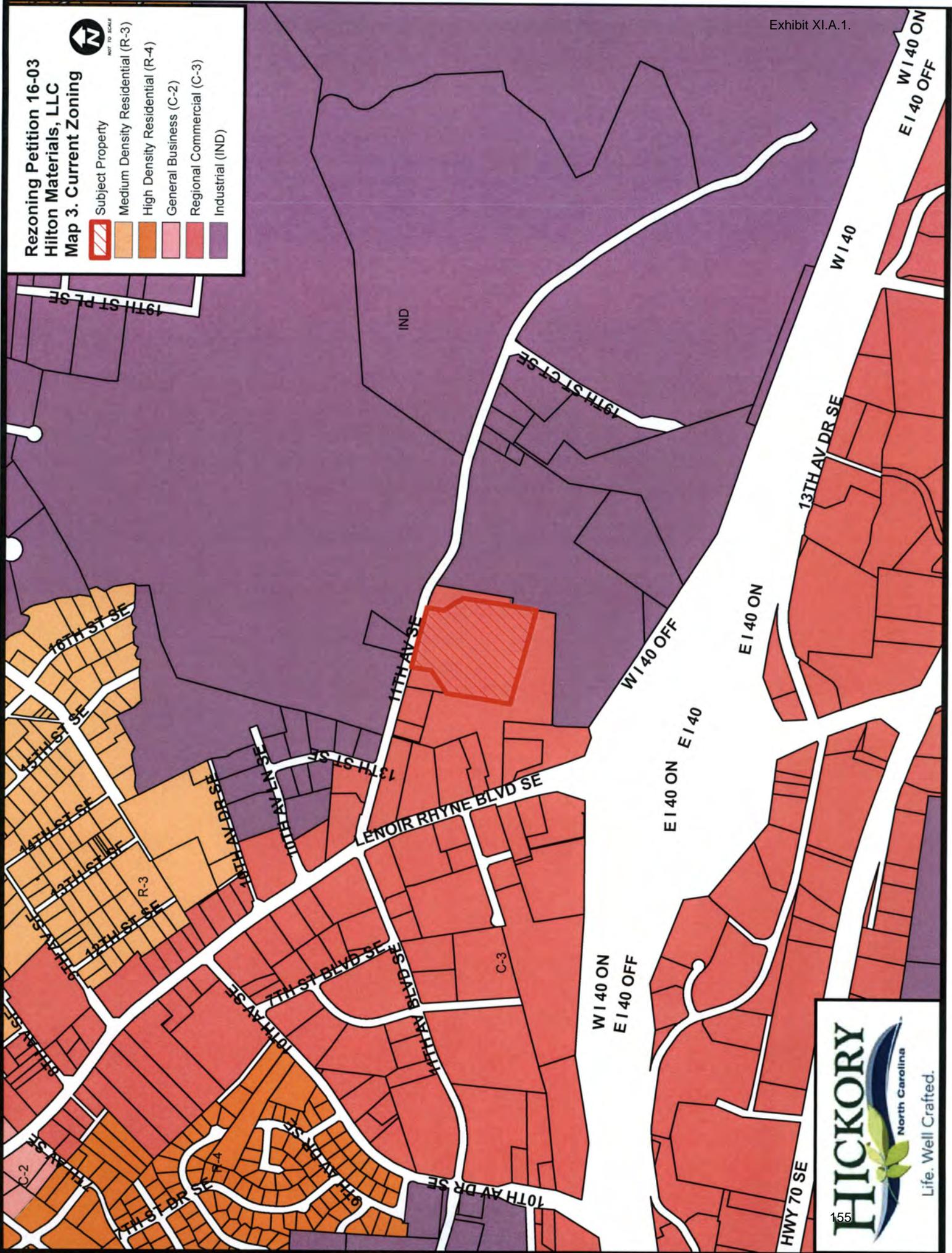
35°43'03.06" N 81°18'38.36" W elev 1185 ft eye alt 2181 ft

© 1993

Rezoning Petition 16-03
Hilton Materials, LLC
Map 3. Current Zoning



-  Subject Property
-  Medium Density Residential (R-3)
-  High Density Residential (R-4)
-  General Business (C-2)
-  Regional Commercial (C-3)
-  Industrial (IND)



HICKORY
North Carolina
Life. Well Crafted.



Life. Well Crafted.

HICKORY REGIONAL PLANNING COMMISSION ZONING MAP AMENDMENT CONSISTENCY STATEMENT

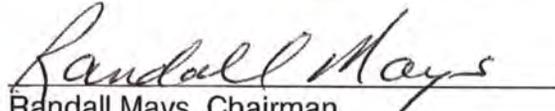
On May 25, 2016 the Hickory Regional Planning Commission conducted a Public Hearing for the purpose of considering Rezoning Petition 16-03. Upon consideration, the Hickory Regional Planning Commission found:

1. *The general area is located 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;*

Additionally, 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);

3. *Any and all improvements that are to take place on the property will be required to follow all applicable development regulations;*
4. *The subject property is located on 11th Avenue SE, which is home to a number of larger heavy industrial land uses. Public infrastructure currently in place in the area is sufficient to handle the type of development possible on the subject property.*
5. *Any future development that takes place on the subject property will be regulated by current and future development standards duly adopted by the City of Hickory and the State of North Carolina; and*
6. *Any future development occurring on the subject property will be required to adhere to all state and local building, fire, and flood zone related development regulations. Such regulations will ensure proper protections are provided to ensure surrounding residents, and employees are properly protect as prescribed by law.*

Based upon these findings, the Hickory Regional Planning Commission has found Rezoning Petition 16-03 to be consistent with the findings and recommendations of the Hickory by Choice 2030 Comprehensive Plan, and recommends Hickory City Council approval of the petition. This recommendation was affirmed by a 8-0 vote of the Hickory Regional Planning Commission.


Randall Mays, Chairman

5-25-2016
Date

ORDINANCE NO. _____

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.

ORDAINED by the City Council of Hickory, North Carolina, this, the ____ day of _____, 2016.

(SEAL)

THE CITY OF HICKORY, a
North Carolina Municipal Corporation

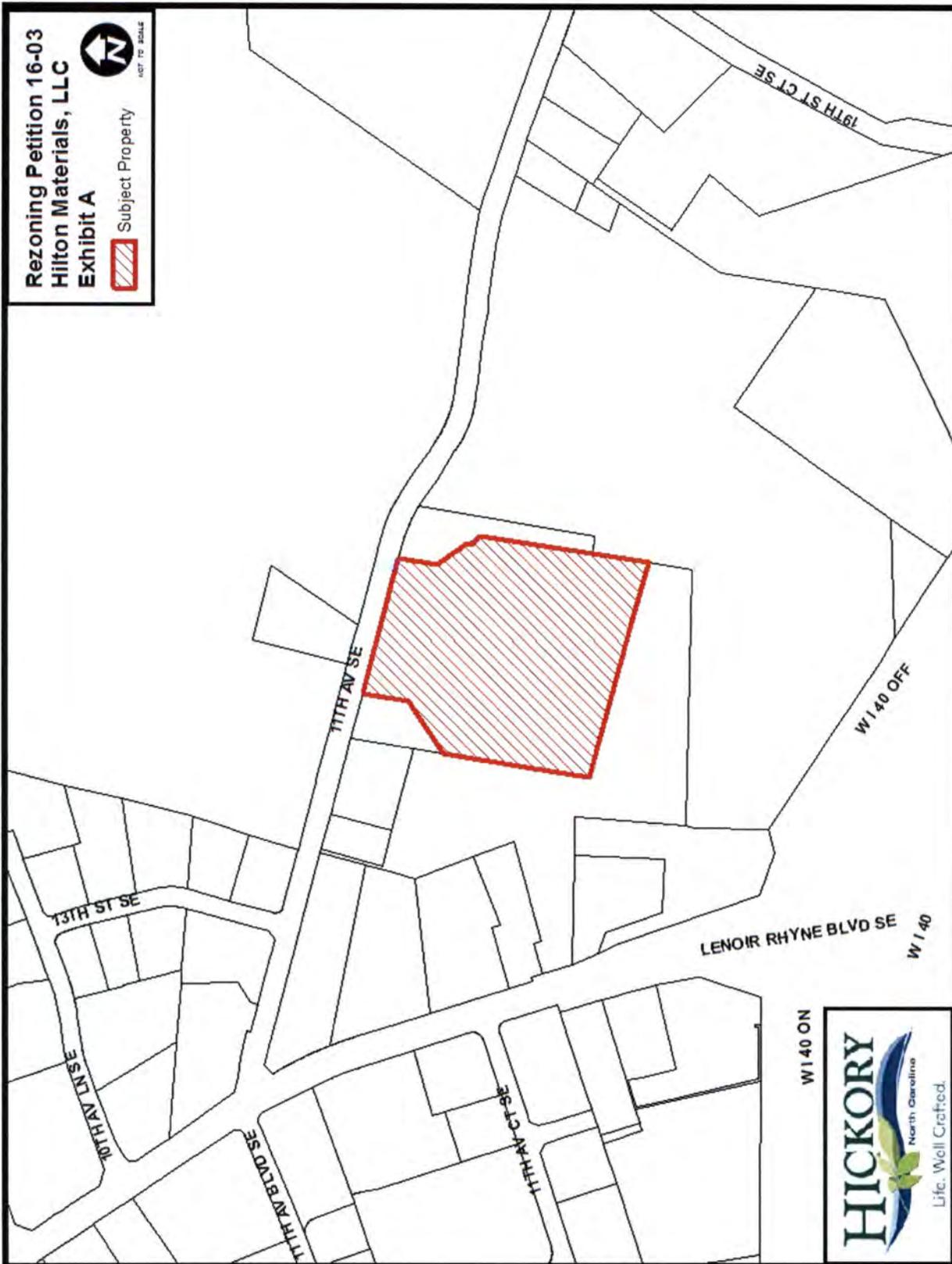
Attest:

By: _____
Rudy Wright, Mayor

Debbie D. Miller, City Clerk

Approved as to form this ____ day of _____, 2016.

Attorney for the City of Hickory



ORDINANCE NO. _____
HICKORY CITY COUNCIL
Page 3 of 3

To: City Manager's Office
From: Mack McLeod, Parks and Recreation Director
Contact Person: Mack McLeod
Date: June 15, 2016
Re: Consideration of a Public Facility Naming Request

REQUEST

Representatives of the Friends of Hickory organization will be in attendance at the June 21, 2016 City Council meeting to present a naming request, for City Council's consideration, for the park they are building in downtown Hickory.

BACKGROUND

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.

ANALYSIS

Naming proposals that are categorized under #1 and #3 are forwarded to the Parks and Recreation Commission or the Library Advisory Board depending on who has jurisdiction over the proposed naming area. The public hearing phase of the process would then go into effect with a recommendation ultimately being made to City Council for their consideration. Naming proposals that are categorized under #2 are forwarded directly to City Council for consideration and approval. City staff has determined that the Friends of Hickory's naming request would fall under #2.

In light of the fact that the Friends of Hickory's proposed park will come 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, as a matter of information only, at their June 14, 2016 meeting.

RECOMMENDATION

Staff recommends City Council's consideration of the Friends of Hickory's public facility naming request that will be presented at the June 21, 2016 meeting

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

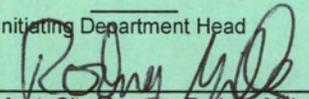
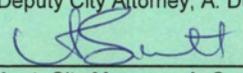
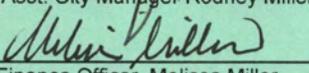
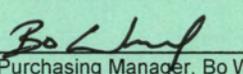
Yes

No

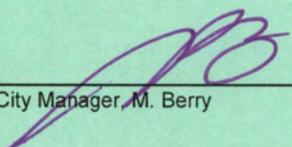
LIST THE EXPENDITURE CODE:

Reviewed by:

Mack McLeod ^{MM} _____ 6.15.16 _____

Initiating Department Head	Date	Deputy City Attorney, A. Dula	Date
	6-16-16		6/17/16
Asst. City Manager Rodney Miller	Date	Asst. City Manager, A. Surratt	Date
	6-16-16		6-16-16
Finance Officer, Melissa Miller	Date	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

Date

CITY OF HICKORY PUBLIC FACILITIES NAMING POLICY

POLICY STATEMENT

The Hickory City Council has the sole authority to designate the name of public facilities in whole or in part. However, in order to adopt a uniform methodology to consider proposals to name parks, recreation areas, buildings, open spaces and other public facilities owned by the City of Hickory, and streets within Hickory's naming jurisdiction, the City Council does hereby adopt the following policy to govern the official designation of these public properties.

CRITERIA FOR CONSIDERATION

- A. The City Council will consider proposals for the naming of a street, park, public open space, building or an area within a park, open space, or building to recognize a person, organization, historical event, geographic location or feature, or a plant or animal indigenous to the Hickory area. The City Council will consider the naming of a public property for an individual or organization only when the individual(s) or organization has made exceptional contributions to the City and/or the community at-large in the form of money, land, time, or overall service to the community.
- B. The naming of public properties should promote ready identification and /or geographic association by the public.
- C. When a proposed name is for an individual who is no longer living, a period of at least one year since the death of the individual must have elapsed before the City Council can consider final action to name the facility. Submittal of the proposal and any required advisory board or City Council review may take place during this one year waiting period. This provision does not apply to a naming stipulated through a donation accepted by City Council where the donor has made the contribution with the provision that a naming will occur.
- D. Proposals to add a name of an individual, group of individuals, or an organization to a name of a facility that already has a name can not be considered until at least five (5) years has elapsed from the time of the original naming of the facility.
- E. City Council designation of the name of a park, public open space, street, building or an area within a park, public open space or building will only apply to that particular building or tract of land and the name cannot be transferred to another park, public open space, or building without being proposed under the formal process outlined in this policy. Also, the City Council cannot control the names of buildings or parcels of land that are sold and are no longer used to provide City services.
- F. The naming of streets will conform with Article II. "Street Names and Property Numbers" of the Hickory City Code and specifically Section 29-41, "Uniform System Adopted" which provides for a uniform street naming system and outlines the City Council's authority to name "higher order streets which do not readily fit into the street naming and property numbering system."
- G. This policy does not apply to programs whose policies and procedures have already been approved by City Council and involve the recognition of people or an organization for the maintenance and/or improvement of a designated area within a public property. These programs include but are not limited to the Adopt-A-Spot and Adopt-A-Trail programs, and programs involving the planting of trees in public spaces to honor or memorialize an individual.

PROCESS OF CONSIDERATION

- A. Naming proposals will originate in one of three ways:
1. The Hickory City Council or an advisory board appointed by the Hickory City Council proposes a name for building, park, street or public open space or an area within a building, park, or public open space.
 2. The Hickory 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. In such situations the agreement is final and the name cannot be changed unless the City Council decides to return the land, money, materials or services to the individual or organization making the contribution or the individual or organization fails to deliver the agreed upon land, money, materials and/or services.
 3. An application is received from a City citizen or a group of City citizens who wish to recommend the naming of a park, building, public open space, street or a particular area within a City facility.
- B. Citizen applications or naming proposals originated by the City Council or an advisory board not involving a stipulated naming for a donation of land, money, materials and/or service will be forwarded to the Parks and Recreation Commission for a recommendation on the designation of parks, open spaces or the naming of recreation related buildings, or to the Library Advisory Board for the recommendation on the designation of library related buildings or open spaces, before the City Council takes final action on the proposal. Naming proposals that are not recreation or library related will be considered directly by the City Council.
- C. The narrative will include as much background information as possible as to why a name should be assigned. Citizen applications for a naming must be supported by an original petition of at least fifty (50) signatures of residents within the City of Hickory to a particular public open space, street, park, or building, or area within a City facility.
- D. Applications and the required petition should be submitted to the City Manager's Office. The City Manager's Office will then forward the original application to the appropriate appointed advisory board with a copy to the City Council, or directly to the City Council, depending upon which facility is proposed to be named.
- E. When the Parks and Recreation Commission or Library Advisory Board receives a naming proposal or a citizen application for a naming, the respective advisory board should announce the proposal at an open meeting and call for a public hearing with proper public notice to hear comments on the proposal or application. At the public hearing, the proponent(s) of the naming will be given time to justify the proposal. In the event there is opposition to the naming of, facility, or an area within a facility, the opposition should submit a written statement that identifies the reasons/circumstances behind the opposition and can be required to appear in front of the advisory body to answer questions regarding their opposition. Organized opposition should follow the general requirements in opposing a requests as proponents followed in making the request including the submittal of an original petition. In the event the naming proposal or application is for a facility or park not under the auspices of the Parks and Recreation Department or the Hickory Public Library, the Hickory City Council will follow the same process in considering the naming with the only difference being the City Council's decision will be final. When there is opposition to a

request, the advisory body considering the request, or the City Council if involving a naming not referred to an advisory board, may decide to delay action on the request for up to thirty (30) days in order to evaluate the opposition's information.

- F. Once an advisory board makes a decision on a naming request, the chairperson or his/her authorized designee will present the recommendation in writing to the City Council for their consideration and action. The written recommendation will contain a summary of the comments of the proponents of the request and of the opposition (if any) along with the action by the advisory board. If it is recommended not to name a facility or an area within a facility after the individual or organization being proposed, the advisory board may further recommend, or the City Council may decide, to place a plaque at an appropriate location within the facility to recognize the contributions of individual(s) or organizations to the City of Hickory or the community at large.
- G. The City Council may request additional information from the advisory board, naming proponents, and naming opponents as necessary before making the final decision

**CITY OF HICKORY
PUBLIC FACILITY NAMING APPLICATION**

I. GENERAL POLICY STATEMENT

The Hickory City Council has the sole authority to designate the name of public facilities in whole or in part. However, in order to adopt a uniform methodology to consider proposals to name parks, recreation areas, buildings, and other public facilities owned by the City of Hickory, and streets within Hickory's naming jurisdiction, the City Council has adopted the City of Hickory Public Facilities Naming Policy (9/3/96). This application provides the format for submittal of the information required by the policy.

II. GENERAL INFORMATION

Name of Individual/Group Making Application:

Address:

Telephone: Home _____ Business _____

Location of Facility Proposed for Naming: _____

Proposed Name/Title: _____

III. NAMING INVOLVING AN INDIVIDUAL OR AN ORGANIZATION

If an individual, is this person Living ____ or Deceased ____?

If living, do you have the person's permission to pursue the naming? _____

Current address: _____

If deceased, do you have the permission of the immediate family? _____

Name the community activities of individual or organization and dates of involvement:

Description of community activities/services of individual or organization:

Other organizations served and leadership positions held:

Other awards and honors:

IV. ADDITIONAL COMMENTS ON WHY THIS FACILITY SHOULD BE NAMED AS PROPOSED:

Signature of Person Submitting Application

Date

NOTE: CITIZEN APPLICATIONS FOR NAMING MUST BE SUPPORTED BY AN ORIGINAL PETITION OF AT LEAST FIFTY (50) RESIDENTS OF THE CITY OF HICKORY. PLEASE ATTACH THIS REQUIRED PETITION AND MAKE SURE IT CONTAINS A SIGNATURE AND ADDRESS FOR EACH PERSON SUPPORTING THE REQUEST.

COMPLETED APPLICATIONS SHOULD BE FORWARDED TO THE CITY MANAGER'S OFFICE, 76 NORTH CENTER STREET, P.O. BOX 398, HICKORY, NC 28603

9

COUNCIL AGENDA MEMOS

Exhibit XI.B.2.a.)

To: City Manager's Office

From: Chuck Hansen

Contact Person: Chuck Hansen

Date: June 15, 2016

Re: New Wayfinding Sign System, Project 1 Wayfinding Signs

REQUEST: Request Council approve the attached Contract with 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.

BACKGROUND: This project will install a system of 102 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.

ANALYSIS: A Wayfinding sign system has been a goal of City Council and Staff for a few years now with much of the work completed several years ago. With some positive improvements in the economy it was determined now is the time to implement this much needed improvement.

RECOMMENDATION: Recommend Council approve the attached 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. Staff also recommends Council appropriate funds in the amount of \$475,000 from Fund Balance in the General Fund for the budget for this construction project.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Chuck Hansen 6/15/16
Initiating Department Head Date

Deputy City Attorney, A. Dula Date

Rodney Miller 6-15-16
Asst. City Manager Rodney Miller Date

A. Surratt 6/15/16
Asst. City Manager, A. Surratt Date

Melissa Miller 6-15-16
Finance Officer, Melissa Miller Date

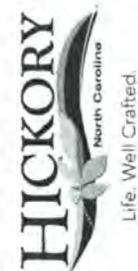
Bo Weichel 6-15-16
Purchasing Manager, Bo Weichel Date

Date

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

M. Berry
City Manager, M. Berry

Date



CITY of HICKORY
Invitation to Bid and Contract
Hickory New Wayfinding Sign System
Bid Number: 16-016

	Architectural Graphics			EcoConstruction			Signart			Rite Lite		
	bid bond	yes	TOTAL	bid bond	yes	TOTAL	bid bond	yes	TOTAL	bid bond	yes	TOTAL
PROJECT 1												
HICKORY TRAILBLAZER "A" SIGNS			QTY.									
5'-0" X 5'-0"	\$10,029.00	\$20,058.00	2	\$5,272.02	\$10,544.04	\$5,342.00	\$10,684.00	\$4,270.90	\$8,541.80			
5'-0" X 6'-0"	\$10,799.00	\$86,392.00	8	\$4,476.21	\$35,809.68	\$5,253.00	\$42,024.00	\$4,270.90	\$34,167.20			
5'-0" X 7'-0"	\$11,254.00	\$101,286.00	9	\$4,761.57	\$42,854.13	\$5,988.00	\$53,892.00	\$4,270.90	\$38,438.10			
5'-0" X 7'-6"	\$11,716.00	\$46,864.00	4	\$5,549.92	\$22,199.68	\$5,585.00	\$22,340.00	\$4,270.90	\$17,083.60			
5'-0" X 8'-0"	\$12,029.00	\$72,174.00	6	\$5,361.48	\$32,168.88	\$6,290.00	\$37,740.00	\$4,270.90	\$25,625.40			
5'-0" X 8'-6"	\$13,243.00	\$145,673.00	11	\$5,161.76	\$56,779.36	\$6,447.00	\$70,917.00	\$4,270.90	\$46,979.90			
5'-0" X 9'-0"	\$13,650.00	\$27,300.00	2	\$7,514.03	\$15,028.06	\$6,550.00	\$13,100.00	\$4,270.90	\$8,541.80			
5'-0" X 9'-6"	\$14,169.00	\$28,338.00	2	\$7,802.23	\$15,604.46	\$6,849.00	\$13,698.00	\$4,270.90	\$8,541.80			
5'-0" X 10'-0"	\$14,548.00	\$29,096.00	2	\$8,083.23	\$16,166.46	\$6,920.00	\$13,840.00	\$4,270.90	\$8,541.80			
5'-0" X 10'-6"	\$15,689.00	\$15,689.00	1	\$11,494.46	\$11,494.46	\$6,993.00	\$6,993.00	\$4,270.90	\$4,270.90			
Trailblazer "A" Total		\$572,870.00			\$258,649.21		\$285,228.00		\$200,732.30			
PROJECT 2												
HICKORY TRAILBLAZER "B" SIGNS (WITHOUT PARKING PANEL)			QTY.									
3'-6" X 3'-6"	\$7,407.00	\$59,256.00	8	\$3,224.13	\$25,793.04	\$4,599.00	\$36,792.00	\$4,538.40	\$36,307.20			
3'-6" X 4'-0"	\$7,631.00	\$15,262.00	2	\$3,976.82	\$7,953.64	\$4,721.00	\$9,442.00	\$4,538.40	\$9,076.80			
3'-6" X 4'-6"	\$8,372.00	\$58,604.00	7	\$3,444.21	\$24,109.47	\$4,849.00	\$33,943.00	\$4,538.40	\$31,768.80			
3'-6" X 5'-0"	\$8,597.00	\$25,791.00	3	\$4,038.15	\$12,114.45	\$4,974.00	\$14,922.00	\$4,538.40	\$13,615.20			
3'-6" X 5'-6"	\$9,018.00	\$45,090.00	5	\$3,894.13	\$19,470.65	\$5,102.00	\$25,510.00	\$4,538.40	\$22,692.00			
3'-6" X 6'-0"	\$9,271.00	\$55,626.00	6	\$3,959.21	\$23,755.26	\$5,145.00	\$30,870.00	\$4,538.40	\$27,230.40			
3'-6" X 6'-6"	\$9,500.00	\$66,500.00	7	\$4,021.81	\$28,152.67	\$5,392.00	\$37,744.00	\$4,538.40	\$31,768.80			
3'-6" X 7'-0"	\$10,842.00	\$65,052.00	6	\$4,227.95	\$25,367.70	\$5,515.00	\$33,090.00	\$4,538.40	\$27,230.40			
3'-6" X 7'-6"	\$11,185.00	\$67,110.00	6	\$4,369.51	\$26,217.06	\$5,648.00	\$33,888.00	\$4,538.40	\$27,230.40			
Trailblazer "B" Total (without parking panel)		\$458,291.00			\$192,933.94		\$256,201.00		\$226,920.00			
Parking Panel only installed	\$986.00	\$8,874.00	9	\$880.41	\$7,923.69	\$595.00	\$5,355.00	\$300.00	\$2,700.00			
TOTAL TRAILBLAZER "B" and PARKING PANEL		\$467,165.00			\$200,857.63		\$261,556.00		\$229,620.00			
Entry Marker	\$8,323.00	\$41,615.00	5	\$1,366.41	\$6,832.05	\$4,394.00	\$21,970.00	\$4,538.40	\$22,692.00			
TOTAL BID FOR PROJECT 1		\$1,081,650.00			\$466,338.89		\$568,754.00		\$453,044.30			
PROJECT 2												
Sign Face estimated at 1400 sq. ft	\$83.00	\$116,200.00	1400	\$31.10	\$43,540.00	\$0.00	\$0.00	\$110.00	\$154,000.00			
TOTAL BID FOR PROJECT 2		\$116,200.00			\$43,540.00		\$0.00		\$154,000.00			



CITY of HICKORY Invitation to Bid and Contract

Project Title:

Bid Number:

Hickory New Wayfinding Sign System

16-016

SUBMIT SEALED BIDS TO: Bo Weichel, Purchasing Manager PO Box 398 Hickory NC 28603 bweichel@hickorync.gov 828.323.7472	DIRECT INQUIRIES TO: Chuck Hansen, Public Services Director chansen@hickorync.gov or Caroline Kone, Transportation Manager ckone@hickorync.gov 828-323-7500 All questions must be submitted no later than June 3, 5:00 PM
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**Bid must be submitted before public bid opening - City Hall 3rd floor conference room
Tuesday June 14, 2016 2:00 PM**

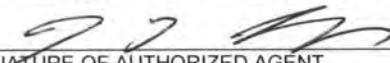
<u>Vendor Name:</u> RITE LITE SIGNS, INC	<u>Point of Contact:</u> JOEL WHITTINGTON
<u>Mailing Address:</u> 1000 BISCAYNE DRIVE	
<u>City:</u> CONCORD	<u>State:</u> NC
<u>Zip:</u> 28027	
<u>Area Code and Phone Number:</u> 704-788-7097	<u>Email Address:</u> jwhittington@ritelitesigns.com
<u>Federal Employer Identification Number or Social Security Number:</u> 56-2110311	

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT:
STATE OF North Carolina COUNTY OF Cabarrus, of lawful age, being first duly sworn, on oath says that:

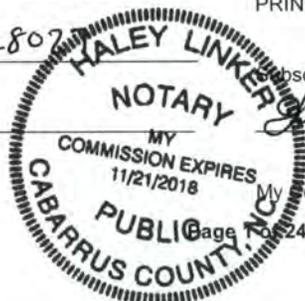
- Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent, Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;
- Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids;
- Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party:
 - to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract;
 - in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Hickory any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached.
- Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extent of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Hickory, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including, but not limited to, all costs and attorney fees incurred, in addition to any other remedies available by law.

FIRM: Rite Lite Signs, Inc.


SIGNATURE OF AUTHORIZED AGENT
John L. Sullivan, VP of Operations
PRINT/TYPE NAME/TITLE

ADDRESS: Concord, NC 28027
(City, State, Zip)

PHONE: 704-788-7097



Subscribed & sworn before me this 12th day of June, 2016.
Haley Linker
Notary Public
My Commission Expires: Nov. 21st, 2018



CITY of HICKORY
Invitation to Bid and Contract

Project Title:

Bid Number:

Hickory New Wayfinding Sign System

16-016

IMPORTANT INFORMATION AND INSTRUCTIONS

DOCUMENTS WITHIN THIS AGREEMENT: The pages of this agreement consist of:

- a. [Invitation and Bidder Information](#)
- b. [Important Information and Instructions](#)
- c. [General Conditions](#)
- d. [Special Conditions](#)
- e. [Affidavit of Prime Contractor](#)
- f. [Release and Waiver of Claims](#)
- g. [Specifications/Description of Work to be Performed](#)
- h. [Bid Form, Bonding Requirements](#)

1. IMPORTANT DATES

Friday June 3, 2016 at 5:00pm – Deadline for project questions
Tuesday June 14, 2016 at 2:00pm – Public Bid Opening

2. SUBMIT ALL PAGES

All pages of this document will be used as the contract. Bidders shall submit ALL pages of this document and supplemental pages with completed information.

3. BIDDER SHALL WRITE ON THE OUTSIDE OF SUBMITTAL ENVELOPE:

- a. The name of the General Contractor
- b. The Project Title and Project Number
- c. Date of bid opening

4. BIDS SHALL NOT BE QUALIFIED WITH ANY STATEMENTS ON THE BID FORMS OR BY SEPARATE ATTACHMENT

5. LIQUIDATED DAMAGES

As discussed in further detail under [General Conditions Item 40](#), in the event the Contractor fails to substantially complete construction required under this agreement in the time allotted, Contractor shall reimburse the City for liquidated damages.

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CITY of HICKORY Invitation to Bid and Contract

Project Title:

Bid Number:

Hickory New Wayfinding Sign System

16-016

GENERAL CONDITIONS

BIDDER – TO INSURE ACCEPTANCE OF THE BID, CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.

1. **SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.** The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those that do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the Purchasing Agent for the City of Hickory and may be examined during normal business hours, or may be found on the City's website (See Exhibit 'A' for further instruction).
2. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED.** Do not use white out, correction tape or some other method of masking a correction.
3. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID," and explain the reason in the space provided thereon. Failure to respond three (3) times in succession may be cause for removal of the supplier's name from the bid mailing list, without further notice. **NOTE: To qualify as having responded, bidder/vendor must submit either a bid or a written "NO BID," and it must be received no later than the stated bid opening date and hour.**
4. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/vendor is responsible for making this known in writing so as to reach the Purchasing Agent no later than seven (7) calendar days prior to the bid opening date. The envelope shall be marked in such a way so as to alert the Purchasing Agent of the urgency of the communication. The envelope must be marked indicating that the content is a challenge to a specified Invitation to Bid. For all challenges considered valid by the Purchasing Agent, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/objections not considered valid will be so stated to the objecting party.
5. **BID OPENING:** Bid opening, if applicable, occurs at the time specified on the bid form. It is the Bidder/Vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile, email, or telephone are not acceptable. **NOTE: Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations WILL NOT be provided by telephone or facsimile. Bid tabulations will be provided by email at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the North Carolina Open Records Act.**
6. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.
7. **AWARDS:**
 - a. As the best interest of the City may require, the right is reserved to:
 1. Award by individual item or project, group of items or projects, all or none, or a combination thereof.
 2. Award based upon a geographical district basis with one or more vendors.



CITY of HICKORY Invitation to Bid and Contract

Project Title:

Bid Number:

Hickory New Wayfinding Sign System

16-016

supplier's name being removed from the City of Hickory Purchasing Bidder/Vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.

17. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
18. **INSPECTION, ACCEPTANCE, AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. "Destination" shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the Bidder/Vendor until accepted by the ordering agency. The Bidder/Vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering department will:
 - a. Record any evidence of visible damage on all copies of the delivering carrier's bill of lading.
 - b. Report damage (whether visible or concealed) to the carrier and Bidder/Vendor, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
 - c. Retain the item and its shipping container, including inner packaging material, until inspection is performed by the carrier, and disposition given by the Bidder/Vendor, or for a reasonable time after notification to the Bidder/Vendor.
 - d. Provide the Bidder/Vendor with a copy of the carrier's bill of lading and damage inspection report.
19. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all work performed pursuant to this Agreement shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
20. **SERVICE AND WARRANTY:** Unless otherwise specified, the Bidder/Vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance of this contract by the City, Bidder/Vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be of good material and workmanship and free from defects.
21. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting Bidder/Vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, Bidder/Vendor upon notice thereof from the City shall promptly correct or replace the same at Bidder/Vendor's expense. If Bidder/Vendor shall fail to do so, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the Bidder/Vendor, all such goods will be held at Bidder/Vendor's risk. The City may, and at the Bidder/Vendor's direction shall, return such goods to Bidder/Vendor at Bidder/Vendor's risk, and all transportation charges, both to and from original destination, shall be paid by Bidder/Vendor. Any payment for such goods shall be refunded by Bidder/Vendor unless Bidder/Vendor promptly corrects or replaces the same at its expense.
22. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all municipal departments, boards, commissions, agencies and institutions.
23. **LIABILITY:** The Bidder/Vendor shall hold and save the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned harmless against the claims



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- by third parties resulting from the Bidder/Vendor's breach of this contract or the Bidder/Vendor's negligence.
24. **INDEPENDENT CONTRACTOR:** The parties agree that Bidder/Vendor and each subcontractor is acting in the capacity of an independent contractor with respect to the City of Hickory, and shall not at any time be or represent itself as an agent or employee of the City of Hickory.
 25. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be F.O.B. Hickory, North Carolina at the indicated department's address and include packing, handling and shipping charges fully prepaid by the Vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.
 26. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/Vendors are to accept only those purchase orders issued by the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, prepared on Finance Department forms, unless instructed otherwise in the Invitation to Bid or executed Contract Agreement.
 27. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business MAY NOT be passed on to the City of Hickory, its departments, boards, commissions, agencies, institutions, and all employees, nor may the Bidder/Vendor withdraw or cancel the contract, or any part of the contract for these reasons. Bidders/Vendors may only cancel the contract pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the Bidder/Vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon the "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.
 28. **SUMMARY OF TOTAL SALES:** The Bidder/Vendor agrees to furnish the City of Hickory Purchasing Division a summary of sales, including total dollar amount made under the contract at the end of each quarter; or as stipulated in the attached special conditions.
 29. **PAYMENT:**
 - a. **INVOICING:** The Bidder/Vendor shall be paid within a reasonable time, not to exceed 45 calendar days, after submission of proper certified invoices to the City at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay or processing invoices for payment. The company or corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing, and receive payment. If the Bidder/Vendor wishes to ship or service from a point other than the home office, he will furnish a list of these locations. HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM, NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.
 - b. **REQUIREMENTS ONLY PURCHASES:** The proposed contract shall be for the quantities actually ordered during the life of the contract only. UNLESS OTHERWISE SPECIFIED, ALL CONTRACTS ARE REQUIREMENTS-TYPE CONTRACTS, meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown at the unit price stated in the bid.
 - c. **DISCOUNTS:** Bidders/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidders/Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.



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- d. **UNIFORM COMMERCIAL CODE:** All provisions of the Uniform Commercial Code shall be adhered to.

- 30. **EXTENSION:** At the end of the contract period, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the City and the Bidder/Vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.

- 31. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Hickory's Ethics and Conflict of Interest Policy. All Bidders/Vendors must disclose with the bid, the name of any officer, director or agent who is also an employee of the City of Hickory or any of its agencies or subdivisions. Further, all Bidders/Vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder/Vendor's firm or any of its branches..

- 32. **PATENTS AND ROYALTIES:** The Bidder/Vendor, without exception, shall indemnify and save harmless the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the City of Hickory. If the Bidder/Vendor uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost rising from the use of such design, device or materials in any way involved in the work.

- 33. **RELEASE OF PATENTS AND COPYRIGHTS:** The Contractor will relinquish ownership and exclusive rights to the Department of Housing and Urban Development and the City of Hickory for any patents and/or copyrights for any process, discovery, or invention which arise or is developed in the course of this contract.

- 34. **FACILITIES AND EQUIPMENT:** The City reserves the right to inspect the Bidder/Vendor's facilities or equipment at any time with reasonable prior notice.

- 35. **BANKRUPTCY:** If the Bidder/Vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the Bidder/Vendor, or if a receiver is appointed for the Bidder/Vendor, the City shall have the right to terminate this contract upon written notice to the Bidder/Vendor without prejudice to any claim for damages or any other right of the City under this contract to the time of such termination.

- 36. **ASSIGNMENT:** This contract shall not be assigned by the Bidder/Vendor without written consent of the City.

- 37. **ACCESS TO RECORDS:** The Bidder/vendor agrees to provide upon request audit materials to an auditor designated by the City. In addition, the Bidder/Vendor will retain all records pertaining to this contract for a period of three (3) years after final payment and all other pending matters are closed.

- 38. **INSURANCE:** If insurance is required in the specifications to this Agreement, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City showing the City as an additional insured thereunder without cost to the City of Hickory prior to the awarding of the contract. This shall be accomplished by including a Certificate of Insurance with the bid package with the Certificate Holder being: *City of Hickory, PO Box 398, Hickory NC 28603.*
 - a. **General Liability:** The Bidder/Vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by state law. In addition, the Bidder/Vendor shall have, during the term of the contract, insurance in the minimum amount of

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one hundred thousand dollars (\$100,000.00) property damages, arising from a single occurrence, one million dollars (\$1,000,000.00) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000.00) for any number of claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the Bidder/Vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.

- b. **Automobile Liability:** The Bidder/Vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in Subparagraph a. of this section. In addition, the Bidder/Vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the Bidder/Vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the Bidder/Vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
 - c. **Worker's Compensation:** The Bidder/Vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of North Carolina to protect it and the City against liability under the workers' compensation and occupational disease statutes of the State of North Carolina. A current certificate showing that the Bidder/Vendor has in force and effect the aforesaid insurance of a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City.
39. **TIME OF ESSENCE:** Unless otherwise stated, time shall be considered of the essence to this contract. Bidder/Vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery. This includes without limitations: strikes, lockouts, inability to obtaining material, lack of shipping space, breakdowns, delays of carriers or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivisions thereof; unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the Bidder/Vendor prior to submission of the bid and the City Council's acceptance.
40. **LIQUIDATED DAMAGES:** If the Contractor shall neglect, fail, or refuse to complete the work within the time herein specified, then the Contractor does hereby agree, as a part of the consideration for the awarding of this contract to pay to the City the sum of **\$250.00** per day, not as a penalty, but as compensation to the City for delays, damages, and additional expenses for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work. The said amount is fixed and agreed upon by and between the Contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain. It is further agreed that time is of the essence to each and every portion of this contract and to the specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where, under the contract, any additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be the essence of this contract.
41. **BONDS:** Bidder's bonds and Performance bonds, if required, are set forth in the specifications attached hereto. If bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:
- a. **Bidder's bonds:** If required as a part of the specifications of this contract, bids filed with the Purchasing Agent must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount stated made payable to the City of Hickory. This amount will be retained by the City as damages in the event the successful Bidder/Vendor fails to comply with the terms of this Agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All deposits and bonds will be returned

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- to the unsuccessful Bidders/Vendors within a reasonable time after the contract has been awarded, and to the successful Bidder/Vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.
- b. **Performance Bonds:** If a Performance Bond is required under the specifications of this agreement, the successful Bidder/Vendor must, prior to the award of the Contract, post the bond, certified check or cashier's check in the amount stated made payable to the City of Hickory. The Bidder's Bond posted will be returned to the successful Bidder/Vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the Bidder/Vendor. The Performance Bond will be released or returned to the Bidder/Vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.
42. **DISCRIMINATION:** Bidder/Vendor agrees, in connection with the performance of work under this contract, as follows:
- a. Bidder/Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation or affectation, national origin, ancestry, or physical or mental impairment. The Bidder/Vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, sexual orientation or affectation, national origin, ancestry or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bidder/Vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.
- b. The Bidder/Vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
- c. In the event of the Bidder/Vendor's non-compliance with the above non-discrimination clause, this contract may be terminated by the City. The Bidder/Vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the Bidder/Vendor.
43. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful Bidder/Vendor as a result of this bid. It shall be the Bidder/Vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid that will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the Bidder/Vendor.
44. **ANTI-KICKBACK PROVISIONS:** Contractor shall comply with the applicable regulations (herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so called "Anti-Kickback Act" of June 13, 1934) 48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirement thereof.
45. **CONTRACT WORK HOURS AND SAFETY STANDARDS:** Overtime Compensation Required by Contract Work Hours and Safety Standards Act (76 Stat. 357-360; Title 40 U.S.C., Sections 327-332).
- a. **Overtime Requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, which he has employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week.

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- b. **Violation/Liability for Unpaid Wages Liquidated Damages:** In the event of any violation of the clause set forth in Paragraph (1) of this section, the contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States or other appropriate governing or regulatory body for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in Paragraph (1), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in Paragraph (1).
- c. **Withholding for Liquidated Damages:** The Owner shall withhold or cause to be withheld, from any monies payment on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided in the clause set forth in Paragraph (2) of this Section.
- d. **Subcontracts:** The contractor shall insert in any subcontracts the clauses set forth in Paragraphs (1), (2) and (3) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts, which may be entered into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
- e. **Questions Concerning Certain Federal Statutes and Regulations:** All questions arising under this contract which related to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said acts, or (d) the labor standards provisions of any other pertinent federal statute shall be referred through the Owner and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this contract.
46. **APPLICABILITY OF FEDERAL REGULATIONS TO FEDERALLY FUNDED PROJECTS:** If it is indicated in the specifications to this Agreement that federal funding is used in the completion of this project, the following provisions shall apply in compliance with the regulations of the United States Department of Housing and Urban Development.
- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them for complying with the Part 135 Regulations.
- c. The contractor agrees to send each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization of workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

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- d. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD-assisted contracts.
47. **REPORTING REQUIREMENTS:** The Contractor will provide such reports as required for submission to the Department of Housing and Urban Development pertaining to racial, gender, age and ethnic status of its employees for carrying out the work under this contract.
48. **ADVERTISING:** In submitting a proposal, Bidder/Vendor agrees not to use the results therefrom as a part of any commercial advertising.
49. **TERMINATION FOR CONVENIENCE OF THE CITY:**
- a. The performance of work and/or delivery of ordered materials, supplies, equipment and/or services under this contract may be terminated by the City, in whole or in part, whenever it is determined to be in the best interest of the City.
- b. Any such termination shall be effected by the delivery to the Bidder/Vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment and/or services are terminated, and the date upon which such termination becomes effective.
- c. After receipt of a notice of termination, the Bidder/Vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the Notice of Termination.
50. **VENUE:** This contract shall be governed by the laws of the State of North Carolina.
51. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. This Agreement may not be modified except in writing signed by both parties.
52. **DELIVERY OF NOTICES:** Any notices required or permitted by this Agreement will be considered sufficient if hand delivered or sent by certified mail to the party entitled to receive the notice at the address of that party set forth above. If a notice is sent by certified mail, it shall be deemed to have been given on the second business day after it is deposited in the United States mail, whether actually received by the addressee on that date or not.
53. **SEVERABILITY:** If any provision under this Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement or its application that can be given effect without the invalid provision or application.
54. **PARTIAL PAYMENTS:** Partial payments will be made once each month as the work progresses. Said payments will be based upon estimates prepared by the Contractor and approved by the Engineer for the value of the work performed and materials complete in place in accordance with the Contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with this contract.



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From the total of the amount determined to be payable on a partial payment, 5% of such total will be deducted and retained by the OWNER until the final payment is made. The balance 95% of the amount payable, less all previous payments, shall be certified for payment.

The Contractor shall not receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders, except when such excess quantities have been determined by the ENGINEER to be a part of the final quantity for the item of work in question.

No partial payment shall bind the OWNER to the acceptance of any materials or work in place as to quality or quantity. CONTRACTOR shall submit partial payment request for work completed by the 25th of the month. OWNER will make payment to the Contractor on or about the 25th of the following month.

55. **PAYMENT FOR MATERIALS ON HAND (IF APPLICABLE UNDER THE CONTRACT):** Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the Contract, plans, specifications, and are delivered to sites acceptable to the ENGINEER. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the ENGINEER at or on an approved site.
- b. The Contractor has furnished the ENGINEER with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the ENGINEER with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the OWNER legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
- e. The Contractor has furnished the OWNER evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

The transfer of title and the OWNER's payment for such stored or stockpiled materials shall in no way relieve the Contractor of the responsibility for furnishing and placing such materials in accordance with the requirements of the Contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the Contract price for such materials or the Contract price for the Contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this contract.



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SPECIAL CONDITIONS

- 1. COMPLIANCE WITH LAWS:** The bidder, at his own expense, shall obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance and shall comply with any and all other standards or regulations required by federal, state and local statute, ordinance, executive order and rules during the performance of any contract between the bidder and the City. Any such requirement specifically set forth in any contract document between the bidder and the City shall be supplementary to this section and not in substitution thereof.
- 2. SPECIFICATIONS:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the City. All construction and materials shall conform to the City of Hickory's Manual of Practice which includes the standard specifications and details.
- 3. GUARANTEE:** Unless otherwise specified by the City the bidder shall unconditionally guarantee the materials and workmanship on all material, construction, and/or services to be free from defect at the time of delivery and acceptance (to be determined by usage) by the City. If any defects are present which are due to faulty material, workmanship and/or services, the bidder at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the City. These repairs or replacements or adjustments shall be made only at such time as will be designated by the City as least detrimental to the operation of the City. Standard Manufacturer's warranties and other warranties normally offered by the bidder shall be in effect for all deliveries and shall be in addition to specific warranties or guarantees contained in this Bid. Statement of terms of standard warranty should be included with the bid.
- 4. LICENSE:** All bidders must have proper license governing services provided.
- 5. E-VERIFY COMPLIANCE:** Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the North Carolina General Statutes must comply with North Carolina Session Law 2013-418's E-Verify requirements to contract with local governments. E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. A completed E-Verify compliance statement is required to enter any contract with the City of Hickory.
- 6. IRAN DIVESTMENT ACT CERTIFICATION:** By executing this bid/contract, Bidder certifies they are not listed on the Iran Final Divestment List ("List") created by the State Treasurer pursuant to N.C.G.S. 147-86.58, Iran Divestment Act ("Act"). In compliance with the Act's requirement and N.C.G.S. § 147-86.59, Bidder shall not utilize in the performance of this agreement/contract any subcontractor that is identified on the List. The List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated at least every 180 days.

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AFFIDAVIT OF PRIME CONTRACTOR
(STATUS OF SUBCONTRACTORS AND MATERIAL SUPPLIERS)

We, Rite Lite Signs, Inc., certify that to the best of our knowledge and belief, no claims or liens exist against any material suppliers or subcontractors who will furnish materials or labor on the above mentioned Project, or if any appear afterwards, we (as Contractor) shall save the Owner harmless on account thereof. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable Attorney's fee.

Sworn to and subscribed before me this 12th day of June, 20 16.

[Signature]
Signature

John L. Sullivan
Printed Name

VP of Operations
Title

6-12-2016
Date

[Signature]
Notary Public

6/12/2016
Date



CITY of HICKORY
Invitation to Bid and Contract

Project Title:

Bid Number:

Hickory New Wayfinding Sign System

16-016

RELEASE AND WAIVER OF CLAIMS AND CONSENT OF SURETY
PRIME CONTRACTOR

On June 12th, 2016 there personally appeared before me the undersigned authority in and for said County Cabarrus (County) and State of North Carolina (State) by the name of John L. Sullivan (Name), who is the VP of Operations (Title), for Rite Lite Signs, Inc. (Company). Who being duly sworn by me, states that all payrolls, material bills, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance and other liabilities have been paid in full, incurred for use in the performance the above mentioned Project and waives any claims and releases the City of Hickory from any rights or claims for debts due and owing by virtue of the furnishing of any material or supplies of any lien thereon.

Sworn to and subscribed before me this 12th day of June, 2016.

[Signature]
Signature

John L. Sullivan
Printed Name

VP of Operations
Title

6-12-2016
Date

[Signature]
Notary Public

6-12-2016
Date





CITY of HICKORY Invitation to Bid and Contract

Project Title:

Bid Number:

Hickory New Wayfinding Sign System

16-016

SPECIFICATIONS/DESCRIPTION OF WORK TO BE PERFORMED

The bidder agrees that if this bid is accepted, to furnish all necessary management, supervision, equipment, tools, means of transportation, safety and labor necessary to complete the contract in full and in complete accordance with the specifications and instructions, to the full and entire satisfaction of the City and the manufacturer representative, at the prices and amounts shown.

NOTICE TO PROCEED

Bidder agrees to complete work on this project within one hundred eighty (180) days of Notice to Proceed and to complete this project as specified.

SCOPE

The scope of this work consists of two separate projects:

These projects shall be fabricated/manufactured and installed as per Plans (and Specifications) by Frazier Associates, 213 North Augusta Street, Staunton, Virginia 24401, and Titled CITY OF HICKORY NEW WAYFINDING SIGN SYSTEM, REVISED, Dated January 2016; Project number 2015-0078

PROJECT 1 – WAYFINDING SIGN SYSTEM: Consist of the footing and structural design and shop drawings, manufacture and installation of Trailblazer “A”, Trailblazer “B”, Parking Directional, and Entry Marker signage. This work is shown on plan sheets WS0, WS1.1, WS1.2, WS1.3, WS1.4, WS1.5.1, WS1.5.2, WS2.1.1, WS2.1.2, WS2.1.3, WS2.2.1, WS2.2.2, WS2.2.3, WS2.3, WS2.4, WS4.1, WS4.2, WS4.3, WS4.4, WS4.5, WS4.6, WS4.7, WS4.8, WS4.9, WS4.10, WS4.11, WS4.12, WS4.13, WS5.1, WS5.2

PROJECT 2 – INTERSTATE 40 (I-40) MAINLINE and RAMP SIGNAGE: Consist of the structural design and shop drawings, manufacture of installation of I-40 signage at Exit 125, Exit 126 and Exit 128. This work is shown on plan sheets WS0, WS1.2, WS3.1, WS3.2, WS3.3 and WS5.3

Shop Drawings

Contractor shall be responsible for providing shop drawings per plans and specifications for approval by the City. Footing, pole, bracing and attachments designs shall be sealed by a North Carolina Licensed Engineer.

Foundations Permits

Contractor shall be responsible for providing sign foundation designs for each class of sign sealed by a North Carolina Licensed Professional Engineer. Contractor shall be responsible for obtaining all permits including fees and approved inspections as necessary from Catawba County Building Inspections. No sign permit will be required from the City of Hickory.

Payment

Project 1: Payment for Project 1 will be allowed on a monthly basis and will be allowed for signs installed and completed at the time of invoice cutoff. A 5% retainage will be held on contract until final approved payment. Cutoff for invoices will be the 20th of each month. No payment for stored materials will be allowed.

Project 2: Payment for Project 2 will be paid for as a lump sum based upon all work at subject interchanges being complete and final.



CITY of HICKORY Invitation to Bid and Contract

Project Title:

Bid Number:

Hickory New Wayfinding Sign System

16-016

Field Locations for Signs:

Contractor shall locate and stake the general area for each sign and review on the ground with the City. Contractor shall call for underground locates and have the general area for each sign marked prior to any digging or installation. Contactor to coordinate with the City to adjust any field location due to underground conflicts.

PROJECT 1: WAYFINDING SIGN SYSTEM

Project 1 Phasing - Wayfinding Sign System Installation Phasing:

The goal is to begin sign installation in the center city area first and upon completion then move out according to the following phasing. Work in a given area will include the removal of existing signage as noted on the plans. The existing signs removed by the contractor will remain the property of the city and will be delivered to the City Public Services complex.

Phase 1: Contractor shall install all signs shown on Plan Sheet WS5.1 prior to moving to other wayfinding sign locations in this project.

Phase 2: Contractor shall install all signs along Lenoir Rhyne Boulevard.

Phase 3: Contractor shall install all signs along NC 127

Phase 4: Contractor shall install all signs along US 70

Phase 5: Contractor shall install all signs along US 321

Phase 6: Contractor shall install all signs along McDonald Parkway and Springs Road and any remaining signs not previously covered.

It is understood that as Phase 1 progresses satisfactorily the contractor is allowed to begin foundations for the next phase of signs while finishing the sign installation on the previous phase.

PROJECT 2: INTERSTATE 40 (I-40) MAINLINE AND RAMP SIGNAGE

NCDOT Approvals for Project 2:

Contractor must be pre-approved by NCDOT to work on Interstate Highway system signage.

North Carolina Department of Transportation (NCDOT), Interstate Signage Branch will require approval of signs and sign locations for Project 2. Contractor shall plan for at least 30 days for this approval after shop drawings/plans are submitted to NCDOT for approval.

Project 2 Update for Existing Signs in the Field:

Some of the existing Interstate 40 and Interstate 40 Ramp signs have been updated since the drafting of Drawing Sheets WS3.1 and WS3.2. The photos following this paragraph are to be used as existing conditions photos in lieu of the identified picture on the identified Drawing sheet. If the existing condition photo is not addressed in the following photos then the pictures on Drawing Sheet WS3.1 and WS3.2 apply as existing conditions. Improvements for signs in Project 2 are as shown on Drawing Sheets WS3.1, WS3.2 and WS3.3.

CITY of HICKORY
Invitation to Bid and Contract

Project Title:

Bid Number:

Hickory New Wayfinding Sign System

16-016

On Approach to Exit 123 I-40 West Bound Main Line: This photo replaces picture on Drawing Sheet WS 3.1 Sign 4.



On Approach to Exit 125 I-40 West Bound Main Line: This photo replaces picture on Drawing Sheet WS 3.1 Sign 1 and Sign 2.



CITY of HICKORY
Invitation to Bid and Contract

Project Title:

Bid Number:

Hickory New Wayfinding Sign System

16-016

On Approach to Exit 125 I-40 West Bound Off Ramp: This photo replaces picture on Drawing Sheet WS 3.2 Sign 18.



On Approach to Exit 125 I-40 Main Line East Bound: This photo replaces picture on Drawing Sheet WS 3.1 Sign 4.



CITY of HICKORY
Invitation to Bid and Contract

Project Title:

Bid Number:

Hickory New Wayfinding Sign System

16-016

Exit 125 I-40 East Bound Off Ramp: This photo replaces picture on Drawing Sheet WS 3.2 Sign 16.



Exit 125 I-40 East Bound Off Ramp: This photo replaces picture on Drawing Sheet WS 3.2 Sign 17.





CITY of HICKORY Invitation to Bid and Contract

Project Title:

Bid Number:

Hickory New Wayfinding Sign System

16-016

BID FORM & GENERAL CONTRACT

The undersigned, as bidder, hereby declares that the only person(s) interested in the proposal as principal(s) is, are, named herein, and that no other person has any interest in this proposal, or in the contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid proposal, and that it is in all respects, fair and in good faith, without collusion or fraud.

The bidder further declares that he has informed himself fully about all conditions regarding this bid, that the **BIDDER HAS EXAMINED DESCRIPTION OF WORK, SPECIFICATIONS AND ALL RELATED DOCUMENTS** for the above mentioned Project and that he has satisfied himself about performance required by this bid.

The Bidder warrants that bid prices, terms and conditions quoted in the bid will be firm for a period of sixty (60) days from opening date or other time as specified in this request.

By submitting this bid, Contractor agrees to coordinate his schedule with the City of Hickory forces working on this project to the fullest extent possible.

The City of Hickory reserves the right to deduct items as deemed in the best interest of the City. The Bidder agrees to commence work under his contract on a date to be specified in a written order.

BONDING

- A. BID BOND: REQUIRED TO BE IN THE AMOUNT OF FIVE (5) PERCENT OF THE TOTAL BID AMOUNT.** Bond may be in the form of cash, cashier's check, certified check, or bid bond issued by a surety licensed to do business in North Carolina and approved by the City. Bids submitted without the required Bid Bond will not be considered. The City may annul the award of contract and bid deposits or bonds shall be retained by the City if the successful bidder fails to execute a Contract or accept a Purchase Order within the (10) days after award of bid or fails to give satisfactory surety as required for this bid.
- B. PERFORMANCE BOND:** Required in the full amount of the stated Bid amount.
- C. PAYMENT BOND:** Required in the full amount of the stated Bid amount.

The City reserves the right to reject any and all bids; and reject any bid items that fail to meet the needs of the City.

Contractor(s) shall submit a certified Sales Tax Report along with each request for payment. This document can be downloaded from the City's website on the Purchasing Dept. webpage.

Bidders should have no contact with elected or appointed officials regarding this bid during the bid process. Any such contact will subject the bidder to immediate disqualification.

The following bid amount includes all specifications and addendums.

Acknowledge Addendum # 1

Date 6/06/16

Acknowledge Addendum # 2

Date 6/08/16



CITY of HICKORY
Invitation to Bid and Contract

Project Title:

Bid Number:

Hickory New Wayfinding Sign System

16-016

PROJECT 1 - WAYFINDING SIGNAGE BID ITEMS

(Unit Price shall include all work necessary to provide a complete sign installed)

HICKORY TRAILBLAZER "A" SIGNS	QTY.	UNIT PRICE	TOTAL
5'-0" X 5'-0"	2	4,270.90	8,541.80
5'-0" X 6'-0"	8	4,270.90	34,167.20
5'-0" X 7'-0"	9	4,270.90	38,438.10
5'-0" X 7'-6"	4	4,270.90	17,083.60
5'-0" X 8'-0"	6	4,270.90	25,625.40
5'-0" X 8'-6"	11	4,270.90	46,979.90
5'-0" X 9'-0"	2	4,270.90	8,541.80
5'-0" X 9'-6"	2	4,270.90	8,541.80
5'-0" X 10'-0"	2	4,270.90	8,541.80
5'-0" X 10'-6"	1	4,270.90	4,270.90
Trailblazer "A" Total	47	4,270.90	200,732.30

HICKORY TRAILBLAZER "B" SIGNS (WITHOUT PARKING PANEL)	QTY.	UNIT PRICE	TOTAL
3'-6" X 3'-6"	8	4,538.40	36,307.20
3'-6" X 4'-0"	2	4,538.40	9,076.80
3'-6" X 4'-6"	7	4,538.40	31,768.80
3'-6" X 5'-0"	3	4,538.40	13,615.20
3'-6" X 5'-6"	5	4,538.40	22,692.00
3'-6" X 6'-0"	6	4,538.40	27,230.40
3'-6" X 6'-6"	7	4,538.40	31,768.80
3'-6" X 7'-0"	6	4,538.40	27,230.40
3'-6" X 7'-6"	6	4,538.40	27,230.40
Trailblazer "B" Total (without parking panel)	50	4,538.40	\$ 226,920.00
Parking Panel only installed	9	300.00	\$ 2,700.00
TOTAL TRAILBLAZER "B" and PARKING PANEL			\$ 229,620.00

Entry Marker	5	4,538.40	\$ 22,692.00
---------------------	----------	-----------------	---------------------

TOTAL BID FOR PROJECT 1: \$ 453,044.30

Written FOUR HUNDRED FIFTY THREE THOUSAND FORTY FOUR DOLLARS + 30 CENTS

City reserves the right to award separate contracts for Project 1 and Project 2

Bid shall not be qualified with any statements on the bid forms or by separate attachment

New Wayfinding Sign System, Hickory, North Carolina
Bid Number 16-016
Addendum Number 2; Sheet 1 of 1
June 8, 2016

The following changes are made to the "NEW WAYFINDING SIGN SYSTEM" Bid Package, BID NUMBER 16-016 for the City of Hickory. THERE IS NO CHANGE IN THE BID DATE AND TIME.

1. In the Specifications/Description of Work to be Performed page 6 of 24, heading **Payment**, paragraph **Project 2**: Delete the sentence "Payment for Project 2 will be paid for as a lump sum based upon all work at subject interchanges being complete and final." and insert "Payment for Project 2 will be paid for as a lump sum upon completion of all work and will be based upon the per-square-foot of sign face price as bid and for the square foot quantity of sign face installed and verified in the field."

2. Replace existing Page 23 of 24 with the below Page 23 (Amendment #2) of 24 and use this Page 23 (Amendment #2) of 24 for bidding:

Interstate 40 signage includes all work necessary to provide Project 2, manufactured, installed and complete. Square foot price will include all management, supervision, paperwork required for NCDOT approval, safety and traffic control, mounting poles and bracing, sign plates and facing materials. Payment for Project 2 will be paid for as a lump sum upon completion of all work and will be based upon the per-square-foot of sign face price as bid and for the square foot quantity of sign face installed and verified in the field.

For bidding an estimate of sign face square footage required is estimated at 1400 square feet. The unit price stated below will cover square footage within a 15 percent difference above and below the estimated square footage of 1400 square feet.

TOTAL BID FOR PROJECT 2:

1400 SQ. FT OF SIGN FACE X \$ 110.00 PER SQ FT OF SIGN FACE = \$ 154,000.00

Written ONE HUNDRED FIFTY FOUR THOUSAND DOLLARS

(B-2)

City reserves the right to award separate contracts for Project 1 and Project 2
 Bid shall not be qualified with any statements on the bid forms or by separate attachment



CITY of HICKORY
Invitation to Bid and Contract

Project Title:

Bid Number:

Hickory New Wayfinding Sign System

16-016

Acceptance and entry into this Agreement by and on behalf of the City of Hickory is made this

_____ day of _____, 20__.

CITY OF HICKORY,
A North Carolina Municipal Corporation

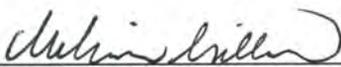
(SEAL)

Mick W. Berry, City Manager

Attest:

Debbie D. Miller, City Clerk

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



Melissa Miller, Finance Officer

Approved as to form on behalf of the City of Hickory only:

Arnita M. Dula, Staff Attorney

**CITY OF HICKORY
E-VERIFY EMPLOYER COMPLIANCE STATEMENT**

E-Verify for Public Contracts: HB 786 (S.L. 2013-418)

The legislation referenced prohibits governmental units from awarding to or entering into contracts unless the contractor and the contractor's subcontractors comply with the E-Verify requirements of Article 2 of Chapter 64 of the NC General Statutes.

Contractor, hereafter Employer, understands that E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. Employer is defined as: Any person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. This term does not include State agencies, counties, municipalities, or other governmental bodies.

Employer understands that Employers, as Defined Herein, Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

Therefore, all employers must be in compliance with the E-Verify requirements to enter into contracts with the City of Hickory.

Employer affirms that if the answer to question B below is "yes" then after hiring an employee to work in the United States it shall verify the work authorization of said employee through E-Verify in accordance with North Carolina General Statute §64-26(a).

Employer acknowledges that a subcontractor that transacts business in the State of North Carolina and employs 25 or more employees in this State must comply with E-Verify.

Employer will ensure that any subcontractor subsequently hired by Contractor will comply with E-Verify.

Below check with the type of employer and complete the information.

A) Employer with less than 25 employees, not required to use E-verify: _____

Company Name	Signature and Title	Date
--------------	---------------------	------

OR:

**B) Employer with 25 or more employees required by NCS.L.213-418 to use E-verify:
Yes, we comply: _____**

RITE LITE SIGNS, INC		6/14/16
Company Name	Signature and Title	Date

BID BOND

AMCO Insurance Company
Nationwide Mutual Insurance Company
Allied Property & Casualty Insurance Company
1100 Locust St., Dept 2006 Des Moines, IA 50391-2006
(866) 387-0457

CONTRACTOR:
Rite Lite Signs, Inc.
1000 Biscayne Dr.
Concord, NC 28027

SURETY:
AMCO Insurance Company
1100 Locust St., Dept. 2006
Des Moines, IA 50391-2006

OWNER:
City of Hickory
76 North Center Street
Hickory, NC 28601

BOND AMOUNT: -----5% of bid amount-----

PROJECT:
Project#: 16-016 Hickory Wayfinding Sign System, various locations within Hickory, NC

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

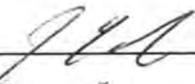
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be a Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

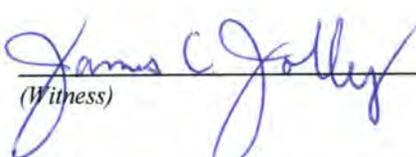
Signed and sealed this 13th day of June, 2016.



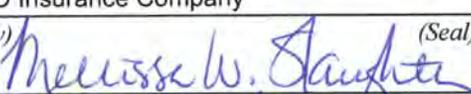
(Witness)

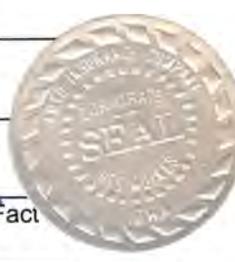
Rite Lite Signs, Inc. 
(Principal) _____ (Seal)

(Title)



(Witness)

AMCO Insurance Company
(Surety)  (Seal)
(Title) Mellissa W. Slaughter, Attorney-in-Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Farmland Mutual Insurance Company, an Iowa corporation
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

WALTER H. GRAY
MELLISSA W. SLAUGHTER

PAMELA PAUL

ROBERT P. WATSON

GASTONIA NC

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS

\$ 750,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 13th day of February, 2014.



Terrance Williams, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company

ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 13th day of February, 2014, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.



Sandy Alitz
Notarial Seal - Iowa
Commission Number 152785
My Commission Expires March, 24, 2017

Notary Public
My Commission Expires
March 24, 2017

CERTIFICATE

I, Robert W Homer III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seals of said Companies this 13th day of June, 2016.

Secretary

This Power of Attorney Expires 06/12/17

BDJ I(03-14) 00





North Carolina Department of Administration

Pat McCrory, Governor
Bill Daughtridge, Jr., Secretary

Office for Historically Underutilized Businesses
Dennis M. English, Jr., Asst. to the Secretary for
HUB Outreach

September 12, 2014

John Sullivan
Rite Lite Signs, Inc. (Woman Owned)
1000 Biscayne Drive
Concord, NC 28027

Dear John Sullivan:

The Office for Historically Underutilized Businesses (HUB Office) is pleased to inform you that your company is now certified as a Historically Underutilized Business. Your firm is listed in the Statewide Uniform Certification (SWUC) Program database. This certification will remain in effect for four (4) years from the date of this letter, contingent upon submission of your 'Annual Status Update Affidavit' each year prior to your certification date.

You must notify the HUB Office in writing within 30 days of any changes affecting your compliance with SWUC Program eligibility requirements, including changes in ownership, day-to-day management and operational control. Failure to notify the HUB Office of these changes, submit the Annual Status Update Affidavit or reapply for certification in a timely manner may cause your HUB Certification to be revoked.

The HUB Office collaborates with local Minority/Women/Small Business (M/W/SBE) Offices who offer assistance to certified HUB firms with identifying contract opportunities with state and local government. Many of these offices also offer assistance with business development. Please visit our website at www.doa.nc.gov/hub/swuc.htm to locate the local office near you. Another great resource is the Small Business and Technology Development Center at www.sbtcd.org for free personalized business assistance and counseling.

It is important to note that although your status as a certified HUB firm greatly improves your access to state and local government contracts, this certification does not guarantee contract awards. Your ability to research opportunities and bid competitively will be important to your success in this program.

Thank you for your interest and participation in the SWUC Program as a Historically Underutilized Business firm with the State of North Carolina.

Sincerely,

Lena Ridley

Lena Ridley
Certification Specialist

Mailing Address:

Office for Historically Underutilized Businesses
Department of Administration
1336 Mail Service Center
Raleigh, NC 27699-1336

Telephone (919) 807-2330
Fax (919) 807-2335
State Courier #51-01-00

Location:

116 West Jones Street
Administration Building
Suite 4109
Raleigh, NC 27603



1000 Biscayne Drive Concord, NC 28027
704-788-7097; www.ritelitesigns.com
NC State HUB Certified

Project References

March 13, 2014, 2014

- **PNC BANK Music Pavilion**
Rebranding of Music Pavilion
707 Pavilion Blvd
Charlotte, NC
Mike Chapman
919-828-7376
Approximate cost: \$92,000.00
Work completed as of 2-20-14: 20%
Work to be performed with own forces: 100%

- **Horry Georgetown Technical College**
Two(2) 8'-6" T x 20' L x 2' D brushed aluminum monument signs
TLR Construction Co., Inc.
Rick Ruonala
(843) 280-3713
rick.ruonala@tlr-construction.com
SGA Architecture
Patrick Williams
843.979.5446
pwilliams@sgaarchitecture.com
Completion Date: 06/2011
Approximate cost: \$50,000.00
Worked preformed with own forces: 100%

- **Eastridge Mall**
Rebranding of Mall
246 N. New Hope Rd
Gastonia, NC
Chris Brenner
704-867-1847
cbremner@eastridgemall.net
Approximate cost: \$76,000.00
Work completed as of 2-20-14: 25%
Work to be performed with own forces: 100%



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1000 Biscayne Drive Concord, NC 28027
704-788-7097; www.ritelitesigns.com
NC State HUB Certified

- **Guilford Technical Community College**
Exterior Wayfinding System
601 High Point Rd
Jamestown, NC 27282
Haden Stanziale (design firm)
Michael Batts
919-286-7440
mbatts@hadenstanziale.com
Estimated completion: 05/2011
Approximate cost: \$ 189,000.00
Work performed with own forces: 100%
- **Carmike Cinemas, Inc.**
Exterior/Interior Signage
1301 First Ave
Columbus, GA
(276) 634-4143
Completed: 06/2007
Approximate cost: \$ 1,000,000.00 annually
Work performed with own forces: 100%
- **Catawba Valley Medical Center**
Exterior Wayfinding Project.
Approximate cost: \$ 277,000.00
100% complete as of 10-28-13
100% of work being performed by Rite Lite Signs, Inc.

Designer:
Kirk Lohry
dawa Inc
4319 Mc Camey Drive
Matthews, NC 28104-6255
(704) 322-3094 Office
kirk@dawainc.com

Owner:
Douglas F. MacMillan, FACHE
Catawba Valley Medical Center
810 Fairgrove Church Rd
Hickory NC 28602
828-326-3891
dmacmillan@catawbavalleymc.org



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- **Mellow Mushroom**
Exterior Signage
Mellow Mushroom
14835 Ballantyne Village Way
Charlotte, NC
Marc Kieffer
(704) 369-5300
marcrkieffer@gmail.com
Completed: 12/2011
Approximate cost: \$ 75,000.00
Work performed with own forces: 100%

- **Mellow Mushroom**
Exterior Signage
Mellow Mushroom
255 W Martin Luther King Jr Blvd
Charlotte, NC
Marc Kieffer
(704) 369-5300
marcrkieffer@gmail.com
Completed: 11/2013
Approximate cost: \$ 72,000.00
Work performed with own forces: 100%

- **Mellow Mushroom**
Exterior Signage
Mellow Mushroom
700 S Rosemary Ave #100
West Palm Beach, FL
Mark Clark
(615) 668-3759
mclark37064@gmail.com
Completed: 9/2013
Approximate cost: \$ 98,000.00
Work performed with own forces: 90%





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- **Promenade at Northwoods**

Exterior Signage
7800 Rivers Ave
N. Charleston, SC
Shoff Allison
Hawthorne Retail Partners
Shoff Allison
704-333-7430
sallison@hawthorneretailpartners.com
Completed: 5/2013
Approximate cost: \$ 79,000.00
Work performed with own forces: 100%

- **Town of Indian Trail**

Exterior Wayfinding Project.
Approximate cost: \$ 125,000.00
Work completed as of 2-20-14: 15%
Work to be performed with own forces: 100%

Designer:
Buzz Bissell
Bizzell Design, Inc
www.bizzelldesign.com
704-651-3528
buzz.bizzell@gmail.com

Owner:
Kelly Barnhardt
Director of Community & Economic Development
704-821-2540
Town of Indian Trail
PO Box 2430
100 Navajo Trail
Indian Trail, NC 28079
KBarnhardt@admin.indiantrail.org





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704-788-7097; www.ritelitesigns.com
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- **Right Direction International**
Double sided pylon with LED boards
3506 Broad River Road
Columbia, S.C. 29210
Dwayne White
803-798-1230
djwhite@rightdirection.info
Completion Date: 05/2011
Approximate cost: \$94,000.00
Worked preformed with own forces: 100%
- **Concord First Assemble**
Double sided monument with LED boards
150 Warren C. Coleman Blvd. N.
Concord, NC 28027
Randy Corl
704-425-3160
rcorl@cfachurch.com
Completion Date: 08/2013
Approximate cost: \$124,000.00
Worked preformed with own forces: 100%
- **Carolina Pavilion / Cotswold Village**
Exterior Wayfinding Project.
Approximate cost: \$ 98,000.00
Completion Date: 09/2013
Work to be performed with own forces: 100%

Designer:
Jason Robinson
Robinson Thinks
www.robinsonthinks.com
704.910.0113
jason@robinsonthinks.com

Owner:
Tom Garvey
Director of Development
216-712-5216
DDR Corp.
3300 Enterprise Parkway
Beachwood, Ohio 44122
TGarvey@ddr.com



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1000 Biscayne Drive Concord, NC 28027
704-788-7097; www.ritelitesigns.com
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- **City of Anderson**

Double sided monument with LED boards
1107 N Murray Ave
Anderson, SC 29625
Bobby Beville
864-231-2232
bbeville@cityofandersonsc.com
Completion Date: 06/2013
Approximate cost: \$65,000.00
Worked preformed with own forces: 100%



North Carolina State HUB Certified

10
COUNCIL AGENDA MEMOS

Exhibit XI.B.2.b.

To: City Manager's Office

From: Chuck Hansen

Contact Person: Chuck Hansen

Date: June 15, 2016

Re: New Wayfinding Sign System, Project 2 Interstate I-40 Main Line Signs

REQUEST: Request Council approve the attached Contract with responsible low bidder Eco Construction of Florida in the amount of \$43,540 for Project 2 of the Wayfinding Project for the manufacture and installation of I-40 Main Line and Ramp signs per the plans and specifications.

BACKGROUND: 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.

ANALYSIS: A Wayfinding sign system has been a goal of City Council and Staff for a few years now with much of the work completed several years ago. With some positive improvements in the economy it was determined now is the time to implement this much needed improvement.

RECOMMENDATION: Recommend Council approve the attached 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. Staff also recommends Council appropriate funds in the amount of \$48,000 from Fund Balance in the General Fund for the budget for this construction project.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Chuck Hansen 4/15/16
Initiating Department Head Date

Deputy City Attorney, A. Dula Date

Rodney Miller 6-15-16
Asst. City Manager Rodney Miller Date

A. Surratt 6/15/16
Asst. City Manager, A. Surratt Date

Melissa Miller 6-15-16
Finance Officer, Melissa Miller Date

Bo Weichel 6-15-16
Purchasing Manager, Bo Weichel Date

Date

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

M. Berry
City Manager, M. Berry

Date



CITY OF HICKORY
Invitation to Bid and Contract
Hickory New Wayfinding Sign System
Bid Number: 16-016

PROJECT 1	HICKORY TRAILBLAZER "A" SIGNS	QTY.	Architectural Graphics			EcoConstruction			Signart			Rite Lite		
			bid bond	yes	TOTAL	bid bond	yes	TOTAL	bid bond	yes	TOTAL	bid bond	yes	TOTAL
			addendum 1	yes	UNIT PRICE	addendum 1	yes	UNIT PRICE	addendum 1	yes	UNIT PRICE	addendum 1	yes	UNIT PRICE
			addendum 2	yes	TOTAL	addendum 2	yes	TOTAL	addendum 2	yes	TOTAL	addendum 2	yes	TOTAL
	5'-0" X 5'-0"				\$20,058.00			\$5,272.02			\$10,544.04			\$8,541.80
	5'-0" X 6'-0"				\$86,392.00			\$4,476.21			\$35,809.68			\$34,167.20
	5'-0" X 7'-0"				\$101,286.00			\$4,761.57			\$42,854.13			\$38,438.10
	5'-0" X 7'-6"				\$46,864.00			\$5,549.92			\$22,199.68			\$17,083.60
	5'-0" X 8'-0"				\$72,174.00			\$5,361.48			\$32,168.88			\$25,625.40
	5'-0" X 8'-6"				\$145,673.00			\$5,161.76			\$56,779.36			\$46,979.90
	5'-0" X 9'-0"				\$27,300.00			\$7,514.03			\$15,028.06			\$8,541.80
	5'-0" X 9'-6"				\$28,338.00			\$7,802.23			\$15,604.46			\$8,541.80
	5'-0" X 10'-0"				\$29,096.00			\$8,083.23			\$16,166.46			\$8,541.80
	5'-0" X 10'-6"				\$15,689.00			\$11,494.46			\$11,494.46			\$4,270.90
	Trailblazer "A" Total				\$572,870.00			\$258,649.21			\$285,228.00			\$200,732.30
	HICKORY TRAILBLAZER "B" SIGNS (WITHOUT PARKING PANEL)	QTY.			UNIT PRICE			UNIT PRICE			UNIT PRICE			UNIT PRICE
	3'-6" X 3'-6"				\$7,407.00			\$3,224.13			\$25,793.04			\$36,307.20
	3'-6" X 4'-0"				\$15,262.00			\$3,976.82			\$7,953.64			\$9,076.80
	3'-6" X 4'-6"				\$58,604.00			\$3,444.21			\$24,109.47			\$31,768.80
	3'-6" X 5'-0"				\$25,791.00			\$4,038.15			\$12,114.45			\$13,615.20
	3'-6" X 5'-6"				\$45,090.00			\$3,894.13			\$19,470.65			\$22,692.00
	3'-6" X 6'-0"				\$55,626.00			\$3,959.21			\$23,755.26			\$27,230.40
	3'-6" X 6'-6"				\$66,500.00			\$4,021.81			\$28,152.67			\$31,768.80
	3'-6" X 7'-0"				\$10,842.00			\$4,227.95			\$25,367.70			\$27,230.40
	3'-6" X 7'-6"				\$11,185.00			\$4,369.51			\$26,217.06			\$27,230.40
	Trailblazer "B" Total (without parking panel)				\$458,291.00			\$192,933.94			\$256,201.00			\$226,920.00
	Parking Panel only installed				\$986.00			\$880.41			\$7,923.69			\$2,700.00
	TOTAL TRAILBLAZER "B" and PARKING PANEL				\$467,165.00			\$200,857.63			\$261,556.00			\$229,620.00
	Entry Marker				\$8,323.00			\$1,366.41			\$6,832.05			\$4,538.40
	TOTAL BID FOR PROJECT 1				\$1,081,650.00			\$466,338.89			\$568,754.00			\$453,044.30
	PROJECT 2				UNIT PRICE			UNIT PRICE			UNIT PRICE			UNIT PRICE
	Sign Face estimated at 1400 sq. ft	1400			\$83.00			\$31.10			\$43,540.00			\$110.00
	TOTAL BID FOR PROJECT 2				\$116,200.00			\$43,540.00			\$0.00			\$154,000.00

Hickory New Wayfinding Sign System

RFB

Bid No: 16-016

Due Date: June 14, 2016 @ 2:00 PM



Submitted by:

Eco Construction & Maintenance Management LLC
39 Skyline Drive || Suite 1017 || Lake Mary, FL 32746

Contact Name: Gary Hoenig
Contact Phone: 407.379.9504 Ext 101
Contact Email: Gary@ecogc.com



CITY of HICKORY Invitation to Bid and Contract

Project Title:

Bid Number:

Hickory New Wayfinding Sign System

16-016

SUBMIT SEALED BIDS TO: Bo Weichel, Purchasing Manager PO Box 398 Hickory NC 28603 bweichel@hickorync.gov 828.323.7472	DIRECT INQUIRIES TO: Chuck Hansen, Public Services Director chansen@hickorync.gov or Caroline Kone, Transportation Manager ckone@hickorync.gov 828-323-7500 All questions must be submitted no later than June 3, 5:00 PM
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**Bid must be submitted before public bid opening - City Hall 3rd floor conference room
Tuesday June 14, 2016 2:00 PM**

<u>Vendor Name:</u> Eco Construction & Maintenance Management LLC	<u>Point of Contact:</u> Gary Hoenig
<u>Mailing Address:</u> 39 Skyline Drive Suite 1017	
<u>City:</u> Lake Mary	<u>State:</u> FL
<u>Zip:</u> 32746	
<u>Area Code and Phone Number:</u> 407.379.9504 Ext 101	<u>Email Address:</u> gary@ecogc.com
<u>Federal Employer Identification Number or Social Security Number:</u> 20-0859596	

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF FL COUNTY OF Seminole, of lawful age, being first duly sworn, on oath says that:

- Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent, Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;
- Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids;
- Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party:
 - to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract;
 - in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Hickory any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached.
- Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extent of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Hickory, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including, but not limited to, all costs and attorney fees incurred, in addition to any other remedies available by law.

[Signature]
SIGNATURE OF AUTHORIZED AGENT

FIRM: Eco Construction & Maintenance Management LLC Gary Hoenig, Director New Business Development
PRINT/TYPER NAME/TITLE

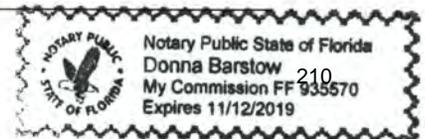
ADDRESS: 39 Skyline Drive || Suite 1017 || Lake Mary, FL 32746
(City, State, Zip)

Subscribed & sworn before me this 10th day of June, 2016

PHONE: 407.379.9504 Ext 101

[Signature]
Notary Public

My Commission Expires: _____





CITY of HICKORY
Invitation to Bid and Contract

Project Title:

Bid Number:

Hickory New Wayfinding Sign System

16-016

IMPORTANT INFORMATION AND INSTRUCTIONS

DOCUMENTS WITHIN THIS AGREEMENT: The pages of this agreement consist of:

- a. [Invitation and Bidder Information](#)
- b. [Important Information and Instructions](#)
- c. [General Conditions](#)
- d. [Special Conditions](#)
- e. [Affidavit of Prime Contractor](#)
- f. [Release and Waiver of Claims](#)
- g. [Specifications/Description of Work to be Performed](#)
- h. [Bid Form, Bonding Requirements](#)

1. IMPORTANT DATES

Friday June 3, 2016 at 5:00pm – Deadline for project questions
Tuesday June 14, 2016 at 2:00pm – Public Bid Opening

2. SUBMIT ALL PAGES

All pages of this document will be used as the contract. Bidders shall submit ALL pages of this document and supplemental pages with completed information.

3. BIDDER SHALL WRITE ON THE OUTSIDE OF SUBMITTAL ENVELOPE:

- a. The name of the General Contractor
- b. The Project Title and Project Number
- c. Date of bid opening

4. BIDS SHALL NOT BE QUALIFIED WITH ANY STATEMENTS ON THE BID FORMS OR BY SEPARATE ATTACHMENT

5. LIQUIDATED DAMAGES

As discussed in further detail under [General Conditions Item 40](#), in the event the Contractor fails to substantially complete construction required under this agreement in the time allotted, Contractor shall reimburse the City for liquidated damages.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

CITY of HICKORY
Invitation to Bid and Contract

Project Title:

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GENERAL CONDITIONS

BIDDER – TO INSURE ACCEPTANCE OF THE BID, CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.

1. **SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope. DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE. The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those that do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the Purchasing Agent for the City of Hickory and may be examined during normal business hours, or may be found on the City's website (See Exhibit 'A' for further instruction).
2. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED.** Do not use white out, correction tape or some other method of masking a correction.
3. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID," and explain the reason in the space provided thereon. Failure to respond three (3) times in succession may be cause for removal of the supplier's name from the bid mailing list, without further notice. NOTE: To qualify as having responded, bidder/vendor must submit either a bid or a written "NO BID," and it must be received no later than the stated bid opening date and hour.
4. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/vendor is responsible for making this known in writing so as to reach the Purchasing Agent no later than seven (7) calendar days prior to the bid opening date. The envelope shall be marked in such a way so as to alert the Purchasing Agent of the urgency of the communication. The envelope must be marked indicating that the content is a challenge to a specified Invitation to Bid. For all challenges considered valid by the Purchasing Agent, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/objections not considered valid will be so stated to the objecting party.
5. **BID OPENING:** Bid opening, if applicable, occurs at the time specified on the bid form. It is the Bidder/Vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile, email, or telephone are not acceptable. NOTE: Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations WILL NOT be provided by telephone or facsimile. Bid tabulations will be provided by email at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the North Carolina Open Records Act. *see attached*
6. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.
7. **AWARDS:**
 - a. As the best interest of the City may require, the right is reserved to:
 1. Award by individual item or project, group of items or projects, all or none, or a combination thereof.
 2. Award based upon a geographical district basis with one or more vendors.

CITY of HICKORY
Invitation to Bid and Contract

Project Title:

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Hickory New Wayfinding Sign System

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3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
 - b. Bidders/Vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by the City and appropriate documents executed. The City of Hickory reserves the right to add or delete any item from this contract when deemed to be in the best interests of the City.
8. **ACCEPTANCE OF CONTRACT:** This document constitutes only the Bidder/Vendor's offer until it is accepted on behalf of the City of Hickory and is fully executed by both parties.
9. **WAIVER:** The City of Hickory reserves the right to waive any general provisions, special provision or minor specification deviation when considered to be in the best interest of the City.
10. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the Bidder/Vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notify the City in writing of any deviation from the specifications within 7 calendar days may cause the agreement to be rejected and/or terminated without further compensation at the discretion of the City.
11. **MISTAKES:** Bidders/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at Bidder/Vendor's risk.
12. **INFORMATION:** The Bidder/Vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the Bidder/Vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.
13. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The Bidder/Vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The Bidder/Vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the bid form.
14. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the City. Each individual sample must be labeled with Bidder/Vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. **Samples will not be returned.**
15. **TESTING:** When testing is required to determine if a sample or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the Vendor, both on samples and delivered products.
16. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories or by the City. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with North Carolina Statutes. Items delivered not conforming to specifications will be rejected and returned to the Bidder/Vendor at the Bidder/Vendor's expense. Any violation of these stipulations may result in

CITY of HICKORY
Invitation to Bid and Contract

Project Title:

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supplier's name being removed from the City of Hickory Purchasing Bidder/Vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.

17. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
18. **INSPECTION, ACCEPTANCE, AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. "Destination" shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the Bidder/Vendor until accepted by the ordering agency. The Bidder/Vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering department will:
 - a. Record any evidence of visible damage on all copies of the delivering carrier's bill of lading.
 - b. Report damage (whether visible or concealed) to the carrier and Bidder/Vendor, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
 - c. Retain the item and its shipping container, including inner packaging material, until inspection is performed by the carrier, and disposition given by the Bidder/Vendor, or for a reasonable time after notification to the Bidder/Vendor.
 - d. Provide the Bidder/Vendor with a copy of the carrier's bill of lading and damage inspection report.
19. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all work performed pursuant to this Agreement shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
20. **SERVICE AND WARRANTY:** Unless otherwise specified, the Bidder/Vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance of this contract by the City, Bidder/Vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be of good material and workmanship and free from defects.
21. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting Bidder/Vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, Bidder/Vendor upon notice thereof from the City shall promptly correct or replace the same at Bidder/Vendor's expense. If Bidder/Vendor shall fail to do so, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the Bidder/Vendor, all such goods will be held at Bidder/Vendor's risk. The City may, and at the Bidder/Vendor's direction shall, return such goods to Bidder/Vendor at Bidder/Vendor's risk, and all transportation charges, both to and from original destination, shall be paid by Bidder/Vendor. Any payment for such goods shall be refunded by Bidder/Vendor unless Bidder/Vendor promptly corrects or replaces the same at its expense.
22. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all municipal departments, boards, commissions, agencies and institutions.
23. **LIABILITY:** The Bidder/Vendor shall hold and save the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned harmless against the claims

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by third parties resulting from the Bidder/Vendor's breach of this contract or the Bidder/Vendor's negligence.

24. **INDEPENDENT CONTRACTOR:** The parties agree that Bidder/Vendor and each subcontractor is acting in the capacity of an independent contractor with respect to the City of Hickory, and shall not at any time be or represent itself as an agent or employee of the City of Hickory.
25. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be F.O.B. Hickory, North Carolina at the indicated department's address and include packing, handling and shipping charges fully prepaid by the Vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.
26. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/Vendors are to accept only those purchase orders issued by the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, prepared on Finance Department forms, unless instructed otherwise in the Invitation to Bid or executed Contract Agreement.
27. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business MAY NOT be passed on to the City of Hickory, its departments, boards, commissions, agencies, institutions, and all employees, nor may the Bidder/Vendor withdraw or cancel the contract, or any part of the contract for these reasons. Bidders/Vendors may only cancel the contract pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the Bidder/Vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon the "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.
28. **SUMMARY OF TOTAL SALES:** The Bidder/Vendor agrees to furnish the City of Hickory Purchasing Division a summary of sales, including total dollar amount made under the contract at the end of each quarter; or as stipulated in the attached special conditions.
29. **PAYMENT:**
 - a. **INVOICING:** The Bidder/Vendor shall be paid within a reasonable time, not to exceed 45 calendar days, after submission of proper certified invoices to the City at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay or processing invoices for payment. The company or corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing, and receive payment. If the Bidder/Vendor wishes to ship or service from a point other than the home office, he will furnish a list of these locations. **HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM, NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.**
 - b. **REQUIREMENTS ONLY PURCHASES:** The proposed contract shall be for the quantities actually ordered during the life of the contract only. **UNLESS OTHERWISE SPECIFIED, ALL CONTRACTS ARE REQUIREMENTS-TYPE CONTRACTS,** meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown at the unit price stated in the bid.
 - c. **DISCOUNTS:** Bidders/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidders/Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

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- d. **UNIFORM COMMERCIAL CODE:** All provisions of the Uniform Commercial Code shall be adhered to.
30. **EXTENSION:** At the end of the contract period, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the City and the Bidder/Vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.
31. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Hickory's Ethics and Conflict of Interest Policy. All Bidders/Vendors must disclose with the bid, the name of any officer, director or agent who is also an employee of the City of Hickory or any of its agencies or subdivisions. Further, all Bidders/Vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder/Vendor's firm or any of its branches..
32. **PATENTS AND ROYALTIES:** The Bidder/Vendor, without exception, shall indemnify and save harmless the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the City of Hickory. If the Bidder/Vendor uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost rising from the use of such design, device or materials in any way involved in the work.
33. **RELEASE OF PATENTS AND COPYRIGHTS:** The Contractor will relinquish ownership and exclusive rights to the Department of Housing and Urban Development and the City of Hickory for any patents and/or copyrights for any process, discovery, or invention which arise or is developed in the course of this contract.
34. **FACILITIES AND EQUIPMENT:** The City reserves the right to inspect the Bidder/Vendor's facilities or equipment at any time with reasonable prior notice.
35. **BANKRUPTCY:** If the Bidder/Vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the Bidder/Vendor, or if a receiver is appointed for the Bidder/Vendor, the City shall have the right to terminate this contract upon written notice to the Bidder/Vendor without prejudice to any claim for damages or any other right of the City under this contract to the time of such termination.
36. **ASSIGNMENT:** This contract shall not be assigned by the Bidder/Vendor without written consent of the City.
37. **ACCESS TO RECORDS:** The Bidder/vendor agrees to provide upon request audit materials to an auditor designated by the City. In addition, the Bidder/Vendor will retain all records pertaining to this contract for a period of three (3) years after final payment and all other pending matters are closed.
38. **INSURANCE:** If insurance is required in the specifications to this Agreement, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City showing the City as an additional insured thereunder without cost to the City of Hickory prior to the awarding of the contract. This shall be accomplished by including a Certificate of Insurance with the bid package with the Certificate Holder being: *City of Hickory, PO Box 398, Hickory NC 28603.*
- a. **General Liability:** The Bidder/Vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by state law. In addition, the Bidder/Vendor shall have, during the term of the contract, insurance in the minimum amount of



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one hundred thousand dollars (\$100,000.00) property damages, arising from a single occurrence, one million dollars (\$1,000,000.00) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000.00) for any number of claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the Bidder/Vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.

- b. **Automobile Liability:** The Bidder/Vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in Subparagraph a. of this section. In addition, the Bidder/Vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the Bidder/Vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the Bidder/Vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
 - c. **Worker's Compensation:** The Bidder/Vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of North Carolina to protect it and the City against liability under the workers' compensation and occupational disease statutes of the State of North Carolina. A current certificate showing that the Bidder/Vendor has in force and effect the aforesaid insurance of a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City.
39. **TIME OF ESSENCE:** Unless otherwise stated, time shall be considered of the essence to this contract. Bidder/Vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery. This includes without limitations: strikes, lockouts, inability to obtaining material, lack of shipping space, breakdowns, delays of carriers or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivisions thereof; unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the Bidder/Vendor prior to submission of the bid and the City Council's acceptance.
40. **LIQUIDATED DAMAGES:** If the Contractor shall neglect, fail, or refuse to complete the work within the time herein specified, then the Contractor does hereby agree, as a part of the consideration for the awarding of this contract to pay to the City the sum of **\$250.00** per day, not as a penalty, but as compensation to the City for delays, damages, and additional expenses for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work. The said amount is fixed and agreed upon by and between the Contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain.
It is further agreed that time is of the essence to each and every portion of this contract and to the specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where, under the contract, any additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be the essence of this contract.
41. **BONDS:** Bidder's bonds and Performance bonds, if required, are set forth in the specifications attached hereto. If bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:
- a. **Bidder's bonds:** If required as a part of the specifications of this contract, bids filed with the Purchasing Agent must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount stated made payable to the City of Hickory. This amount will be retained by the City as damages in the event the successful Bidder/Vendor fails to comply with the terms of this Agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All deposits and bonds will be returned

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to the unsuccessful Bidders/Vendors within a reasonable time after the contract has been awarded, and to the successful Bidder/Vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.

- b. **Performance Bonds:** If a Performance Bond is required under the specifications of this agreement, the successful Bidder/Vendor must, prior to the award of the Contract, post the bond, certified check or cashier's check in the amount stated made payable to the City of Hickory. The Bidder's Bond posted will be returned to the successful Bidder/Vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the Bidder/Vendor. The Performance Bond will be released or returned to the Bidder/Vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.
42. **DISCRIMINATION:** Bidder/Vendor agrees, in connection with the performance of work under this contract, as follows:
- a. Bidder/Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation or affectation, national origin, ancestry, or physical or mental impairment. The Bidder/Vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, sexual orientation or affectation, national origin, ancestry or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bidder/Vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.
 - b. The Bidder/Vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
 - c. In the event of the Bidder/Vendor's non-compliance with the above non-discrimination clause, this contract may be terminated by the City. The Bidder/Vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the Bidder/Vendor.
43. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful Bidder/Vendor as a result of this bid. It shall be the Bidder/Vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid that will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the Bidder/Vendor.
44. **ANTI-KICKBACK PROVISIONS:** Contractor shall comply with the applicable regulations (herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so called "Anti-Kickback Act" of June 13, 1934) 48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirement thereof.
45. **CONTRACT WORK HOURS AND SAFETY STANDARDS:** Overtime Compensation Required by Contract Work Hours and Safety Standards Act (76 Stat. 357-360; Title 40 U.S.C., Sections 327-332).
- a. **Overtime Requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, which he has employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half time his basic rate of pay for all hours worked in excess of 40 hours in such work week.

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- b. **Violation/Liability for Unpaid Wages Liquidated Damages:** In the event of any violation of the clause set forth in Paragraph (1) of this section, the contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States or other appropriate governing or regulatory body for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in Paragraph (1), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in Paragraph (1).
 - c. **Withholding for Liquidated Damages:** The Owner shall withhold or cause to be withheld, from any monies payment on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided in the clause set forth in Paragraph (2) of this Section.
 - d. **Subcontracts:** The contractor shall insert in any subcontracts the clauses set forth in Paragraphs (1), (2) and (3) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts, which may be entered into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
 - e. **Questions Concerning Certain Federal Statutes and Regulations:** All questions arising under this contract which related to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said acts, or (d) the labor standards provisions of any other pertinent federal statute shall be referred through the Owner and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this contract.
46. **APPLICABILITY OF FEDERAL REGULATIONS TO FEDERALLY FUNDED PROJECTS:** If it is indicated in the specifications to this Agreement that federal funding is used in the completion of this project, the following provisions shall apply in compliance with the regulations of the United States Department of Housing and Urban Development.
- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them for complying with the Part 135 Regulations.
 - c. The contractor agrees to send each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization of workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

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- d. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
 - e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
 - f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD-assisted contracts.
47. **REPORTING REQUIREMENTS:** The Contractor will provide such reports as required for submission to the Department of Housing and Urban Development pertaining to racial, gender, age and ethnic status of its employees for carrying out the work under this contract.
48. **ADVERTISING:** In submitting a proposal, Bidder/Vendor agrees not to use the results therefrom as a part of any commercial advertising.
49. **TERMINATION FOR CONVENIENCE OF THE CITY:**
- a. The performance of work and/or delivery of ordered materials, supplies, equipment and/or services under this contract may be terminated by the City, in whole or in part, whenever it is determined to be in the best interest of the City.
 - b. Any such termination shall be effected by the delivery to the Bidder/Vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment and/or services are terminated, and the date upon which such termination becomes effective.
 - c. After receipt of a notice of termination, the Bidder/Vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the Notice of Termination.
50. **VENUE:** This contract shall be governed by the laws of the State of North Carolina.
51. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. This Agreement may not be modified except in writing signed by both parties.
52. **DELIVERY OF NOTICES:** Any notices required or permitted by this Agreement will be considered sufficient if hand delivered or sent by certified mail to the party entitled to receive the notice at the address of that party set forth above. If a notice is sent by certified mail, it shall be deemed to have been given on the second business day after it is deposited in the United States mail, whether actually received by the addressee on that date or not.
53. **SEVERABILITY:** If any provision under this Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement or its application that can be given effect without the invalid provision or application.
54. **PARTIAL PAYMENTS:** Partial payments will be made once each month as the work progresses. Said payments will be based upon estimates prepared by the Contractor and approved by the Engineer for the value of the work performed and materials complete in place in accordance with the Contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with this contract.

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From the total of the amount determined to be payable on a partial payment, 5% of such total will be deducted and retained by the OWNER until the final payment is made. The balance 95% of the amount payable, less all previous payments, shall be certified for payment.

The Contractor shall not receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders, except when such excess quantities have been determined by the ENGINEER to be a part of the final quantity for the item of work in question.

No partial payment shall bind the OWNER to the acceptance of any materials or work in place as to quality or quantity. CONTRACTOR shall submit partial payment request for work completed by the 25th of the month. OWNER will make payment to the Contractor on or about the 25th of the following month.

55. **PAYMENT FOR MATERIALS ON HAND (IF APPLICABLE UNDER THE CONTRACT):** Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the Contract, plans, specifications, and are delivered to sites acceptable to the ENGINEER. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the ENGINEER at or on an approved site.
- b. The Contractor has furnished the ENGINEER with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the ENGINEER with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the OWNER legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
- e. The Contractor has furnished the OWNER evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

The transfer of title and the OWNER's payment for such stored or stockpiled materials shall in no way relieve the Contractor of the responsibility for furnishing and placing such materials in accordance with the requirements of the Contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the Contract price for such materials or the Contract price for the Contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this contract.

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SPECIAL CONDITIONS

1. **COMPLIANCE WITH LAWS:** The bidder, at his own expense, shall obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance and shall comply with any and all other standards or regulations required by federal, state and local statute, ordinance, executive order and rules during the performance of any contract between the bidder and the City. Any such requirement specifically set forth in any contract document between the bidder and the City shall be supplementary to this section and not in substitution thereof.
2. **SPECIFICATIONS:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the City. All construction and materials shall conform to the City of Hickory's Manual of Practice which includes the standard specifications and details.
3. **GUARANTEE:** Unless otherwise specified by the City the bidder shall unconditionally guarantee the materials and workmanship on all material, construction, and/or services to be free from defect at the time of delivery and acceptance (to be determined by usage) by the City. If any defects are present which are due to faulty material, workmanship and/or services, the bidder at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the City. These repairs or replacements or adjustments shall be made only at such time as will be designated by the City as least detrimental to the operation of the City. **Standard Manufacturer's warranties** and other warranties normally offered by the bidder shall be in effect for all deliveries and shall be in addition to specific warranties or guarantees contained in this Bid. Statement of terms of standard warranty should be included with the bid.
4. **LICENSE:** All bidders must have proper license governing services provided.
5. **E-VERIFY COMPLIANCE:** Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the North Carolina General Statutes must comply with North Carolina Session Law 2013-418's E-Verify requirements to contract with local governments. E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. A completed E-Verify compliance statement is required to enter any contract with the City of Hickory.
6. **IRAN DIVESTMENT ACT CERTIFICATION:** By executing this bid/contract, Bidder certifies they are not listed on the Iran Final Divestment List ("List") created by the State Treasurer pursuant to N.C.G.S. 147-86.58, Iran Divestment Act ("Act"). In compliance with the Act's requirement and N.C.G.S. § 147-86.59, Bidder shall not utilize in the performance of this agreement/contract any subcontractor that is identified on the List. The List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated at least every 180 days.

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AFFIDAVIT OF PRIME CONTRACTOR
(STATUS OF SUBCONTRACTORS AND MATERIAL SUPPLIERS)

We, Eco Construction & Maintenance Management LLC, certify that to the best of our knowledge and belief, no claims or liens exist against any material suppliers or subcontractors who will furnish materials or labor on the above mentioned Project, or if any appear afterwards, we (as Contractor) shall save the Owner harmless on account thereof. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable Attorney's fee.

Sworn to and subscribed before me this 10th day of June, 2016.

[Signature]
Signature

Gary Hoenig
Printed Name

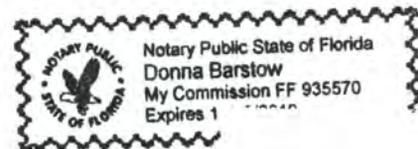
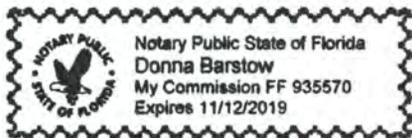
Director New Business Development
Title

June 10, 2019
Date

Donna Barstow
Notary Public

SEAL:

6/10/2016
Date



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RELEASE AND WAIVER OF CLAIMS AND CONSENT OF SURETY
PRIME CONTRACTOR

On June 10, 20 16 there personally appeared before me the undersigned authority in and for said County Seminole (County) and State of Florida (State) by the name of Gary Hoenig (Name), who is the Director New Business Development (Title), for Eco Construction & Maintenance Management LLC (Company). Who being duly sworn by me, states that all payrolls, material bills, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance and other liabilities have been paid in full, incurred for use in the performance the above mentioned Project and waives any claims and releases the City of Hickory from any rights or claims for debts due and owing by virtue of the furnishing of any material or supplies of any lien thereon.

Sworn to and subscribed before me this 10 day of June, 20 16.

[Signature]
Signature

Gary Hoenig
Printed Name

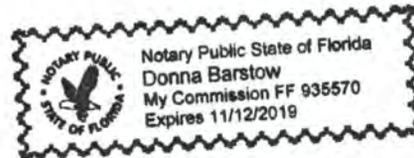
Director New Business Development
Title

June 10, 2016
Date

[Signature]
Notary Public

SEAL:

6/10/2016
Date



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SPECIFICATIONS/DESCRIPTION OF WORK TO BE PERFORMED

The bidder agrees that if this bid is accepted, to furnish all necessary management, supervision, equipment, tools, means of transportation, safety and labor necessary to complete the contract in full and in complete accordance with the specifications and instructions, to the full and entire satisfaction of the City and the manufacturer representative, at the prices and amounts shown.

NOTICE TO PROCEED

Bidder agrees to complete work on this project within one hundred eighty (180) days of Notice to Proceed and to complete this project as specified.

SCOPE

The scope of this work consists of two separate projects:

These projects shall be fabricated/manufactured and installed as per Plans (and Specifications) by Frazier Associates, 213 North Augusta Street, Staunton, Virginia 24401, and Titled CITY OF HICKORY NEW WAYFINDING SIGN SYSTEM, REVISED, Dated January 2016; Project number 2015-0078

PROJECT 1 – WAYFINDING SIGN SYSTEM: Consist of the footing and structural design and shop drawings, manufacture and installation of Trailblazer "A", Trailblazer "B", Parking Directional, and Entry Marker signage. This work is shown on plan sheets WS0, WS1.1, WS1.2, WS1.3, WS1.4, WS1.5.1, WS1.5.2, WS2.1.1, WS2.1.2, WS2.1.3, WS2.2.1, WS2.2.2, WS2.2.3, WS2.3, WS2.4, WS4.1, WS4.2, WS4.3, WS4.4, WS4.5, WS4.6, WS4.7, WS4.8, WS4.9, WS4.10, WS4.11, WS4.12, WS4.13, WS5.1, WS5.2

PROJECT 2 – INTERSTATE 40 (I-40) MAINLINE and RAMP SIGNAGE: Consist of the structural design and shop drawings, manufacture of installation of I-40 signage at Exit 125, Exit 126 and Exit 128. This work is shown on plan sheets WS0, WS1.2, WS3.1, WS3.2, WS3.3 and WS5.3

Shop Drawings

Contractor shall be responsible for providing shop drawings per plans and specifications for approval by the City. Footing, pole, bracing and attachments designs shall be sealed by a North Carolina Licensed Engineer.

Foundations Permits

Contractor shall be responsible for providing sign foundation designs for each class of sign sealed by a North Carolina Licensed Professional Engineer. Contractor shall be responsible for obtaining all permits including fees and approved inspections as necessary from Catawba County Building Inspections. No sign permit will be required from the City of Hickory.

Payment

Project 1: Payment for Project 1 will be allowed on a monthly basis and will be allowed for signs installed and completed at the time of invoice cutoff. A 5% retainage will be held on contract until final approved payment. Cutoff for invoices will be the 20th of each month. No payment for stored materials will be allowed.

Project 2: Payment for Project 2 will be paid for as a lump sum based upon all work at subject interchanges being complete and final.



CITY of HICKORY Invitation to Bid and Contract

Project Title:

Bid Number:

Hickory New Wayfinding Sign System

16-016

Field Locations for Signs:

Contractor shall locate and stake the general area for each sign and review on the ground with the City. Contractor shall call for underground locates and have the general area for each sign marked prior to any digging or installation. Contactor to coordinate with the City to adjust any field location due to underground conflicts.

PROJECT 1: WAYFINDING SIGN SYSTEM

Project 1 Phasing - Wayfinding Sign System Installation Phasing:

The goal is to begin sign installation in the center city area first and upon completion then move out according to the following phasing. Work in a given area will include the removal of existing signage as noted on the plans. The existing signs removed by the contractor will remain the property of the city and will be delivered to the City Public Services complex.

Phase 1: Contractor shall install all signs shown on Plan Sheet WS5.1 prior to moving to other wayfinding sign locations in this project.

Phase 2: Contractor shall install all signs along Lenoir Rhyne Boulevard.

Phase 3: Contactor shall install all signs along NC 127

Phase 4: Contractor shall install all signs along US 70

Phase 5: Contractor shall install all signs along US 321

Phase 6: Contractor shall install all signs along McDonald Parkway and Springs Road and any remaining signs not previously covered.

It is understood that as Phase 1 progresses satisfactorily the contractor is allowed to begin foundations for the next phase of signs while finishing the sign installation on the previous phase.

PROJECT 2: INTERSTATE 40 (I-40) MAINLINE AND RAMP SIGNAGE

NCDOT Approvals for Project 2:

Contractor must be pre-approved by NCDOT to work on Interstate Highway system signage.

North Carolina Department of Transportation (NCDOT), Interstate Signage Branch will require approval of signs and sign locations for Project 2. Contractor shall plan for at least 30 days for this approval after shop drawings/plans are submitted to NCDOT for approval.

Project 2 Update for Existing Signs in the Field:

Some of the existing Interstate 40 and Interstate 40 Ramp signs have been updated since the drafting of Drawing Sheets WS3.1 and WS3.2. The photos following this paragraph are to be used as existing conditions photos in lieu of the identified picture on the identified Drawing sheet. If the existing condition photo is not addressed in the following photos then the pictures on Drawing Sheet WS3.1 and WS3.2 apply as existing conditions. Improvements for signs in Project 2 are as shown on Drawing Sheets WS3.1, WS3.2 and WS3.3.

CITY of HICKORY
Invitation to Bid and Contract

Project Title:

Bid Number:

Hickory New Wayfinding Sign System

16-016

On Approach to Exit 123 I-40 West Bound Main Line: This photo replaces picture on Drawing Sheet WS 3.1 Sign 4.



On Approach to Exit 125 I-40 West Bound Main Line: This photo replaces picture on Drawing Sheet WS 3.1 Sign 1 and Sign 2.



CITY of HICKORY
Invitation to Bid and Contract

Project Title:

Bid Number:

Hickory New Wayfinding Sign System

16-016

On Approach to Exit 125 I-40 West Bound Off Ramp: This photo replaces picture on Drawing Sheet WS 3.2 Sign 18.



On Approach to Exit 125 I-40 Main Line East Bound: This photo replaces picture on Drawing Sheet WS 3.1 Sign 4.



CITY of HICKORY
Invitation to Bid and Contract

Project Title:

Bid Number:

Hickory New Wayfinding Sign System

16-016

Exit 125 I-40 East Bound Off Ramp: This photo replaces picture on Drawing Sheet WS 3.2 Sign 16.



Exit 125 I-40 East Bound Off Ramp: This photo replaces picture on Drawing Sheet WS 3.2 Sign 17.





**CITY of HICKORY
Invitation to Bid and Contract**

Project Title:

Bid Number:

Hickory New Wayfinding Sign System

16-016

BID FORM & GENERAL CONTRACT

The undersigned, as bidder, hereby declares that the only person(s) interested in the proposal as principal(s) is, are, named herein, and that no other person has any interest in this proposal, or in the contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid proposal, and that it is in all respects, fair and in good faith, without collusion or fraud.

The bidder further declares that he has informed himself fully about all conditions regarding this bid, that the **BIDDER HAS EXAMINED DESCRIPTION OF WORK, SPECIFICATIONS AND ALL RELATED DOCUMENTS** for the above mentioned Project and that he has satisfied himself about performance required by this bid.

The Bidder warrants that bid prices, terms and conditions quoted in the bid will be firm for a period of sixty (60) days from opening date or other time as specified in this request.

By submitting this bid, Contractor agrees to coordinate his schedule with the City of Hickory forces working on this project to the fullest extent possible.

The City of Hickory reserves the right to deduct items as deemed in the best interest of the City. The Bidder agrees to commence work under his contract on a date to be specified in a written order.

BONDING

- A. BID BOND: REQUIRED TO BE IN THE AMOUNT OF FIVE (5) PERCENT OF THE TOTAL BID AMOUNT.** Bond may be in the form of cash, cashier's check, certified check, or bid bond issued by a surety licensed to do business in North Carolina and approved by the City. Bids submitted without the required Bid Bond will not be considered. The City may annul the award of contract and bid deposits or bonds shall be retained by the City if the successful bidder fails to execute a Contract or accept a Purchase Order within the (10) days after award of bid or fails to give satisfactory surety as required for this bid.
- B. PERFORMANCE BOND:** Required in the full amount of the stated Bid amount.
- C. PAYMENT BOND:** Required in the full amount of the stated Bid amount.

The City reserves the right to reject any and all bids; and reject any bid items that fail to meet the needs of the City.

Contractor(s) shall submit a certified Sales Tax Report along with each request for payment. This document can be downloaded from the City's website on the Purchasing Dept. webpage.

Bidders should have no contact with elected or appointed officials regarding this bid during the bid process. Any such contact will subject the bidder to immediate disqualification.

The following bid amount includes all specifications and addendums.

Acknowledge Addendum # 1 Date 6/10/16

Acknowledge Addendum # 2 Date 6/10/16



CITY of HICKORY
Invitation to Bid and Contract

Project Title:

Bid Number:

Hickory New Wayfinding Sign System

16-016

PROJECT 1 - WAYFINDING SIGNAGE BID ITEMS

(Unit Price shall include all work necessary to provide a complete sign installed)

HICKORY TRAILBLAZER "A" SIGNS	QTY.	UNIT PRICE	TOTAL
5'-0" X 5'-0"	2	5,272.02	10,544.04
5'-0" X 6'-0"	8	4,476.21	35,809.69
5'-0" X 7'-0 "	9	4,761.57	42,854.11
5'-0" X 7'-6"	4	5,549.92	22,199.67
5'-0" X 8'-0"	6	5,361.48	32,168.89
5'-0" X 8'-6"	11	5,161.76	56,779.33
5'-0" X 9'-0"	2	7,514.03	15,028.06
5'-0" X 9'-6"	2	7,802.23	15,604.47
5'-0" X 10'-0"	2	8,083.23	16,166.47
5'-0" X 10'-6"	1	11,494.46	11,494.46
Trailblazer "A" Total	47		258,649.19

HICKORY TRAILBLAZER "B" SIGNS (WITHOUT PARKING PANEL)	QTY.	UNIT PRICE	TOTAL
3'-6" X 3'-6"	8	3,224.13	25,793.08
3'-6" X 4'-0"	2	3,976.82	7,953.63
3'-6" X 4'-6"	7	3,444.21	24,109.47
3'-6" X 5'-0"	3	4,038.15	12,114.44
3'-6" X 5'-6"	5	3,894.13	19,470.66
3'-6" X 6'-0"	6	3,959.21	23,755.27
3'-6" X 6'-6"	7	4,021.81	28,152.68
3'-6" X 7'-0"	6	4,227.95	25,367.67
3'-6" X 7'-6"	6	4,369.51	26,217.07
Trailblazer "B" Total (without parking panel)	50		\$ 192,933.98
Parking Panel only installed	9	880.41	\$ 7,923.67
TOTAL TRAILBLAZER "B" and PARKING PANEL			\$ 200,857.65

Entry Marker	5	1,366.41	\$ 6,832.04
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TOTAL BID FOR PROJECT 1: \$ 466,338.88

Written FOUR HUNDRED SIXTY SIX THOUSAND THREE HUNDRED THIRTY EIGHT AND 88/100 DOLLARS

City reserves the right to award separate contracts for Project 1 and Project 2

Bid shall not be qualified with any statements on the bid forms or by separate attachment

(Handwritten signature: Bw)

New Wayfinding Sign System, Hickory, North Carolina
Bid Number 16-016
Addendum Number 2; Sheet 1 of 1
June 8, 2016

The following changes are made to the "NEW WAYFINDING SIGN SYSTEM" Bid Package, BID NUMBER 16-016 for the City of Hickory. THERE IS NO CHANGE IN THE BID DATE AND TIME.

1. In the Specifications/Description of Work to be Performed page 6 of 24, heading **Payment**, paragraph **Project 2**: Delete the sentence "Payment for Project 2 will be paid for as a lump sum based upon all work at subject interchanges being complete and final." and insert "Payment for Project 2 will be paid for as a lump sum upon completion of all work and will be based upon the per-square-foot of sign face price as bid and for the square foot quantity of sign face installed and verified in the field."
2. Replace existing Page 23 of 24 with the below Page 23 (Amendment #2) of 24 and use this Page 23 (Amendment #2) of 24 for bidding:

Interstate 40 signage includes all work necessary to provide Project 2, manufactured, installed and complete. Square foot price will include all management, supervision, paperwork required for NCDOT approval, safety and traffic control, mounting poles and bracing, sign plates and facing materials. Payment for Project 2 will be paid for as a lump sum upon completion of all work and will be based upon the per-square-foot of sign face price as bid and for the square foot quantity of sign face installed and verified in the field.

For bidding an estimate of sign face square footage required is estimated at 1400 square feet. The unit price stated below will cover square footage within a 15 percent difference above and below the estimated square footage of 1400 square feet.

TOTAL BID FOR PROJECT 2:

1400 SQ. FT OF SIGN FACE X \$ 31.10 PER SQ FT OF SIGN FACE = \$ 43,540.00

Written FORTY THREE THOUSAND FIVE HUNDRED FORTY AND 00/100 DOLLARS

City reserves the right to award separate contracts for Project 1 and Project 2
 Bid shall not be qualified with any statements on the bid forms or by separate attachment



**CITY of HICKORY
Invitation to Bid and Contract**

Project Title:

Bid Number:

Hickory New Wayfinding Sign System **16-016**

Acceptance and entry into this Agreement by and on behalf of the City of Hickory is made this

_____ day of _____, 20__.

CITY OF HICKORY,
A North Carolina Municipal Corporation

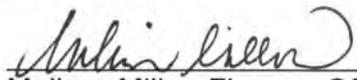
(SEAL)

Mick W. Berry, City Manager

Attest:

Debbie D. Miller, City Clerk

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



Melissa Miller, Finance Officer

Approved as to form on behalf of the City of Hickory only:

Arnita M. Dula, Staff Attorney

New Wayfinding Sign System, Hickory, North Carolina
Bid Number 16-016
Addendum Number 1; Sheet 1 of 1
June 6, 2016

The following changes are made to the "NEW WAYFINDING SIGN SYSTEM" Bid Package, BID NUMBER 16-016 for the City of Hickory. THERE IS NO CHANGE IN BID DATE AND TIME.

1. **PROJECT 1 - WAYFINDING SIGN SYSTEM:** For Trailblazer and Directional Signs in the Downtown area in the general area of Union Square as shown on Map Sheet WS5.1 the contractor shall include in his unit price bid an area equal to 25 square feet for removal of existing concrete or brick pavers placed over an asphalt subbase. Contractor shall include in his bid ten (10) sign locations where up to 25 square feet of concrete will have to be removed and replaced. Contractor shall include in his bid six (6) sign locations where up to 25 square feet of brick pavers and asphalt subbase have to be removed and replaced. Where brick pavers have to be removed the contractor shall be responsible to take care to remove the brick pavers so that he can reinstall them after sign installation. Care shall be taken when removing the existing pavers as they are very difficult to match for replacements. The existing pavers are set in a mastic on top of a 3 to 4 inch asphalt base. Contractor shall remove asphalt base as necessary and reinstall a compacted asphalt base prior to reinstalling the brick pavers over a mastic product. Contractor shall reinstall concrete sidewalk and brick pavers to match surrounding elevations and slopes. Both concrete and paver areas have pedestrian traffic so contractor shall ensure all areas are protected and safely marked to protect the pedestrian due to construction materials and holes in the walk area. Contractor shall remove the concrete debris and removed bricks from the project area the day they are taken out to ensure the materials do not become projectiles nor the bricks lost. Contractor shall reinstall concrete and brick pavers in a timely manner as soon as possible after sign installation for pedestrian safety reasons.
2. **PROJECT 1 – WAYFINDING SIGN SYSTEM:** Delete the requirement for the Decorative Clamshell Base for all 47 Trailblazer Type A signs listed on Drawing sheet WS4.6. Trailblazer Type A poles shall still be installed per break away detail shown on drawings for Trailblazer Type A signs on Drawing page WS2.1.3.
3. **PROJECT 2 – INTERSTATE 40 (I-40) MAINLINE AND RAMP SIGNAGE:** For clarification on Signs that require a line of copy to be replaced, contractor shall replace the entire sign with new aluminum plate and facing material per North Carolina Department of Transportation (NCDOT) Specifications and NCDOT approval. Existing pole materials that are in good condition and not bent may be reused in the new sign installation provided the structure layout design meets NCDOT standards and approval.
4. **PROJECT 2 – INTERSTATE 40 (I-40) MAINLINE AND RAMP SIGNAGE:** For clarification the sign shown on the bottom of page 18 of 24 of the specifications, the "Lenoir-Rhyne Univ., Catawba Science Center, Hickory Museum of Art, EXIT 125" sign is 288 inches by 115 inches in size (24 feet by 9.5 feet). The HICKORY METRO CONV CTR sign is 174 inches by 30 inches (14.5 feet by 2.5 feet).



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**RUCKER, JEFFREY RONALD
ECO CONSTRUCTION AND MAINTENANCE MANAGEMENT, LLC
POST OFFICE BOX 8385
NAPLES FL 34101**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

CGC1506780 ISSUED: 08/26/2014

**CERTIFIED GENERAL CONTRACTOR
RUCKER, JEFFREY RONALD
ECO CONSTRUCTION AND MAINTENANCE M**

**IS CERTIFIED under the provisions of Ch. 489 FS
Expiration date: AUG 31, 2016 L1408280002006**

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER	
CGC1506780	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date. AUG 31, 2016



**RUCKER, JEFFREY RONALD
ECO CONSTRUCTION AND MAINTENANCE MANAGEMENT, LLC
39 SKYLINE DRIVE, SUITE 1017
LAKE MARY FL 32746**



THE AMERICAN INSTITUTE OF ARCHITECTS

Executed in 1 Counterpart



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Eco Construction and Maintenance Management, LLC, 39 Skyline Drive, Suite 1017, Lake Mary, FL 32746 (Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and United States Fire Insurance Company (Here insert full name and address or legal title of Surety)
305 Madison Avenue, Morristown, NJ 07962

a corporation duly organized under the laws of the State of DELAWARE
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Hickory (Here insert full name and address or legal title of Owner)

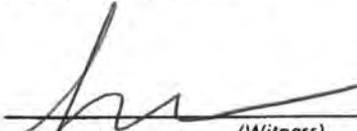
76 N Center Street, Hickory, NC 28601
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

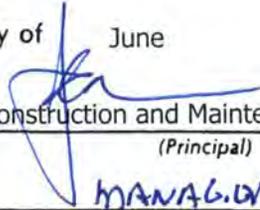
Dollars (\$ ---5%---),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)
Bid No. 16-016, Hickory New Wayfinding Sign System, Hickory, NC

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th day of June 2016


(Witness)


Eco Construction and Maintenance Management, LLC
(Principal) (Seal)
MANAGER member
(Title)


(Witness)

Lisa Roseland, Witness

United States Fire Insurance Company
(Surety) (Seal)
Jeffrey W. Reich
(Title)

Jeffrey W. Reich, Attorney-in-Fact
and NC Licensed Non-Resident Agent



**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

8650

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Jeffrey W. Reich, Susan L. Reich, Kim E. Niv, Cheryl Foley, Don Bramlage, Glenn Arvanitis

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 1, 2016.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 5th day of August, 2015.



UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Senior Vice President

State of New Jersey }
County of Morris }

On this 5th day of August, 2015 before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019

Sonia Scala (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 14th day of June, 2016.

UNITED STATES FIRE INSURANCE COMPANY



Al Wright, Senior Vice President

To: City Manager's Office
From: Andrea Surratt, Assistant City Manager
Contact Person: Andrea Surratt/Chuck Hansen
Date: June 16, 2016
Re: Request to Apply for the 2016 grant cycle of the Surface Transportation Program-Direct Apportionment Funds (STP-DA) through the Greater Hickory Metropolitan Planning Organization.

REQUEST

Consideration of a request to apply 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.

BACKGROUND

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 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 (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.

ANALYSIS

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 bond proceeds.

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 proceeds.

Staff from the GHMPO will be reviewing the grant applications and notification of awards will be in August. We will know about funding in time to notify the NCDOT of this additional funding source and can then participate with NCDOT on the design of the aesthetic features for the bridge spans in the fall. Due to the short window to potentially be successful in being awarded these grant

Revised: January 31, 2014

funds and the beginning of the final design process in the fall, this opportunity to affect the bridge design will not come back around again.

RECOMMENDATION

Staff respectfully requests approval to apply 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.

Revised: January 31, 2014

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

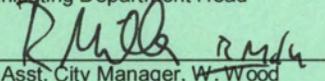
Yes
x

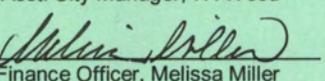
No

LIST THE EXPENDITURE CODE:

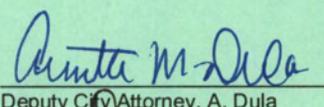
Reviewed by:

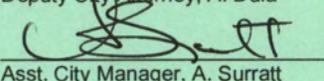
A Surratt
Initiating Department Head _____ Date _____


Asst. City Manager, W. Wood _____ Date 6-17-16


Finance Officer, Melissa Miller _____ Date 6-17-16

Purchasing Manager, Bo Weichel _____ Date _____


Deputy City Attorney, A. Dula _____


Asst. City Manager, A. Surratt _____

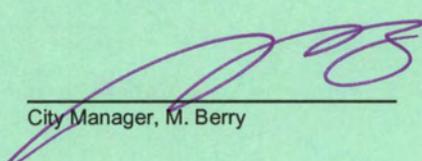
Administrative Services Director
M. Bennett _____

6-17-16
Date

6/17/16
Date

Date

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



City Manager, M. Berry

Date

COUNTY	ROUTE/CITY	ID NUMBER	LOCATION / DESCRIPTION	LENGTH	PROJ COST (THOU)	YEARS COST	STATE TRANSPORTATION PROGRAM					DEVELOPMENTAL PROGRAM					UNFUND FUTURE YI
							FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	
CATAWBA	NEWTON	EB-5804	NEWTON CONOVER HIGH SCHOOL SIDEWALK CONNECTION.		527		STPDA C 439 L C 88										
CATAWBA	1ST STREET	EB-5752	ROCK BARN ROAD TO I-40. DECREASE ROADWAY FROM 4 LANES TO 2 LANES AND ADD LANDSCAPED MEDIAN AND BICYCLE LANES.	5.5	1966		TAP L TAP L L					PE 245 PE 61					
CATAWBA	CONOVER	EB-5803	1ST AVENUE AREA BICYCLE AND PEDESTRIAN IMPROVEMENTS.		499		STPDA C 399 L C 100										
BURKE CALDWELL CATAWBA	HICKORY	EB-5808	UPGRADE CURRENT PEDESTRIAN SIGNALS AND INSTALL NEW PEDESTRIAN SIGNALS.		402		STPDA C 322 L C 80										
CATAWBA	HICKORY	EB-5805	CITYWALK - PHASE I. CONSTRUCT MULTIPURPOSE PEDESTRIAN AND BICYCLE PATH.		1000		STPDA PE 800 L PE 200										
CATAWBA	MAIN AVENUE GREENWAY	EB-5750	9TH STREET NW TO 7TH AVENUE NE IN HICKORY. CONSTRUCT GREENWAY WITH PARK NODES AND BRIDGE SPANNING NC 127.	1.2	9600		TAP L L										
CATAWBA	CATAWBA COUNTY DEPT SOCIAL SERVICES	TO-6175	OPERATING ASSISTANCE - PURCHASE OF SERVICE		500	500	FEPD L S										
CATAWBA	CATAWBA COUNTY DEPT SOCIAL SERVICES	TO-9031	CAPITAL - PURCHASE OF SERVICE		126		FEPD CP 100 L CP 13 S CP 13										
CALDWELL	COACH AMERICA	TI-6101	INTERCITY BUS - BOONE TO CHARLOTTE		8823	4855	FNU O 246										

RESOLUTION NO. _____

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 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 (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.

Adopted this the ____ day of _____, 2016

THE CITY OF HICKORY a
North Carolina Municipal Corporation

(SEAL)

ATTEST:

By: _____

Rudy Wright, Mayor

Debbie D. Miller, City Clerk

Approved as to form this _____ day of _____, 2016

Attorney for the City of Hickory