

# **A G E N D A**

## **HICKORY CITY COUNCIL**

**June 7, 2016**



**7:00 p.m.**



**AGENDA**  
[www.hickorync.gov](http://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](http://www.hickorync.gov).

Hickory City Council  
76 North Center Street

June 7, 2016  
7:00 p.m.

- I. Call to Order
- II. Invocation by Rev. Charles Kyker
- III. Pledge of Allegiance
- IV. Special Presentations
  - A. Proclamation Honoring the 40<sup>th</sup> Anniversary of the Friends of the Library. **(Exhibit IV.A.)**
  - B. Presentation of Deputy City Clerk Carissa “Cari” Burns and Administration of Oath of Office.
- V. Persons Requesting to Be Heard
- VI. Approval of Minutes
  - A. Regular Meeting of May 17, 2016. **(Exhibit VI.A.)**
- 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 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 21<sup>st</sup> 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.

- A. Approval to Write-off Uncollectible Accounts Totalling \$270,466.64, in Accordance with North Carolina General Statutes. **(Exhibit VIII.A.)**

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

*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. Approval of a Lease Agreement for City-owned Property Located at 1123 15<sup>th</sup> Street NE, Hickory. **(Exhibit VIII.C.)**

*Staff requests approval of a Lease Agreement with Richard Todd Mundy, Jr. to lease City-owned property located at 1123 15<sup>th</sup> 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. Approval of a Resolution to Declare 400 Surplus Discarded Library Materials. **(Exhibit VIII.D.)**

*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.*

- E. Approval to Purchase 60 Radios from Loudoun Communications in the Amount of \$120,066. **(Exhibit VIII.E.)**

*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 \$120,006. Funds are budgeted in FY15/16 for this purchase.*

- F. Approval to Apply for the 2016 Justice Assistance Grant to Purchase an Oculus System and Drug Abuse Resistance and Education (DARE) Supplies. **(Exhibit VIII.F.)**

*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. Approval of the Community Development Block Grant Funding Agreement between the City of Hickory and City of Refuge Community Development Center, Inc. **(Exhibit VIII.G.)**

*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. Approval of the Community Development Block Grant Funding Agreement between the City of Hickory and Exodus Outreach Foundations, Inc. **(Exhibit VIII.H.)**

*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. Approval of the Community Development Block Grant Funding Agreement between the City of Hickory and Hickory Soup Kitchen, Inc. **(Exhibit VIII.I.)**

*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. Approval of Changes to the Community Appearance and Landscape Incentive Grant Guidelines and Grant Scoring Criteria Changes. **(Exhibit VIII.J.)**

*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. Call for Public Hearing for Consideration of Rezoning Petition 16-03 for Hilton Materials, LLC of approximately 8.09 acres of property located at 1360 11<sup>th</sup> 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). (Exhibit VIII.K.)**
- L. 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. **(Exhibit VIII.L.)**

*The Central Business District is defined as the area of downtown Hickory in the vicinity of Trade Alley to 2<sup>nd</sup> Avenue NW and 2<sup>nd</sup> Street NE to 3<sup>rd</sup> 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.*

- M. 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. **(Exhibit VIII.M.)**

*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 4<sup>th</sup> 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.*

N. Approval of School Resource Officer Agreement with Hickory Public Schools. **(Exhibit VIII.N.)**

*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. Budget Ordinance Amendment Number 24. **(Exhibit VIII.O.)**

1. *To recognize as revenue a \$100.00 donation to the Library by Mickey and Charlie Shuford made in memory of Charles Deal. Funds will be used towards the purchase of AV material for Senior Outreach.*
2. *To recognize as revenue donations in the amount of \$340.00 towards the One Purpose Parks and Recreation Council.*
3. *To recognize as revenue a \$100.00 donation from Beulah Bolick for the Unifour Senior Games.*
4. *To recognize \$1,500.00 in revenue from the Bill McDonald Scholarship Fund for the One Purpose Parks and Recreation Council towards the Dee Dee Dawkins Basketball League.*
5. *To recognize \$2,600 in donations for the City's Dog Park improvements.*
6. *To appropriate \$32,646 from General Fund Balance and transfer same to the General Capital Projects fund. A separate Capital Project Ordinance Amendment will be processed to add this \$32,646 to the Business Park 1764 Capital Project to reimburse Catawba County Economic Development Commission for options payments.*
7. *As part of the closeout of project #802101/Hickory-Catawba Wastewater Treatment Plant, funds in the amount of \$445,394 will be returned to the Water & Sewer Capital Reserve Fund.*
8. *To recognize additional Fuel revenue within the Transportation Fund and budget an annual installment payment of \$48,577 towards the loan from the General Fund.*
9. *To correct an accounting error on Budget Ordinance Amendment #20 that failed to budget an expense in Capital Reserve intended to transfer funds to the General Capital Projects Fund for Business Park 1764.*
10. *To budget \$40,000 of Contingency funds within the Water and Sewer Fund to cover the Miscellaneous/Sewer Treatment line item. Funds will be used for the treatment and processing of sanitary sewer flow that is transported to the City of Conover from Hickory.*
11. *To appropriate \$286,790 from the Water and Sewer Fund Balance to supplement the NC State Revolving Fund award for the Geitner Basin Sewer System Rehabilitation Project.*
12. *To appropriate \$26,922 from the Water and Sewer Fund Balance for the Central Business District Infrastructure Renewal Project. These local funds will be used toward the loan closing costs on the recently awarded State Revolving Fund loan. A separate Capital Project Ordinance Amendment will book the funds as a revenue into the project.*

13. *To appropriate \$1,754,600 from Water and Sewer Capital Reserve for the Central Business District Infrastructure Renewal Project. These funds will be combined with a NC State Revolving Fund award to perform various infrastructure improvements downtown.*
14. *To appropriate \$401,853 from the Water and Sewer Fund Balance for the purchase of property and all rights of easement associated with the Town of Long View Raw Water Pump Station and Intake.*
15. *To increase Fund Balance Appropriated and budget the expense in the Transportation Fund to cover \$27,130 in Other Professional Services for expenses related to the AGI Associates, LLC and CRA Enterprises, Inc. settlement.*
16. *To reverse \$900,000 Fund Balance appropriated in the Transportation Fund and the Other Professional Services line item. General Fund – Fund Balance Appropriated was loaned to cover this expense in FY 2015-16.*

P. Capital Project Ordinance Amendment Number 2. **(Exhibit VIII.P.)**

1. *To appropriate a transfer of \$32,646 from General Fund Balance into the Business Park 1764 Capital Project Ordinance. Funds will be used to reimburse the Catawba County Economic Development Commission for options payments.*
2. *To close out the Hickory-Catawba Wastewater Treatment Plant project and transfer \$445,394 in unspent funds back to the Water and Sewer Capital Reserve.*
3. *To appropriate the necessary budgetary amounts for the Geitner Basin Sewer Rehabilitation project. Total project cost is \$3,806,265 and includes \$2,949,625 for construction; \$20,000 for land; \$471,250 for engineering/admin/inspection; \$295,000 for contingency; and \$70,390 in loan closing costs. On the revenue side, the City has received a State Revolving Fund loan of \$3,519,475 towards eligible costs and will also use \$286,790 from the Water & Sewer Fund Balance.*
4. *To appropriate the necessary budgetary amounts for the Central Business District Infrastructure Rehabilitation project. Total cost of this Amendment is \$3,145,622 which includes \$2,822,700 for construction; \$296,000 for contingency; and \$26,922 for loan closing costs. On the revenue side, the City has received a State Revolving Fund loan of \$1,364,100 towards eligible (sewer) costs. \$1,754,600 will be drawn from the Water and Sewer Capital Reserve, while \$26,922 will be used from the Water and Sewer Fund Balance.*

Q. Capital Project Ordinance Number 3. **(Exhibit VIII.Q.)**

1. *To accept and budget a \$1,370 transfer from General Fund – Fund Balance Appropriated to the Bond Projects – Admin Costs line item. The funds will be used for miscellaneous payments associated with the 2014 Bond Referendum which are unable to be linked with specific projects.*

IX. Items Removed from Consent Agenda

X. Informational Item

XI. New Business:

A. Public Hearings

1. Presentation of City Manager's FY2016-2017 Recommended Budget. **(Exhibit XI.A.1.)**

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

B. Departmental Reports:

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

Alderwoman Patton to nominate 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 to nominate 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 to reappoint Lisa Morphis, as the Ward 6 Representative, and to nominate 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 to nominate 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 to reappoint 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 to nominate 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)

**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)  
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 to nominate Muriel Gabriel and Ryan Edwards as At-Large Representatives and Connie Kincaid as the Hickory Downtown Development Director.

- C. Presentation of Petitions and Requests
- XII. Matters Not on Agenda (requires majority vote of Council to consider)
- XIII. General Comments by Members of Council, City Manager or City Attorney of a Non-Business Nature
- XIV. Adjournment

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

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

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



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Office of the Mayor

Exhibit IV.A.  
City of Hickory  
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Hickory, NC 28603  
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Fax: (828)323-7550  
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## PROCLAMATION

### 40<sup>th</sup> Anniversary of the Friends of the Library

- WHEREAS,** Friends of Hickory Public Library was founded in 1976. Throughout 2016 they are celebrating 40 years of volunteer service to Hickory's libraries; and
- WHEREAS,** the purposes of this organization are to maintain an association of persons interested in libraries, to focus public attention on the library, to stimulate the use of the library's resources and services, and to provide funding for materials, equipment and facilities which are beyond the resources of the library's budget; and
- WHEREAS,** Friends of Hickory Public Library raise money to providing the resources for additional programming, much needed equipment, support for children's summer reading, and special events throughout the year; and
- WHEREAS,** Friends give their time as volunteers to support the programs and services of the library; and
- WHEREAS,** the work of the Friends highlights on an on-going basis the fact that our library is the cornerstone of the community providing opportunities for all to engage in the joy of life-long learning and connect with the thoughts and ideas of others from ages past to the present; and
- WHEREAS,** the Friends understand the critical importance of well-funded libraries; and
- WHEREAS,** Friends are advocates at the local, state and national level to ensure that our library gets the resources it needs to provide a wide variety of services to all ages including access to print and electronic materials, along with expert assistance in research, readers' advisory, and children's services.

**NOW, THEREFORE,** I, Rudy Wright, Mayor of the City of Hickory, on behalf of Hickory City Council, do hereby celebrate June 7, 2016 as the

### 40<sup>th</sup> Anniversary of the Friends of the Library

This the 7<sup>th</sup> 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, May 17, 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, Assistant City Manager Andrea Surratt, 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. Heather Davis, Associate Pastor, First Presbyterian Church
- III. Pledge of Allegiance
- IV. Special Presentations
  - A. Mr. Gar Atchison, CEO, Duke LifePoint, Discussion of Community Healthcare Plans

Mr. Gar Atchison discussed the exciting times at Frye Regional Medical Center as it related to their new transition to Duke LifePoint Healthcare. He advised he had been the CEO at Frye since the transition from Tenant Healthcare to Duke LifePoint. He was honored to be the CEO of Frye, a great hospital. They employ 1,650 people in the community and are continuing to grow, expand, and create jobs. They recently had 23 new employees come through the system. He addressed the new relationship with Duke LifePoint. It was a partnership between Duke University Medical Center and LifePoint Healthcare, which started in Danville, Virginia several years ago. LifePoint had a hospital and Duke was managing a quality program. They formed a partnership called Duke LifePoint Healthcare which now owns 14 hospitals, 9 of them are in North Carolina and 5 of them are in Western North Carolina including Frye Regional Medical Center. In this partnership Duke brings the expertise in quality and safety. Duke is world renowned for their focus on harm reduction and quality improvement. Duke has been highly involved in the hospital and has been there multiple times. They have a great working relationship with Duke, and Dr. Phillips, the Chief Medical Officer, continues to come to Frye and to the community. Dr. Phillips spoke at the Heart Ball this year. He advised that LifePoint Healthcare is a 72 hospital system out of Brentwood, Tennessee, that includes the 14 hospitals that are in the Duke LifePoint partnership. They bring to the partnership the expertise in management and the capital, which at Frye had been somewhat lacking in years past. They are going to see a lot of capital infused into the hospital, thereby into the community. LifePoint, essentially, Duke LifePoint hospitals are a for-profit hospital, for-profit healthcare system. He acknowledged that was a concern for Council as they were going through this transition process. He advised that three out of the four systems that were looking at Frye were not-for-profit hospitals which would have taken Frye off of the tax rolls. They are pleased that it was Duke LifePoint, and that they continue to help support this community with tax revenue. In 2015 Frye paid \$2.6 million dollars in sales, property, and franchise tax to the local and State governments. He commented they were happy to be able to do it, and they appreciate the services in this community. He felt there was a misconception about what a for-profit and a not-for-profit hospital was. He advised that a for-profit hospital pays taxes. What it didn't mean was that a for-profit hospital can behave any differently than a not-for-profit. They cannot refuse care to any patient who comes to the emergency department at Frye. They are bound by the same Federal laws and the CMS rules and regulations that relate to healthcare, accepting patients and providing safe discharge plans. They must see people who come to the emergency department regardless of their ability to pay. Twenty percent of the people who come to the emergency department at Frye have no insurance and no means to pay. They are still bound, like any other hospital, to take care of them. They also cannot discharge a patient despite their ability to pay if they do not have a safe discharge plan. He shared a story of a homeless citizen of Hickory that lived at Frye Regional Medical Center for over two years because they couldn't provide a safe discharge plan for him. He shared another story of a patient that was presented to the emergency department last week in heart and pulmonary distress. This patient had no ability to pay. He is still at Frye, and was having open heart valve replacement surgery. They have no expectation of payment for that. He also had infections in his teeth and they had to hire a dentist, at the cost of the hospital, \$1500, to come and extract his teeth, so they could perform a \$10,000 valve replacement surgery.

Mr. Atchison commented that they were very excited to have Duke LifePoint in the community. The focus on quality, harm reduction and safety that Duke is bringing is a refreshing focus. In this process they had also discovered that Frye actually does this really well. Duke and LifePoint were impressed with Frye. When they looked at the standards that they put forth for 72 hospitals, they had to change them because Frye is

now in the mix. They didn't change them for the other 71 but just for Frye because Frye was already above the bars that they had set for their other hospitals. They are beginning to allocate capital and had started renovation of some of the nursing units. They felt that had been lacking at Frye and the facility needed an upgrade. They are about to finish renovating the whole 20 unit patient floor on four north, and will be relocating a unit there so they continue to make improvements. The south campus is an 80 bed behavioral health unit. They are going to be doing a complete facelift on the inside of that building, each and every floor and nursing station. They are actively purchasing new equipment that will allow them to expand services that they have now, and to create new service lines in the future that will support the healthcare needs of this area. They continue to focus on quality of care, patient safety, and the patient experience or patient satisfaction. Duke and LifePoint are pleased with what they found at Frye. The Leapfrog group, which is an agency that measures hospitals around the country on their quality and safety, just awarded them with their fourth straight "A" grade. They continue to hear great stories from the community, not only about the great care, but the great experience and they will continue to focus on that.

Mr. Atchison advised that Frye will continue to improve the facilities, expand the emergency department, create a new lab, and expand existing service lines. They recognize that Frye is a heart hospital, and they are the only full-service heart hospital that offers open heart surgery and open heart backup for Cath lab procedures. They recently started performing many invasive aorta valve replacements, and have done several of those now. They are going to expand other areas and create new services. They are going to work with the other Duke LifePoint hospitals to return Frye to its status as a regional referral center. One of the benefits of the Duke LifePoint relationship is that they have five other hospitals in Western North Carolina that they can work with. They have visited those hospitals and they have visited here. They are providing some neurology services at Rutherfordton Regional, and the Cardiologist will begin going down there to see patients in their facility and perform some procedures with a goal of bringing some of those cases back to Frye that they can't do there. This will benefit the community because the more they grow the more they can invest in the community and create more jobs in the community. They are working with Duke LifePoint to address the behavioral health challenges that face North Carolina. Western North Carolina has a "grave" challenge with behavioral health. The emergency rooms throughout this area are flooded on a daily basis with behavioral health patients who don't have a place to go. He advised their average hold period was three hours at Frye because they have an aid and bed behavioral health hospital located in Hickory. They are working with the other Duke LifePoint hospitals to create an environment so they can send the patients. They are discussing with them about expanding their facilities so that they can be the hub for their behavioral health initiatives. He was very excited about the future direction of Frye. Their partners are very supportive and are pleased to have Frye in the fold. He was highly motivated by the employees that they have working at Frye and the great care that they provide every day. They will continue to strive to make Frye a great hospital.

Alderman Lail asked what would be one of the first things that Council would see outwardly on the hospital. He noticed that they had put up some signs.

Mr. Atchison advised temporary signs. They will be replacing some of the neon that is on the building and that is outdated with all new signage. He advised they should see some more outreach and support. They supported a commitment to the Friends of Hickory, a large contribution to the Science Center, and Lenoir-Rhyne University. They will be more involved in supporting the community. The last several years at Frye had been a difficult period. Stability in the leadership will allow more community involvement and more community focus for the leadership of Frye and the hospital. A lot of their focus will be inside the hospital improving the patient experience, improving the floors and in general improving the flow and the aesthetics of the hospital. The emergency department will be the big one because their emergency department sees approximately 42,000 patients a year. It is probably built to see 20,000 to 25,000. They would take it up so they wouldn't have to have this conversation again in five years. They would build it so they could see 60,000 plus patients. They are looking at getting that started soon.

Alderman Seaver commented that both of his parents had been in there in the last several months for treatments and were very impressed. They just recently moved to Lenoir from Tennessee. They were thankful for the folks that they have there.

Mr. Atchison thanked Alderman Seaver. He was very proud of the care that their nurses and staff provides. He shared a story about a Director who was late for a meeting. She apologized to him and said they she had bumped into a patient/visitor that needed directions and after she walked the person all the way around to wherever they were going, the lady said "boy, this is great since Duke LifePoint bought this hospital and replaced all of the staff with these great caring people". He commented that he was happy to say that did not happen. They were committed to bringing care, all of the employees that work there.

There is a new vibe and a new excitement. The people that work there deserve to be proud because they do great work.

Alderman Lail asked if it was still Frye Regional Medical Center.

Mr. Atchison replied yes sir. They were not interested in changing the name. It has a lot of brand identity. You may see it more branding Frye Regional Medical Center, a Duke LifePoint Hospital. You will see that on business cards, and signage and everything that is put out in the public. He thanked the Council.

V. Persons Requesting to Be Heard

A. Mr. Billy Sudderth, Multipurpose Resource Center at Ridgeview

Mr. Billy Sudderth requested a moment of silence for Mr. Larry Pope who had addressed Council on so many occasions. He commented that he wasn't taking Larry's place. He thanked Council for allowing him to make a request for the establishment of a Multipurpose Center in the Ridgeview Community at 7<sup>th</sup> Avenue and 1<sup>st</sup> Street SW. He advised that he would keep pushing because it would enhance the quality of life for their community. He was a product of the Ridgeview Community. He advised of the schools that he had attended and he was born in the hollow right below Ridgeview. For the past four years he had been on a mission to try and revitalize and restore their community. Some people from the community and his Ridgeview Alumni Association had been pushing hard. He had talked to the City Manager Mick Berry and he had pushed them in a direction that they went in and explored. He also had explored and read a report from the Planning Department concerning the Ridgeview Redevelopment Plan. He referenced several plans from the past, 1992, and 1967, and 1970 when things really started going bad, when they couldn't get a representative government. They finally got Rev. Rusty Lytle and Ann Hoyle. He studied those papers and he was concerned that there was little or no growth at all, other than some recreation facilities there. Nothing that deals with the dynamics of urbanization. They did some housing from Habitat. He commented there were a lot of men trying to get into the City at this particular time, but the bank denied them a loan. They tried to develop the community. They couldn't get the necessary funds for urban development. He talked about the initiation of Mr. Ernie Warlick into the Hall of Fame. He mentioned that his brothers will probably be in the Hall of Fame. These are men that they are hoping to get this Multipurpose Building started and named after their family. It hadn't been that much to try to get the information, it was just going around the community. The more you see the more decadent it becomes, the more you see it you have to do something if you are going to improve the quality of life, health, and well-being for the people in that community. He stated that they knew they could help quite a bit with this Multipurpose Center, all you have to do is get there. He advised he could leave a copy of their program if Council would like. He stated that they knew that they had developed a good program. A program that helps build in the City. We do not have the urban development in the city program in Hickory. There was only one other city in Western North Carolina that does have that, which was Asheville. He asked Council to give them a yes or no answer if they were going to be able to help them with this. They are going to have to be moving on.

Mr. Sudderth referenced an article in the Hickory paper about the funds that could be available through the City of Hickory to get some things done. Theirs may seem a little more expensive but it cost to develop urbanization. Those are the dynamics that have been overlooked for so many years. They are going to keep pushing for it. He advised that in the Ridgeview Community there was some of the most prime real estate in Hickory. He commented there was a lot of funds being put into 70 that were coming from the funds from the City, \$200,000; \$800,000. They want to try to get the Multipurpose Center started to get their people trained, developed for working before the community just disappears. Seemingly he was reading that some of the people that were blocking the development of the city politically and economically remained a member of the ruling class. They are already down in Raleigh. They already had the State Legislator job. He referenced the previous pure ward system to the system used now. He commented that was discriminatory, and it is still in effect today, and it is still discriminatory. He would look at that too. He wanted Council to know, that he was not here to disrupt but to plead with them to think about the dynamics of urbanization and what could be done to develop a city like Hickory that was mainly built by African-American laborers. When he was a little boy there was a thing called "coloreds". They were green, blue, yellow, pink, and all those colors. He talked about getting up at 5:30 in the morning and went to work at the First National Bank and worked until 8:00. He referenced other people that worked around the City doing the building, cleaning, childcare, homemakers, construction, roofing, maintenance downtown, and everything that you could think of. What their community seems to be doing is moving back. Those "coloreds" are those people who worked around

this City, who built this City. It is tragic to see that happened to them. He is here for them. Those would be his ancestors and he knows what they did for this City.

Mr. Sudderth encouraged Council to put up a historical marker in the Ridgeview Community. They have one for the Ridgeview High School. They need a historical marker, like in other cities, in Ridgeview. That is history. In every episode of history you can think of, and in building this City, they were there. He reiterated that they would like Council to think about building the Multipurpose Center, and they need an answer so they can move on. If they are not going to do anything they need to know that too.

Mr. Sudderth advised that they will be going to the County Commissioners in June and will be asking them to help the City with it. They will go wherever else they need to go to try and get whatever is necessary. They need the City of Hickory to take the lead in this thing because they are the leaders in this City. They need to speak in terms if they will be able to help them or not. They don't want them to tell them no, they want them to say yes they will help, be up front with them. He wouldn't question their integrity. He commented that when Mayor Wright was first elected he had walked with him through the City. He commented if you walk back again. Nothing, except for Habitat. They need to think in terms of the people. They need to get these people in public housing trained. Get their people trained. They need some mentoring and tutoring in all areas of their young people's life. They are to move it on. He wanted Council to think about it and let them have some of the funding help that they know is there. He had all the information that they have researched from around the country. They were trying to deal with this project according to that for their plans and their programs that they know they need for their neighborhood. He advised he would leave a copy of his information with Council and for them to take a look at it.

Mayor Wright advised Mr. Sudderth to leave a copy of the information and they would make copies and distribute it to every Council member.

Mr. Sudderth commented that they would like Council to take a look at it. They got it from cities that were comparable to ours. They looked at other cities around the area, around the State. He advised that they are missing out on this dynamic of urbanization. They don't have it for some reason. They had lost all 37 businesses that they had. He could count up to fifty some, but they were illegal. All of that is gone. They were spending millions of dollars in this City. Now they only have a funeral home, and hair. They would like Council to help them get started and they can move to try and get people together to be involved enough to take it on to the next level. He asked Council if they had any questions.

Mayor Wright commented that he would like to sit down with Mr. Sudderth and talk again. He commented that the City had been through a very difficult time the last 15 years. There hadn't been a lot of investment money. They think they have done pretty well with the investments that they have made, but we just haven't had a whole lot. When we make investments to bring jobs here, there are always with a payback. We will advance money upfront, but we look at it to see what the payback is going to be for the taxpayers. They think that is a key element of their responsibility, and that is bringing jobs. Social Services and education, components of both of those in the program that they are seeking, has always been the responsibility of the State and the County and in recent years the Feds have gotten involved in it too. It hasn't been the responsibility of the City.

Mr. Sudderth advised that they had looked at the State, the Feds, and the County. They are going back to the County next month. They have appointments with the Feds, Housing Urban Development, the Justice Department, and the Internal Revenue Services. They are trying to follow along that path. They are doing all they can do to be sure that Council knows that they are working on it. They need to be sure that Council is working in cooperation with what they can help them do. He commented that they were going to ask for their help, they are doing that now. He wanted them to know that they could look at Council's plans for the last 25-30 years, they have not advanced for the people in the Ridgeview Community. He commented they got that from Council's plans. The plans were there, they have to work on it. Don't think it is not there.

Mayor Wright advised that they would study the plan that Mr. Sudderth had put together and he wanted to sit down and talk to Mr. Sudderth and anybody else who he would like to bring to the meeting. He wanted to talk about it in more detail and see if there was something that could be done. An awful lot of urbanization that Mr. Sudderth had referred to was done by grants and not by using City taxpayer money.

Mr. Sudderth commented he saw the grant in the paper today that came out of the Mayor's office.

Mayor Wright advised that these were grants that we got from the Federal government and State government.

Alderman Tarlton commented they have to be used for specific things. He advised that he would like to be in attendance at that meeting as well.

Mr. Robert Russell advised that he was a Social worker and he had worked with Billy Sudderth for a number of years. It was his understanding that the Warlick property was what Mr. Sudderth was referring to. He understood that Bobby Warlick, who was an outstanding, well known individual in the Hickory area, donated some property to the City of Hickory. That property was to be used for the benefit of the Ridgeview Community and the entire City. It is just not Ridgeview, but a benefit for the entire City this Multipurpose Resource Center that Mr. Sudderth is alluding to. It is not so much in what he has to get, it is the fact that the land is already there and the need is to develop the resources. If the City chooses to develop the land or to donate the land to the Sudderth's project, or Ridgeview project so it could benefit the whole City. That is the whole issue. The property that is on 1<sup>st</sup> Street had been vacant for a number of years similar to the library, and that is what he is advocating for the citizens of Hickory and for the residents of Ridgeview.

Mayor Wright invited Mr. Russell to join them when they get together, and anyone else who was in the group.

Mr. Sudderth advised he would get him there. He thanked Council.

- B. Mr. Cliff Moone, 2925 8<sup>th</sup> Street Court NE, advised that he had a number of roles in the community, but he was speaking as a private citizen speaking on this issue. Council had patiently listened to a lot of folks speak about this issue over the last several meetings of Council. He thanked Council for having a very serious discussion about House Bill 2 (HB2) at the last City Council meeting. He thanked Alderwoman Patton for initiating some discussion at the previous Council meeting. He commented that there had been some very eloquent statements made here by a number of different people, but in particular the focus had been on the "bathroom" question of HB2. He did not want to suggest that was not an important aspect of this Bill and what it is doing and what is happening to our City, and State over this issue. He reiterated what he had wrote in the paper. He advised he was with his brother-in-law, who is on the opposite side of the issue than he, and he wrote on a napkin that HB2 is a fraud. He explained that HB2 is a fraud in reference to the bathroom section of the Bill. There is no enforcement mechanism in this legislation, at least in regard to that part, the bathrooms. It prescribes certain behaviors, without providing any means to enforce the behaviors it prescribes. There are literally no legal consequences for ignoring the so called bathroom provisions of HB2. Since the Department of Justice has now weighed in, and the Governor and the Department of Justice are going back and forth, and are definitely going to court, we all know that much of this will be solved one way or the other there. He was also concerned since they weighed in beyond the potential that HB2 will, in his opinion, probably be declared unconstitutional discriminatory. He felt that its economic impact could be that our TIGER grant application could fail or at least fail to get a fair hearing because of HB2. That concerned him greatly in a lot of different ways for this City. He talked about the other provisions of this Bill. When you read HB2 you discover something important. The so called "bathroom" Bill makes up only the first part of five different sections. If you have read the Bill you know this. It regulates bathroom usage around the concept of biological sex, which it defines as the physical condition of being male or female which is stated on a person's birth certificate. He commented oddly this part of the Bill doesn't provide any penalties for people who ignore it. He said oddly because this Bill was rushed through allegedly to prevent an eminent crisis of straight men putting on dresses to be women in women restrooms. How does it prevent this when it has no teeth? Actually it can't. It is not any sort of fix of a real problem. Part one seems worthy of the expense and the catastrophic litigation to defend it. The remaining parts of the Bill have been unfortunately ignored for the most part in the press. The parts are also important. Part two jumps to the totally unrelated subjects of restricting minimum wage increases and child labor protections. He commented that is important. This part prohibits local governments from regulating or imposing, he quoted from the Bill, "any requirement upon an employer pertaining to compensation of employees such as the wage levels of employees, hours of labor, payment of earned wages, benefits, leave or well-being of minors in the workforce". On its face this quoted language not only prevents local governments from setting a minimum wage, they are even prevented from taking care of child labor problems they might feel are specific concerns in their local community. He asked again, how can that kind of change to our laws be a good thing? In the third part of the Bill, after tweaking the old policy protections about sex discrimination and other types of discrimination, the part three effectively guts all the policy section that "does not create a statutory or common law right of action and no person may bring any civil action based upon the public policy expressed herein". Mr. Crone may be the one person....

May 17, 2016

Mayor Wright interrupted Mr. Moone. He advised Mr. Moone that Council had exercised forbearance as he knew about issues related to the City of Hickory and exactly what it is in their purview. They exercised tremendous forbearance with Mr. Sudderth, and with Mr. Shell last week up to 18 minutes almost. He commented that one of the things that they had been concerned about with this, and the reason for the so called three minute rule, was so that people won't use this as a platform to rail about things that Council can't do anything about.

Mr. Moone apologized for going beyond the three minute time. He advised he would close and skip over the rest of the parts about the Bill. He mentioned that there were things that they could do about this. Twelve cities in North Carolina, including Duck, Nags Head, Hillsboro, Greensboro, Winston Salem, Durham, Raleigh, Greenville and Wilmington have passed Resolutions with regard to House Bill 2. Three county commissions so far at least had done so as well. Mr. Moone advised he had talked to Alderman Zagaroli and others. He commented about the very good debate that Council had on this without Alderwoman Patton present for that debate, which she felt was an important issue before the City. He was not asking them for a Resolution to repeal HB2, though he would favor that. He asked Council to consider expressing the Hickory City Council's concern to our State Legislators that this legislation, which has no enforcement provisions in regard to the use of public accommodation, bathrooms, has serious potential to negatively impact the economy and future growth of Hickory and Catawba County. Furthermore, HB2 unnecessarily undermines local control and the conservative principal that the government closest to the people is best to determine local matters of public concern. He thought that a Resolution in which Council expressed their concern to the Legislature would be most appropriate. He commented if he sounded as if he were ranting, he apologized for that, because that was not his intent.

Mayor Wright advised that he did not say ranting he said railing.

Mr. Moone commented if he sounded like he was railing, he apologized for that for it was not his intent. His intent was to present facts about this Bill that had not come before this body before. He thanked Council for their forbearance.

Mayor Wright commented it may have not come before this body, but they had given people ample opportunity to speak, and all of them had been aware of the matters, the parts of HB2 that Mr. Moone referred to. He thought that Council had spoken about it, as clearly as they could, about where they stand on this. He pointed out that 12 municipalities had issued Resolutions and 558 had not. Three counties had issued Resolutions and 97 had not. It is not like we are out here alone saying this is something we don't believe we need to weigh in on, so does most everybody else in the State.

Alderman Tarlton commented that he had not heard from one constituent that wanted Council to do anything.

Alderwoman Patton advised that she had heard from quite a few that think they are making a mistake in not addressing the concerns. She was sure all of them had called their Representatives and heard what they had to say on the Bill. She thought that this Bill was negatively impacting our image, the economy and peoples' willingness to invest. She was hearing from people in other countries. That have visited other countries and are bringing back stories that people are laughing and in total dismay of what our State is doing.

Mayor Wright thanked Mr. Moone.

VI. Approval of Minutes

A. Regular Meeting of May 3, 2016

Alderman Lail moved, seconded by Alderman Seaver that the Minutes of May 3, 2016 be approved. The motion carried unanimously.

Mayor Wright announced that the motion was made by Alderman Lail seconded by Alderman Seaver 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 Tarlton moved, seconded by Alderman Seaver that the following be reaffirmed and ratified on second reading. The motion carried unanimously.

May 17, 2016

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

- A. Acceptance of the North Carolina Department of Transportation Municipal Maintenance Agreements. (First Reading Vote: Unanimous)
- B. Approval of a Supplemental Agreement with North Carolina Department of Transportation for the Roundabouts on Sandy Ridge Road at 21<sup>st</sup> Avenue NE and 29<sup>th</sup> Avenue Drive NE. (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 Alderwoman Patton approval of the Consent Agenda. The motion carried unanimously.

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

- A. Called for Public Hearing for Consideration of the City Manager's FY2016-2017 Recommended Budget. (Authorize Public Hearing for June 7, 2016, at 7:00 p.m. in Council Chambers of the Julian G. Whitener Municipal Building).
- B. Approved on First Reading Close-out Change Order Number 2 for the Sherwood Forest Sewer Project with Hickory Sand Company, Inc.

The Sherwood Forest sewer project included proposed construction of approximately 7,600 linear feet of 8-inch PVC or ductile iron sanitary sewer lines. Change order two with Hickory Sand Company, Inc. is for reconciliation of actual quantities used versus proposed design. The reduction of \$22,406 in the contract amount reflects the appropriate adjustment due to a balancing of all units. Change order two will result in a final construction price of \$697,745.50 and represents a 3.11 percent decrease to the original construction price. Staff recommends Council's approval of project close-out change order two for the Sherwood Forest sewer project with Hickory Sand Company, Inc. in the reduced amount of \$22,406.

- C. Approved on First Reading 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 21<sup>st</sup> Avenue NW over Horseford Creek.

In the 2014 inspection of the bridge located on 21<sup>st</sup> Avenue NW over Horseford Creek it was noted that the beams supporting the bridge deck were not performing as designed. The beams are made of a particular type of steel that is expected to form a dense coat of rust and not require painting or further maintenance. Instead of protecting the steel with the rust coating, the rust on the beams is flaking off and causing the beams to lose a portion of their load capacity. The best remedy for the situation is to clean and paint the affected ends of the beams. Because the bridge is over Horseford Creek, all materials involved in the cleaning and painting must be captured and removed from the site. Two bids were received for the project, R.E. Burns & Sons Co., Inc. submitted a bid for \$264,965 and Astron General Contracting Co., Inc. submitted a bid for \$163,440. Staff recommends approval of the contract with the low responsible bidder, Astron General Contracting Co., Inc. in the amount of \$163,440 for the repairs to the bridge on 21<sup>st</sup> Avenue NW over Horseford Creek.

- D. Approved the Acceptance of the 2016 Urgent Repair Program Grant and Approval of the Assistance and Procurement Policies.

In January 2016, the City of Hickory Community Development Division applied for funding through the North Carolina Housing Finance Agency's Urgent Repair Program. The City of Hickory has been awarded \$75,000 through this program in order to assist approximately ten very low income homeowners with urgently needed repairs in an amount not to exceed \$8,000 per housing unit. The City of Hickory will provide an additional \$5,000 in matching funds, which are available from Rental Rehabilitation program income. The total program budget will be \$80,000. NC Housing Finance Agency requires the City of Hickory to prepare Assistance and Procurement Policies. These policies must be made available to the public and explain the guidelines of the URP 16 program. The prepared policies incorporate program requirements, applicant eligibility standards, and program capabilities. Upon approval by Hickory City Council, these policies will be submitted along with additional required information to the NC Housing Finance Agency (NCHFA). Upon receipt and acceptance by NCHFA, funds will be dispersed to the City of Hickory in order to begin

repairs to eligible homes. Staff recommends City Council accept the 2016 Urgent Repair Program Grant and approve the Assistance and Procurement Policies.

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

The following requests were considered by the Citizens’ Advisory Committee at their regular meeting on May 5, 2016:

- Jennifer N. Starnes was approved for recommendation to City Council for first-time homebuyer’s assistance to purchase a house located at 159 12<sup>th</sup> Street Court SE, Hickory. She has requested \$5,000 for assistance with down payment and closing costs. The First-Time Homebuyers Assistance Loan is zero interest, no payments and repaid upon sale, refinance or payoff of first mortgage.
- Rosalyn Reinhardt, 721 7<sup>th</sup> Avenue Court SE, Hickory, was awarded a City of Hickory’s Housing Rehabilitation Loan. The Citizens’ Advisory Committee recommends approval for assistance not to exceed \$15,000 for repairs to her house. Assistance would be in the form of a zero percent interest deferred loan.
- Ronald & Gail Stoddart, 1206 10<sup>th</sup> Street NW, Hickory, were awarded a City of Hickory’s Housing Rehabilitation Loan. The Citizens’ Advisory Committee recommends approval for assistance not to exceed \$15,000 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 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. The Citizens’ Advisory Committee recommends approval of the aforementioned requests for assistance through the City of Hickory’s housing assistance programs.

- F. Approved the Request from Hickory Police Department to Award Police Badge and Service Weapon to Retiring Chief of Police Tom Adkins.

By authority of NC General Statute §20-187.2, City Council may award the service weapon (Glock Model 19-Serial #UWA998) and police badge to retiring Chief of Police Tom Adkins upon his retirement from Hickory Police Department on June 30, 2016 after completing 30 years of qualifying service with Hickory Police Department. Upon approval from City Council, the police badge and service weapon will be declared surplus and removed from the City’s fixed asset inventory.

- G. Approved on First Reading Budget Ordinance Amendment Number 23.

ORDINANCE NO. 16-20  
BUDGET ORDINANCE AMENDMENT NO. 23

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
General Government	35,000	-
Other Financing Uses	204,560	-
Transportation	-	86,560
Culture & Recreation	9,220	-
TOTAL	248,780	86,560

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

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	239,560	86,560
Miscellaneous Revenues	2,200	-
Sales and Services	7,020	-
TOTAL	248,780	86,560

SECTION 3. 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.

- H. Approved on First Reading Capital Project Ordinance Amendment Number 1.

ORDINANCE NO. 16-21  
CAPITAL PROJECT ORDINANCE AMENDMENT NO. 1

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 amendment 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
General Capital Project	18,000	-
TOTAL	18,000	0

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

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	18,000	-
TOTAL	18,000	0

SECTION 2. 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.

- I. Approved on First Reading Capital Project Ordinance Number 2.

ORDINANCE NO. 16-22  
CAPITAL PROJECT ORDINANCE NO. 2

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
General Capital Project	100,000	-
TOTAL	100,000	0

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

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	100,000	-
TOTAL	100,000	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.

- IX. Items Removed from Consent Agenda – None

- X. Informational Item

- XI. New Business:

- A. Public Hearings

- B. Departmental Reports:

- 1. Approved on First Reading Purchasing the Town of Long View Water Pump Station and Intake (PIN 2793-48-2212) in the Amount of \$401,852.55.

On March 10, 2014, City Council approved an Agreement to Purchase Water with the Town of Long View. A condition of the contract included the Lease of the Town of Long View Raw Water Pump Station and Intake property in the amount of \$1,500 per month, with a first right of refusal should the Town of Long View decide to sell the property. The Town of Long View has notified the Public Utilities Department of their desire to sell the property, structures, easements and rights of way associated with this facility. After negotiations between the Town of Long View and Public Utilities Staff the agreed amount was \$401,852.55. This offer is substantially reduced compared to the original asking price of the Town of Long

View, and is less than the 25 year lease payment value if paid in full. The Town of Long View will also purchase up to 2,500,000 gallons of water per day. The purchase of the pump station was not budgeted in the current budget and would need to be funded from Public Utilities Fund Balance. Staff recommends Council's approval to purchase the property and all rights of easement associated with the Town of Long View Raw Water Pump Station and Intake (PIN 2793-48-2212) in the amount of \$401,852.55. Staff requests Council's approval for the City Manager to execute the Offer to Purchase and Contract, and City Attorney John Crone to complete the transaction.

City Manager Mick Berry asked the City's Public Services Director Chuck Hansen to the podium to present the recommendation from Staff to approve the purchase of the Long View Water Pump Station and Intake in the amount of \$401,852.55.

Public Services Director Chuck Hansen presented a PowerPoint presentation. He referenced a 25 year Agreement with the Town of Long View which allowed them to be a bulk customer and have a right to purchase 2.5 million gallons of water a day from the City of Hickory. In that Agreement the City actually leased Long View's raw water intake site and station and it gave the City of Hickory the first right of refusal if they chose to sell that site. In January of 2016, Long View approached the City about that possibility and Staff had been working on that since that time. Mr. Hansen showed a map of the area pointing out the Pepsi Plant, US 321, the existing railroad track, LP Frans Stadium, Winkler Park, the subject property for the raw water pump station, and the intake station which goes out into the lake. He pointed out the access and advised of an easement across the property to the raw water intake, which was where the raw waterlines come away from it. He advised if you go back towards 321 there was a road access that came in along the railroad tracks. There were two ways into this property. One of them had their raw waterlines coming out of it.

Mr. Hansen discussed advantages to the City actually purchasing this property. It actually guarantees a right for another three million gallons of water coming out of the lake which is a Duke permitted intake. That gives the City additional volume in the future. It insures a long term contract with the City of Hickory for a bulk customer in terms of we own the intake. It also gains us some land along the lake and some access points to that. This raw water intake is actually higher in elevation of the lake than our existing intake is at the water plant. Through the water management program, Duke Energy, everything that had been worked on with our relicensing over the last ten years, part of that is essentially a plan to keep the water intakes covered in drought scenarios. The elevation of this intake helps protect our elevation of our existing intake too. There is a double benefit to that. Not only are they allowed some additional withdrawal for the future, it also helps insure some water is covered in the other intake. There are reasons to secure this piece of property. He referenced material in the agenda packet in which the Town of Long View and the City had discussions. He advised if the City continued on with the Lease Agreement, to lease it over the next 25 years, which would equate to approximately \$450,000. Long View had agreed to sell it to the City for \$401,852.55, which is less than the lease payments over that period of time. This was not a budgeted item and it would come out of the utility fund balance. If Council approved the purchase the budget amendment would be brought to them at their next meeting. Staff recommended Council's approval of the purchase, and allow Staff to work through the contract document, and authorize the City Manager to sign the contract, and the City Attorney to close and complete the transaction.

Alderman Guess asked if there were any immediate maintenance needs at this location.

Mr. Hansen advised nothing other than security (securing?) and maintaining what is there. Immediate dollars, no.

Alderman Seaver asked Mr. Hansen if he was asking Council to approve paying them to lease their intake.

Mr. Hansen responded no, we actually have a lease contract currently with them.

Alderman Seaver commented so we are going to change that and buy it.

Mr. Hansen advised they are wanting to sell that and we have the first right of refusal of that. In this case the City will be buying it for \$401,852.55. The lease payment over the 25 year period ends up being approximately \$450,000. It is less than the lease payments over time.

Alderman Tarlton asked who else would buy it.

Mr. Hansen replied he didn't know.

Alderman Lail commented that it is a good deal for the City. A private person could buy it, with that \$1,500 a month guaranteed from a credit tenant like the City, it would be worth a lot more than \$400,000.

Mr. Hansen confirmed that was correct. The other issues related to the intake itself, the volume associated with that. From an intake standpoint that sort of somewhat secures a long term bulk customer.

Alderman Guess asked would the City have to do anything in addition with employees related to this facility.

Mr. Hansen advised that they had closed their water plant which happened in a purchase two years ago. They had addressed that employee topic two years ago.

Alderman Seaver asked how much they averaged buying.

Mr. Hansen didn't know the amount on a monthly basis. He advised that they were nowhere near the limit.

Alderman Lail commented we were interconnected and we could finish that water at our plant across 321.

Mr. Hansen advised that would be a goal in the future. Right now this pumps to their mothballed water plant. There would have to be some work to make that happen. That would be some security for the City going in the long run.

Alderman Tarlton commented that we could pump it anywhere we want to. Right?

Mr. Hansen replied yes, we could pump it wherever we want to, but right now it pumps to where their water plant sits on the hill on the other side of the airport.

Alderman Tarlton asked where the citizens of Long View were getting their water.

Mr. Hansen advised from us. They buy bulk water from the City and they resale it to their customer and they maintain their own lines. That was the agreement that they put into place two years ago.

Alderman Seaver asked if the City was going to take their water plant.

Mr. Hansen stated no, we do not take their water plant, this is just the intake.

Alderman Tarlton asked if the City had the capacity to handle three more million gallons.

Mr. Hansen responded yes. In this case the City wouldn't be doing anything with that immediately, that is protection, that is what that is.

Mayor Wright commented we are just reserving two and a half million for that.

Mr. Hansen replied correct. They have a right to purchase two and a half million.

Mayor Wright commented we are now at about 15 million reserved out of 32 million.

Mr. Hansen responded approximately 14 something.

Mayor Wright commented as we get on with this at some point we need to start worrying about using up too much of that.

Mr. Berry commented that we would welcome that problem.

Mr. Hansen replied right now that would be a good problem.

Mayor Wright moved seconded by Alderman Zagaroli approval of the purchase and authorization of the City Manager to execute the Offer to Purchase and Contract,

and City Attorney John Crone to complete the transaction. The motion carried unanimously.

Mayor Wright announced that he moved, seconded by Alderman Zagaroli and the motion carried unanimously.

2. Appointments to Boards and Commissions

**CITIZEN'S ADVISORY COMMITTEE**

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)  
 Small Cities Project Area Paul Carswell Resigned 4-6-16  
 (moved out of the project area)

Alderman Guess nominated Lydia Doll as the Small Cities Project Area Representative, Citizen's Advisory Committee

**COMMUNITY RELATIONS COUNCIL**

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

**HICKORY REGIONAL PLANNING COMMISSION**

(Terms Expiring 6-30; 3-Year Terms With Unlimited Appointments)  
 (Appointed by City Council)  
 Burke County (Mayor to Nominate) VACANT Since 8-6-2008  
 Brookford (Mayor to Nominate) VACANT Since 6-2006

**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 Council)  
 At-Large (1) Mayor Appoints Jane Everson resigned 4-14-2016

**RECYCLING ADVISORY BOARD**

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

Alderman Lail moved seconded by Alderman Seaver approval of the above nomination(s). The motion carried unanimously.

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

C. Presentation of Petitions and Requests

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

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

Alderman Patton mentioned the Choral Society and the beach music that was held Under the Sails. Sunday was a wonderful success and very well attended and the music was greatly appreciated. They did a wonderful job.

Alderman Tarlton agreed, he had attended as well and it was a nice time.

Mayor Wright regrettably was not there, but he had heard some wonderful things about it.

Alderman Patton commented they were to be commended.

City Manager Mick Berry advised Council on the Consent Agenda they had called for the public hearing on the Manager's Recommended Budget for the next Council meeting. He advised Council that they had a physical, scaled down copy, and that it had been on the website for quite a while. Additional information would be added to it to receive certain recognitions, but the budget was available for the public to review and it would be formally presented to Council at their next meeting prior to holding the public hearing.

May 17, 2016

Alderman Lail commented that the City was running on 18 straight years of distinguished award for the budget presentation. He joked that the copy was a lot thinner than in years past. He knew that they didn't give out the award based on thickness.

Mr. Berry replied the one that will be submitted will contain more information. The copy contained all of the information that Council would need to know, the other information was the things that they recommend we do.

Mayor Wright interjected be careful of people telling you that is all you need to know.

Alderman Lail commented they wanted to keep the streak alive on the budget.

Mr. Berry commented they would. It was a lot to ask of the Finance Staff, because they were literally crunching the numbers up until a few days ago, for them to make copies of everything to give to Council. They just gave Council the real "meat" and would add the "potatoes" later.

Alderman Seaver joked if they weighed the document they could use heavy paper.

Mayor Wright advised that he had learned this week that Hickory had been Hickory Tavern, and then Hickory. It had been a product of a merger with Highland and Berryville. He thought with the name Berryville it had come full circle.

Alderman Seaver commented also West Hickory was a separate entity at one time.

Mayor Wright thought it was, but he didn't know that it was ever incorporated.

Alderman Zagaroli updated Council on the fire engine that he and Chief Fred Hollar found at the museum. They had taken it to the mechanical department and were restoring it, putting new tires on it, and benches in the back. He advised that he would probably bring a picture at the next meeting of the 1937 America LaFrance that actually Fred drove. The fire engine will be for usage in parades and promotions, it is a gorgeous machine, and we all will be proud of it.

Alderman Seaver asked if it would still have firefighting capability.

Alderman Zagaroli responded no. They would have a minion behind it that will help the firefighters.

Mayor Wright mentioned the jet flying around on Saturday. He advised that the City now owns a Prowler, which is a magnificent jet. The big wings on it fold over all the way back to the top of the cockpit when parked. It has what appears to be an antennae sticking out, much like an injured spider. He advised that only two are going into private aviation museums, at least at this point. They are very proud to have that. He commented there were thousands of people out there Saturday watching that plane come down. They put on quite a show.

Alderman Tarlton asked if it was a local pilot.

Mayor Wright commented no. He was flying his last flight, he was retiring too. The fire department was there doing the arch of water over the plane, and the symbolism that it was the plane's and the pilot's last flight. It was touching, a lot of kids there, a wonderful experience. He encouraged citizens to go out to the airport and look at the air force.

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

Mayor Wright moved that Council go into closed session to consult with the attorneys to discuss the items below, seconded by Alderman Seaver. The motion carried unanimously.

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

1. Approval of Closed Session Minutes of April 19, 2016 - NCGS §143-318.11(a)(1)
2. Discussion of Potential Litigation - NCGS §143-318.11(a)(3)

No action was taken upon return to open session.

XV. There being no further business, the meeting adjourned at 8:34 p.m.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**COUNCIL AGENDA MEMOS**

**To:** City Manager's Office  
**From:** Melissa Miller, Finance Officer  
**Contact Person:** Melissa Miller, Finance Officer  
**Date:** May 23, 2016  
**Re:** Write Offs for Fiscal Year 2015-2016

**REQUEST**

For City Council approval to write-off uncollectible accounts totaling \$270,466.64, in accordance with North Carolina General Statutes.

**BACKGROUND**

In accordance with the North Carolina General Statutes, a list of accounts to be written off is submitted for Council approval each year, in conjunction with the annual audit. A detailed list is included in the agenda packet.

**ANALYSIS**

North Carolina General Statutes establish all Street Assessments, Nuisance violations, and Property Taxes that are over ten (10) years old are no longer collectable and should be written off in conjunction with the annual audit. For the current fiscal year 2015-2016, there are \$3,721.28 in Street Assessments, and \$80,761.44 in unpaid Property Taxes which exceed the ten (10) 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 (18) 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 for FY 2014-2015.

Even though these accounts will be written off, the Finance Department will continue to pursue collection of the debts. All eligible accounts over \$50.00 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 NC State income tax refunds and NC State lottery winnings during this current fiscal year.

**RECOMMENDATION**

Staff recommends approval to write-off uncollectible accounts for Fiscal Year 2015-2016.

**BUDGET ANALYSIS:**

**Budgetary Action**

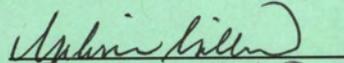
Is a Budget Amendment required?

Yes

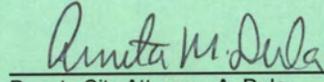
No

**LIST THE EXPENDITURE CODE:**

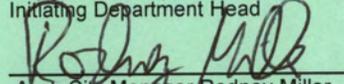
**Reviewed by:**

  
Initiating Department Head

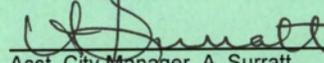
5-23-16  
Date

  
Deputy City Attorney, A. Dula

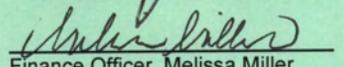
6-3-16  
Date

  
Asst. City Manager Rodney Miller

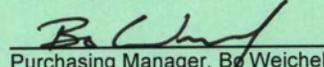
6-1-16  
Date

  
Asst. City Manager, A. Surratt

6/2/16  
Date

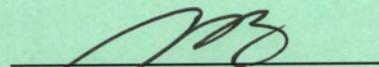
  
Finance Officer, Melissa Miller

5-23-16  
Date

  
Purchasing Manager, Bo Weichel

6-2-16  
Date

Recommended for approval and placement on June 7, 2016 Council agenda (as Consent, Public Hearing, Informational, Department Report, etc).

  
City Manager, M. Berry

\_\_\_\_\_  
Date

## Fiscal Year 2016 Write Offs

	<u>Account #</u>	<u>2016</u>	<u>2015</u>
<b><u>Fiscal Year 2006 Taxes:</u></b>			
Catawba County Real / Personal		\$31,508.93	\$26,470.36
Catawba County Vehicle		49,216.09	51,381.78
Burke County Real / Personal		0.00	0.00
Burke County Vehicle		36.42	104.50
Caldwell County Real/Personal		0.00	10,124.57
Caldwell County Vehicle		0.00	0.00
		<u>\$80,761.44</u>	<u>\$88,081.21</u>
<b><u>Property Taxes:</u></b>			
Profile Aviation Center	16973	<u>\$832.52</u>	<u>\$0.00</u>
		\$832.52	
<b><u>Airport - Rental Accounts</u></b>			
Profile Aviation Center	3991	\$71,387.53	
Visionaire Jets LLC	15844	<u>7,798.80</u>	<u>\$3,477.00</u>
		\$79,186.33	
<b><u>Building Contractors:</u></b>			
Darrell R Brown Architect	16778	<u>\$23.75</u>	<u>\$35.25</u>
		\$23.75	
<b><u>Civil Citations:</u></b>			
		\$4,824.00	\$7,800.00
<b><u>Code Enforcement Citations:</u></b>			
		\$0.00	\$3,950.00
<b><u>Demolitions:</u></b>			
Peeler, James Edgar	11610	\$4,250.00	
Willis, Lawrence W	12098	<u>2,332.40</u>	<u>\$0.00</u>
		\$6,582.40	
<b><u>FBO - Airport:</u></b>			
Cygnus Aero	15732	<u>\$17.95</u>	<u>\$460.56</u>
		\$17.95	
<b><u>Fire Permits:</u></b>			
Radio Shack #2375	6412	96.25	
S & S Construction Co Inc	11691	94.75	
Pancho Villa Mexican Restaurant	13946	81.25	
Storage Warrior	15460	96.25	
Mels Place	15647	80.00	
Club Blu	16159	81.25	
Lynbrooke Events	16347	80.00	
Foot Hills Shoe Repair	16607	25.00	
New Start Convenience Store	16699	94.75	
Odis Produce	16821	94.75	
A-1 Roofing	16874	140.25	
Whitfields	16875	96.25	
Cash and Go Cars LLC	17054	<u>140.25</u>	<u>\$803.25</u>
		\$1,201.00	

	<u>Account #</u>	<u>2016</u>	<u>2015</u>
<b><u>Insurance:</u></b>			
Health Insurance	14157	\$235.00	
		<u>\$235.00</u>	<u>\$7,963.70</u>
<b><u>Miscellaneous:</u></b>			
		\$0.00	\$502.28
<b><u>NSF Checks:</u></b>			
Cowans, Leslie A	12703	\$62.00	
McCorkle, Sandra	13131	42.26	
Ridgeview Laundromat	13419	119.75	
Huffman, Lauren	16619	41.00	
Hard Knocks Customs LLC	16643	163.25	
Martin, Sara R	16689	37.00	
Textbooks Haven Inc	16816	45.88	
Whitfield's By Design	17028	945.97	
Thomas, Jeffery	17099	49.00	
		<u>\$1,506.11</u>	<u>\$6,368.30</u>
<b><u>Nuisance - Code Enforcement:</u></b>			
		\$0.00	\$5,705.00
<b><u>Parking Fines:</u></b>			
		\$5,610.00	\$9,739.00
<b><u>Parking Rental:</u></b>			
		\$0.00	\$236.50
<b><u>Public Utilities:</u></b>			
Southern Communications	16596	\$675.00	
C & B Cable	16668	43.37	
		<u>\$718.37</u>	<u>\$10,007.53</u>
<b><u>Street Assessments:</u></b>			
Huffman, Terry	12532	\$2,013.75	
Parker, James	12533	\$436.52	
Parker, James	12534	\$445.19	
Kunkle, George	12535	825.82	
		<u>\$3,721.28</u>	<u>\$0.00</u>
<b><u>Utility Customers:</u></b>			
Utility terminations through 12/31/14		\$85,246.49	\$75,071.53
<b>Total Write Offs</b>		<b>\$270,466.64</b>	<b>\$220,201.11</b>

2

**COUNCIL AGENDA MEMOS**

Exhibit VIII.B.

**To:** City Manager's Office  
**From:** Fred Hollar, Fire Chief  
**Contact Person:** Fred Hollar, Fire Chief  
**Date:** May 24, 2016  
**Re:** Property Purchase at 3042 North Center Street, Hickory

**REQUEST:**

Approval requested to purchase property near Hickory Fire Station 6 at 3036 North Center Street and adjacent to 3042 North Center Street, PIN# 370416945696.

**BACKGROUND:**

The property located at 3042 North Center Street is located adjacent to a city-owned fire station. This property is at the rear of 3042 North Center Street. The City of Hickory Fire Department has expressed an interest in the property for future expansion of Fire Station 6 on North Center Street. This is a vacant lot, of which we would like to purchase .14 of an acre.

**ANALYSIS:**

The tax value of the entire vacant lot 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.

**RECOMMENDATION:**

Staff seeks 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.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE: 010-5300-527.71-01**

**Reviewed by:**

C. Fred Hollar

Initiating Department Head

5-24-16

Date

Aurata M. Dula

Deputy City Attorney, A. Dula

6-3-16

Date

Rodney Miller

Asst. City Manager Rodney Miller

6-1-16

Date

A. Surratt

Asst. City Manager, A. Surratt

6/2/16

Date

Melissa Miller

Finance Officer, Melissa Miller

6-3-16

Date

Bo Weichel

Purchasing Manager, Bo Weichel

6-2-16

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

3

**COUNCIL AGENDA MEMOS**

**To: City Manager's Office**  
**From: Dave Leonetti, Community Development Manager**  
**Contact Person: Dave Leonetti, Community Development Manager**  
**Date: May 23, 2016**  
**Re: Lease agreement with Richard Todd Mundy, Jr. for 1123 15<sup>th</sup> Street NE**

**REQUEST**

Consider a lease agreement with Richard Todd Mundy, Jr. to lease property owned by City of Hickory, located at 1123 15<sup>th</sup> Street NE.

**BACKGROUND**

This property is adjacent to the City's Public Services Complex. The City has rented this two bedroom home to city employees regularly since purchasing the home a number of years ago. Staff plans to continue renting the home until the property is needed for potential expansion of the Public Services Complex. Richard Todd Mundy, a Landscape Services Division employee, is interested in renting the home.

**ANALYSIS**

The terms for 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.

**RECOMMENDATION**

Staff recommends that City Council approve the attached lease agreement with Richard Todd Mundy Jr.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

Brian Frazier  
Initiating Department Head

5/23/16  
Date

Auntie M. Dula  
Deputy City Attorney, A. Dula

6-3-16  
Date

Rodney Miller  
Asst. City Manager Rodney Miller

6-1-16  
Date

A. Surratt  
Asst. City Manager, A. Surratt

6-2-16  
Date

Melissa Miller  
Finance Officer, Melissa Miller

6-3-16  
Date

Bo Weichel  
Purchasing Manager, Bo Weichel

6-2-16  
Date

\_\_\_\_\_  
Date

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

[Signature]  
City Manager, M. Berry

\_\_\_\_\_  
Date



#### 4. TENANT SECURITY DEPOSIT

The Security Deposit shall be administered in accordance with the North Carolina Tenant Security Deposit Act (N.C.G.S. § 42-50 et. seq.). IT MAY, IN THE DISCRETION OF THE LANDLORD, BE DEPOSITED IN AN INTEREST-BEARING ACCOUNT WITH THE BANK OR SAVINGS INSTITUTION NAMED ABOVE. ANY INTEREST EARNED UPON THE TENANT SECURITY DEPOSIT SHALL ACCRUE FOR THE BENEFIT OF, AND SHALL BE PAID TO, THE LANDLORD, OR AS THE LANDLORD DIRECTS. SUCH INTEREST, IF ANY, MAY BE WITHDRAWN BY LANDLORD OR AGENT FROM SUCH ACCOUNT AS IT ACCRUES AS OFTEN AS IS PERMITTED BY THE TERMS OF THE ACCOUNT.

Upon any termination of the tenancy herein created, the Landlord may deduct from the Tenant Security Deposit amounts permitted under the Tenant Security Deposit Act. If there is more than one person listed above as Tenant, Agent may, in Agent's discretion, pay any balance of the Tenant Security Deposit to any such person, and the other person(s) agree to hold Agent harmless for such action. If the Tenant's address is unknown to the Landlord, the Landlord may deduct any permitted amounts and shall then hold the balance of the Tenant Security Deposit for the Tenant's collection for a six-month period beginning upon the termination of the tenancy and delivery of possession by the Tenant. If the Tenant fails to make demand for the balance of the Tenant Security Deposit within the six-month period, the Landlord shall not thereafter be liable to the Tenant for a refund of the Tenant Security Deposit or any part thereof.

If the Landlord removes Agent or Agent resigns, the Tenant agrees that Agent may transfer any Tenant Security Deposit held by Agent hereunder to the Landlord or the Landlord's designee and thereafter notify the Tenant by mail of such transfer and of the transferee's name and address. The Tenant agrees that such action by Agent shall relieve Agent of further liability with respect to the Tenant Security Deposit. If Landlord's interest in the Premises terminates (whether by sale, assignment, death, appointment of receiver or otherwise), Agent shall transfer the Tenant Security Deposit in accordance with the provisions of North Carolina General Statutes § 42-54.

#### 5. TENANT'S OBLIGATIONS

Unless otherwise agreed upon, the Tenant shall:

- (a) use the Premises for residential purposes only and in a manner so as not to disturb the other tenants;
- (b) not use the Premises for any unlawful or immoral purposes or occupy them in such a way as to constitute a nuisance;
- (c) keep the Premises, including but not limited to all plumbing fixtures, facilities and appliances, in a clean and safe condition;
- (d) cause no unsafe or unsanitary condition in the common areas and remainder of the Premises used by him;
- (e) comply with any and all obligations imposed upon tenants by applicable building and housing codes;
- (f) dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner and comply with all applicable ordinances concerning garbage collection, waste and other refuse;

- (g) use in a proper and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, if any, furnished as a part of the Premises;
- (h) not deliberately or negligently destroy, deface, damage or remove any part of the Premises (including all facilities, appliances and fixtures) or permit any person, known or unknown to the Tenant, to do so;
- (i) pay the costs of all utility services to the Premises which are billed directly to the Tenant and not included as a part of the rentals, including, but not limited to, water, electric, telephone, and gas services;
- (j) conduct himself and require all other persons on the Premises with his consent to conduct themselves in a reasonable manner and so as not to disturb other tenants' peaceful enjoyment of the Premises; and
- (k) not abandon or vacate the Premises during the Initial Term or any renewals or extensions thereof. Tenant shall be deemed to have abandoned or vacated the Premises if Tenant removes substantially all of his possessions from the Premises.
- (l) notify Landlord immediately if roof leaks, water spots appear on ceiling, or at the first sign of termite activity. Tenants also agree to notify the Owners immediately upon first discovering any signs of serious building problems such as foundation cracks, a tilting porch, a crack in plaster, buckling drywall or siding, a spongy floor, a leaky water heater, etc.

## **6. LANDLORD'S OBLIGATIONS**

Unless otherwise agreed upon, the Landlord shall:

- (a) comply with the applicable building and housing codes to the extent required by such building and housing codes;
- (b) make all repairs to the Premises as may be necessary to keep the Premises in a fit and habitable condition; provided, however, in accordance with paragraph 10, the Tenant shall be liable to the Landlord for any repairs necessitated by the Tenant's intentional or negligent misuse of the Premises;
- (c) keep all common areas, if any, used in conjunction with the Premises in a clean and safe condition;
- (d) promptly repair all facilities and appliances, if any, as may be furnished by the Landlord as part of the Premises, including electrical, plumbing, sanitary, heating, ventilating, and air conditioning systems, provided that the Landlord, except in emergency situations, actually receives notification from the Tenant in writing of the needed repairs; and
- (e) within a reasonable period of time based upon the severity of the condition, repair or remedy any imminently dangerous condition on the Premises after acquiring actual knowledge or receiving notice of the condition. Notwithstanding Landlord's repair or remedy of any imminently dangerous condition, Landlord may recover from Tenant the actual and reasonable costs of repairs that are the fault of the tenant.

## **7. UTILITY BILLS/SERVICE CONTRACTS**

Landlord and Tenant agree that utility bills and service contracts ("Service Obligations") for the Premises shall be paid by the party indicated below as to each Service Obligation. The party agreeing to be responsible for payment of a Service Obligation agrees to timely pay

the applicable Service Obligation, including any metering, hook-up fees or other miscellaneous charges associated with establishing, installing and maintaining such utility or contract in that party's name. Within thirty (30) days of the Beginning Date of this Lease, Tenant shall provide Landlord with a copy of any requested information about any Service Obligation for which Tenant has agreed to be responsible. Any Service Obligation not designated below shall be the responsibility of Tenant unless the parties agree otherwise in writing.

Service Obligation	Landlord	Tenant	N/A
Sewer/Septic		X	
Water		X	
Electric		X	
Gas		X	
Telephone		X	
Trash disposal		X	
Landscaping		X	
Lawn Maintenance		X	

**8. SMOKE AND CARBON MONOXIDE ALARMS**

Pursuant to North Carolina General Statutes § 42-42, the Landlord shall provide operable smoke alarms, either battery-operated or electrical. If the Premises has a fossil-fuel burning heater, appliance, or fireplace, or an attached garage, the Landlord shall provide and install a minimum of one operable carbon monoxide alarm per level in the Premises, either battery operated or electrical. The Tenant shall notify the Landlord, in writing, of the need for replacement of or repairs to a smoke or carbon monoxide alarm. The Landlord shall replace or repair the smoke or carbon monoxide alarm within 15 days of receipt of notification if the Landlord is notified of needed replacement or repairs in writing by the Tenant. The Landlord shall ensure that a smoke or carbon monoxide alarm is operable and in good repair at the beginning of the Initial Term of the Tenancy.

The Landlord shall place new batteries in any battery-operated smoke or carbon monoxide alarms at the beginning of the Initial Term of the tenancy and the Tenant shall replace the batteries as needed during the tenancy, except where the smoke alarm is a tamper-resistant, 10-year lithium battery smoke alarm.

**9. RIGHT OF ENTRY**

Landlord hereby reserves the right to enter the Premises during reasonable hours for the purpose of (1) inspecting the Premises and the Tenant's compliance with the terms of this lease; (2) making such repairs, alterations, improvements or additions thereto as the Landlord may deem appropriate; and (3) showing the Premises to prospective purchasers or tenants. Landlord shall also have the right to display "For Sale" or "For Rent" signs in a reasonable manner upon the Premises.

**10. DAMAGES**

Tenant shall be responsible for and liable to the Landlord for all damage to, defacement of, or removal of property from the Premises whatever the cause, except such damage, defacement or removal caused by ordinary wear and tear, acts of the Landlord, his agent, or

of third parties not invitees of the Tenant, and natural forces. Tenant agrees to pay Landlord for the cost of repairing any damage for which Tenant is responsible upon receipt of Landlord's demand therefore, and to pay the Rent during the period the Premises may not be habitable as a result of any such damage.

#### **11. ALTERATIONS**

The Tenant shall not paint, mark, drive nails or screws into, or otherwise deface or alter walls, ceilings, floors, windows, cabinets, woodwork, stone, ironwork or any other part of the Premises or decorate the Premises or make any alterations, additions, or improvements in, to, on or about the Premises without the Landlord's prior written consent and then only in a workmanlike manner using materials and contractors approved by the Landlord. All such work shall be done at the Tenant's expense and at such times and in such manner as the Landlord may approve. All alterations, additions, and improvements upon the Premises, made by either the Landlord or Tenant, shall become the property of the Landlord and shall remain upon and become a part of the Premises at the end of the tenancy hereby created.

#### **12. OCCUPANTS**

The Tenant shall not allow or permit the Premises to be occupied or used as a residence by any person other than Tenant and the Permitted Occupants.

#### **13. TENANTS DUTIES UPON TERMINATION**

Upon any termination of the Tenancy created hereby, whether by the Landlord or the Tenant and whether for breach or otherwise, the Tenant shall: (1) pay all utility bills due for services to the Premises for which he is responsible and have all such utility services discontinued; (2) vacate the Premises removing therefrom all Tenant's personal property of whatever nature; (3) properly sweep and clean the Premises, including plumbing fixtures, refrigerators, stoves and sinks, removing therefrom all rubbish, trash, garbage and refuse; (4) make such repairs and perform such other acts as are necessary to return the Premises, and any appliances or fixtures furnished in connection therewith, in the same condition as when Tenant took possession of the Premises; provided, however, Tenant shall not be responsible for ordinary wear and tear or for repairs required by law or by paragraph 6 above to be performed by Landlord; (5) fasten and lock all doors and windows; (6) return to the Landlord all keys to the Premises; and (7) notify the Landlord of the address to which the balance of the Security Deposit may be returned. If the Tenant fails to sweep out and clean the Premises, appliances and fixtures as herein provided, Tenant shall become liable, without notice or demand, to the Landlord for the actual costs of cleaning (over and above ordinary wear and tear), which may be deducted from the Security Deposit as provided in paragraph 4 above.

#### **14. TENANT'S BREACH**

- (a) **Events Constituting Breach:** It shall constitute a breach of this Agreement if Tenant fails to:
- i. pay the full amount of rent herein reserved as and when it shall become due hereunder; or
  - ii. perform any other promise, duty or obligation herein agreed to by him or imposed upon him by law and such failure shall continue for a period of five (5) days from the date the Landlord provides Tenant with written notice of such failure.

In either of such events and as often as either of them may occur, the Landlord, in addition to all other rights and remedies provided by law, may, at its option and with or without notice to Tenant, either terminate this lease or terminate the Tenant's right to possession of the Premises without terminating this lease.

- (b) **Landlord's Right to Possession:** Regardless of whether Landlord terminates this lease or only terminates the Tenant's right of possession without terminating this lease, Landlord shall be immediately entitled to possession of the Premises and the Tenant shall peacefully surrender possession of the Premises to Landlord immediately upon Landlord's demand. In the event Tenant shall fail or refuse to surrender possession of the Premises, Landlord shall, in compliance with Article 2A of Chapter 42 of the General Statutes of North Carolina, reenter and retake possession of the Premises only through a summary ejectment proceeding.
- (c) **Summary Ejectment Fees:** If a summary ejectment proceeding is instituted against Tenant, in addition to any court costs and past-due rent that may be awarded, Tenant shall be responsible for paying Landlord the relevant Complaint-Filing Fee, Court Appearance Fee or Second Trial Fee in accordance with NC General Statutes §42-46.
- (d) **Acceptance of Partial Rent:** Tenant acknowledges and understands that Landlord's acceptance of partial rent or partial housing subsidy will not waive Tenant's breach of this Agreement or limit Landlord's rights to evict Tenant through a summary ejectment proceeding, whether filed before or after Landlord's acceptance of any such partial rent or partial housing subsidy.
- (e) **Termination of Lease:** In the event Landlord terminates this lease, all further rights and duties hereunder shall terminate and Landlord shall be entitled to collect from Tenant all accrued but unpaid rents and any damages resulting from the Tenant's breach.
- (f) **Termination of Tenant's Right of Possession:** In the event Landlord terminates the Tenant's right of possession without terminating this lease, Tenant shall remain liable for the full performance of all the covenants hereof, and Landlord shall use reasonable efforts to re-let the Premises on Tenant's behalf. Any such rentals reserved from such re-letting shall be applied first to the costs of re-letting the Premises and then to the rentals due hereunder. In the event the rentals from such re-letting are insufficient to pay the rentals due hereunder in full, Tenant shall be liable to the Landlord for any deficiency. In the event Landlord institutes a legal action against the Tenant to enforce the lease or to recover any sums due hereunder, Tenant agrees to pay Landlord reasonable attorney's fees in addition to all other damages.

## 15. LANDLORD'S DEFAULT; LIMITATION OF REMEDIES AND DAMAGES

Until the Tenant notifies the Landlord in writing of an alleged default and affords the Landlord a reasonable time within which to cure, no default by the Landlord in the performance of any of the promises or obligations herein agreed to by him or imposed upon him by law shall constitute a material breach of this lease and the Tenant shall have no right to terminate this lease for any such default or suspend his performance hereunder. In no event and regardless of their duration shall any defective condition of or failure to repair, maintain, or provide any area, fixture or facility used in connection with recreation or recreational activities, including but not limited to swimming pools, club houses, and tennis courts, constitute a material breach of this lease and the Tenant shall have no right to

terminate this lease or to suspend his performance hereunder. In any legal action instituted by the Tenant against the Landlord, the Tenant's damages shall be limited to the difference, if any, between the rent reserved in this lease and the reasonable rental value of the Premises, taking into account the Landlord's breach or breaches, and in no event, except in the case of the Landlord's willful or wanton negligence, shall the Tenant collect any consequential or secondary damages resulting from the breach or breaches, including but not limited to the following items: damage or destruction of furniture or other personal property of any kind located in or about the Premises, moving expenses, storage expenses, alternative interim housing expenses, and expenses of locating and procuring alternative housing.

#### **16. BANKRUPTCY**

If any bankruptcy or insolvency proceedings are filed by or against the Tenant or if the Tenant makes any assignment for the benefit of creditors, the Landlord may, at his option, immediately terminate this Tenancy, and reenter and repossess the Premises, subject to the provisions of the Bankruptcy Code (11 USC Section 101, et. seq.) and the order of any court having jurisdiction thereunder.

#### **17. TENANT'S INSURANCE; RELEASE AND INDEMNITY PROVISIONS**

- (a) Tenant shall be solely responsible for insuring any of his personal property located or stored upon the Premises upon the risks of damage, destruction, or loss resulting from theft, fire, storm and all other hazards and casualties. Regardless of whether the Tenant secures such insurance, the Landlord and his agents shall not be liable for any damage to, or destruction or loss of, any of the Tenant's personal property located or stored upon the Premises regardless of the cause or causes of such damage, destruction, or loss, unless such loss or destruction is attributable to the intentional acts or willful or wanton negligence of the Landlord.
- (b) The Tenant agrees to release and indemnify the Landlord and his agents from and against liability for injury to the person of the Tenant or to any members of his household resulting from any cause whatsoever except only such personal injury caused by the negligent, or intentional acts of the Landlord or his agents.

#### **18. FORM**

The Landlord and Tenant hereby acknowledge that their agreement is evidenced by this form contract which may contain some minor inaccuracies when applied to the particular factual setting of the parties. The Landlord and Tenant agree that the courts shall liberally and broadly interpret this lease, ignoring minor inconsistencies and inaccuracies, and that the courts shall apply the lease to determine all disputes between the parties in the manner which most effectuates their intent as expressed herein. The following rules of construction shall apply: (1) handwritten and typed additions or alterations shall control over the preprinted language when there is an inconsistency between them; (2) the lease shall not be strictly construed against either the Landlord or the Tenant; (3) paragraph headings are used only for convenience of reference and shall not be considered as a substantive part of this lease; (4) words in the singular shall include the plural and the masculine shall include the feminine and neuter genders, as appropriate; and (5) the invalidity of one or more provisions

of this lease shall not affect the validity of any other provisions hereof and this lease shall be construed and enforced as if such invalid provision(s) were not included.

**19. AMENDMENT OF LAWS**

In the event that subsequent to the execution of this lease any state statute regulating or affecting any duty or obligation imposed upon the Landlord pursuant to this lease is enacted, amended, or repealed, the Landlord may, at his option, elect to perform in accordance with such statute, amendment, or act of repeal in lieu of complying with the analogous provision of this lease.

**20. EMINENT DOMAIN AND CASUALTIES**

The Landlord shall have the option to terminate this lease if the Premises, or any part thereof, are condemned or sold in lieu of condemnation or damaged by fire or other casualty.

**21. ASSIGNMENT**

The Tenant shall not assign this lease or sublet the Premises in whole or in part.

**22. WAIVER**

No waiver or breach of any obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligation or obligation or promise.

**23. JOINT AND SEVERAL LIABILITY**

If there are multiple persons listed as Tenant, their obligations under this Agreement shall be joint and several.

**24. PETS**

Tenant agrees not to keep or allow anywhere on or about the Premises any animals or pets of any kind, including but not limited to, dogs, cats, birds, rodents, reptiles or marine animals.

**25. INSPECTION OF PREMISES**

Within three (3) days of occupying the Premises, Tenant has the right to inspect the Premises and complete a Move-in Inspection Form.

**26. NOTICE**

Any notices required or authorized to be given hereunder or pursuant to applicable law shall be mailed or hand delivered to the following addresses”

Tenant: the address of the Premises

Landlord: the address to which rental payments are sent.

**27. EXECUTION; COUNTERPARTS**

When the Tenant signs this lease, he acknowledges he has read and agrees to the provisions of this lease. This lease is executed in   2   (number) counterparts with an executed counterpart being retained by each party

**28. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing and signed by all parties.

TENANT:

~~\_\_\_\_\_~~  
Ashley Seitherman (SEAL)

Date: 5-24-16

~~\_\_\_\_\_~~ (SEAL)

Date: 5-24-16

LANDLORD:

\_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_

Approved as to form

Annita M. Dula  
City of Hickory – Legal Dept.

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

\_\_\_\_\_  
City of Hickory  
Finance Officer

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

(ii)  Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i)  Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

(ii)  Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

(c) RTM JR ADL Lessee has received copies of all information listed above.

(d) ADL RTM JR. Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (initial)**

(e) N/A Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor	Date	Lessor	Date
<u>Ashley J. Herman</u>	<u>5-21-16</u>	<u>RTM JR</u>	<u>5-21-16</u>
Lessee	Date	Lessee	Date
Agent	Date	Agent	Date

**To: City Manager's Office**

**From: Library – Sarah Greene, Library Director**

**Contact Person: Sarah Greene**

**Date: 5-24-2016**

**Re: Discarded library materials deleted from database**

**REQUEST**

To surplus 400 discarded children's books and donate these materials to Hickory Public Schools for summer programs.

**BACKGROUND**

The library regularly removes items from its collection due to limited space or because the items are out of date, in poor condition, or no longer needed to meet the collection development goals of the library.

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.

**ANALYSIS**

The discarded materials are no longer needed for our library collection. Hickory Public Schools is developing a program to deliver books directly to children in the community. They are hoping to reach children who have limited access to books and who, because of limited transportation or for other reasons, may not be able to visit a library.

However, they have indicated that they have a limited budget for purchasing materials and have requested donations of any discarded children's books to supplement their collection. The HPS program will support the public library's mission by encouraging reading among preschool and elementary aged children.

**RECOMMENDATION**

Staff recommends that the discarded library materials be surplus and given to Hickory Public Schools.

**BUDGET ANALYSIS:**

**Budgetary Action**

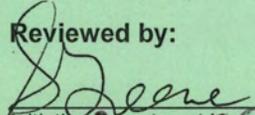
Is a Budget Amendment required?

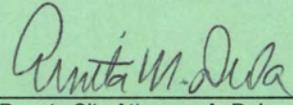
Yes

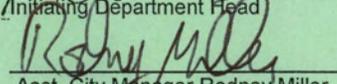
No

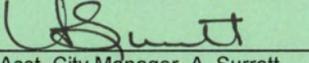
**LIST THE EXPENDITURE CODE:**

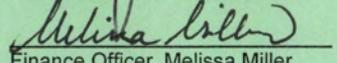
**Reviewed by:**

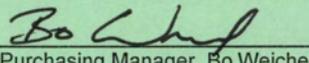
  
Initiating Department Head  
5/24/16  
Date

  
Deputy City Attorney, A. Dula  
6-3-16  
Date

  
Asst. City Manager Rodney Miller  
6-1-16  
Date

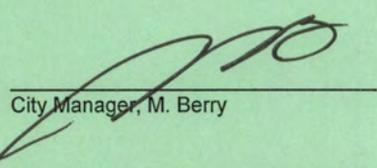
  
Asst. City Manager, A. Surratt  
6/2/16  
Date

  
Finance Officer, Melissa Miller  
6-3-16  
Date

  
Purchasing Manager, Bo Weichel  
6-2-16  
Date

\_\_\_\_\_  
Date

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

  
City Manager, M. Berry

\_\_\_\_\_  
Date  
Date

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.

Adopted this the 7<sup>th</sup> day of June, 2016.

City of Hickory

By: \_\_\_\_\_  
Rudy Wright, Mayor

ATTEST:

\_\_\_\_\_  
Debbie D. Miller, City Clerk

Approved as to form this 3<sup>rd</sup> day of June, 2016

  
\_\_\_\_\_  
Deputy City Attorney for the City of Hickory

**COUNCIL AGENDA MEMOS****To: City Manager's Office****From: Chief Tom Adkins****Contact Person: Chief Tom Adkins****Date: 05/23/2016****Re: Purchase of 60 Handheld Radios**

**REQUEST:** Hickory Police Department requests approval to purchase 60 radios from Loudoun Communications at a total cost of \$120,066.00.

**BACKGROUND:** The purchase of the Harris XG-25P handheld radios is necessary to ensure reliable communications between interagency emergency personnel in order to more efficiently and safely serve the public. These handheld radios will allow Hickory Police Department to communicate with other agencies using the North Carolina Voice Interoperability Plan for Emergency Responders (VIPER) system.

**ANALYSIS:** 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 handheld radio that meets the needs of the department by having the following requirements: 700/800 MHz Digital Trunking P25 Phase 1 and 2 Compliance, Conventional Analog 700/800 MHz, OpenSky, and AES Encryption. These radios will allow the department to communicate between Federal, State, and agencies, as well as within the agency. From active shooter events to more mundane interagency assistance and everything in between, officers, deputies, firefighters, and EMS personnel should be able to more seamlessly communicate to each other while maintaining the City of Hickory's local control over the police department infrastructure. These portable handheld radios should meet the needs of the department for the next five to seven years, allowing for the states move to both 700 and 800MHz as well as Phase 2 P25 compliance.

**RECOMMENDATION** This purchase was not competitively bid due to Loudoun 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 \$120,006.00. Funds are in the line item budget for this purchase.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

Tom Adkins  
Tom Adkins

5/23/16

Date

Initiating Department Head

Rodney Miller  
Asst. City Manager Rodney Miller

6-1-16

Date

Melissa Miller  
Finance Officer, Melissa Miller

6-3-16

Date

Amata M. Dula  
Deputy City Attorney, A. Dula

6-3-16

Date

A. Surratt  
Asst. City Manager, A. Surratt

6-2-16

Date

Bo Weichel  
Purchasing Manager, Bo Weichel

6-2-16

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



**Sales Proposal**

5680 Stitcher Court  
 Douglasville GA 30134  
 Phone: (770) 948-9566  
 Fax: (770) 948-9532

**Two-Way Radios \* Data Communications \* 911 Consoles \* Sirens**

By: \_\_\_\_\_ Email: \_\_\_\_\_ Date: 5/4/2016 No: LC- 6548

Qty	Model	Description	Price ea.	Total
60	DPXG-PB78B	XG-25P, 764-870, SCAN PORTABLE	\$761.49	\$45,689.40
60	DP-NC7A	1/2 WAVE ANTENNA	\$22.50	\$1,350.00
60	DP-PKGNT	OPENSKY AND P25 TRUNKING FEATURE	\$888.00	\$53,280.00
60	DP-PL7M	AES ENCRYPTION	\$366.30	\$21,978.00
60	DP-PL7Z	512 SYSTEMS/GROUPS	\$0.01	\$0.60
60	DP-PA3R	2400 MAH LI-ION BATTERY	\$59.20	\$3,552.00
60	DP-CH4G	SINGLE CHARGER	\$88.80	\$5,328.00
60	DP-HC7P	BELT CLIP	\$14.80	\$888.00
60	TRADE IN	Radio Refresh Program per radio traded in	(\$200.00)	(\$12,000.00)

**Quotation To:**  
 Company: Hickory Police Dept  
 Address: 347 2nd Ave SW  
  
 Hickory NC 28602  
 Attn: Charles Sexton  
 Email: CSexton@hickorync.gov  
 Phone: (828) 261-2641  
 Fax:

Equipment	\$120,066.00
Sales Tax	\$0.00
Installation	\$0.00
Deposit	\$0.00
<b>Total Sale</b>	<b>\$120,066.00</b>

(Pricing valid for 30 days from proposal date)  
 (Shipping may be additional if not included in Proposal)



HARRIS CORPORATION

RF Communications Division  
221 Jefferson Ridge Parkway  
Lynchburg, VA 24501  
phone 1-434-455-6600

www.harris.com

October 16, 2014

Hickory Police Department  
Attn: Mr. David Bliss  
347 2<sup>nd</sup> Avenue SW  
Hickory, NC 28602

Re: Loudoun Communications, Inc.

Mr. Bliss:

This letter hereby indicates that Loudoun Communications, Inc. is an authorized Harris Corporation Public Safety and Professional Communications Channel Partner, Warranty Service Provider and is authorized to sell and service Harris products.

Loudoun Communications, Inc. is the only authorized Harris Channel Partner assigned to provide sales and service support to the Hickory Police Department and Catawba County, NC. This assignment was made by Harris effective January, 2012 and does not have an end date. If this status should change at some point in the future you will be notified by Harris in writing. Orders for Harris service, equipment and associated accessories should be placed through Loudoun Communications, Inc.

Best Regards,

A handwritten signature in black ink that reads "Geno Viviano".

Geno Viviano  
Director, Indirect Channels  
Harris Corporation, RF Communications Division

## COUNCIL AGENDA MEMOS

6  
**To: City Manager's Office**  
**From: Chief Tom Adkins**  
**Contact Person: Lisa Drum**  
**Date: 05/24/2016**  
**Re: JAG 2016 Grant**

**REQUEST:** Hickory Police Department requests approval to apply for the 2016 Justice Assistance Grant to purchase an Oculus System and DARE supplies to administer an education and prevention program in the Hickory Public Schools fifth and sixth grade classes.

**BACKGROUND:** 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.

**ANALYSIS:** 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 current surveillance system being used is over 11 years old and its technology has become antiquated and unreliable. The purchase of the Oculus Plug N Play system will allow investigators to once again gather valuable evidence for the prosecution of violent gun and drug offenders in our community. 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.

**RECOMMENDATION** 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.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

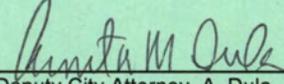
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**LIST THE EXPENDITURE CODE:**

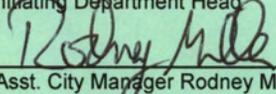
**Reviewed by:**

  
Tom Adkins  
Initiating Department Head

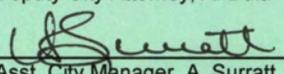
5/24/16  
Date

  
Deputy City Attorney, A. Dula

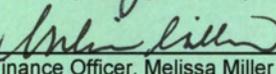
6-3-16  
Date

  
Asst. City Manager Rodney Miller

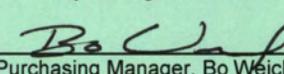
6-1-16  
Date

  
Asst. City Manager, A. Surratt

6/2/16  
Date

  
Finance Officer, Melissa Miller

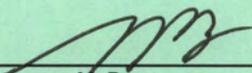
6-3-16  
Date

  
Purchasing Manager, Bo Weichel

6-2-16  
Date

\_\_\_\_\_  
Date

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

  
City Manager, M. Berry

\_\_\_\_\_  
Date

**Lisa Drum**

---

**From:** owner-bvp-list@ojp.usdoj.gov on behalf of Justice, BJA [bja.justice@usdoj.gov]  
**Sent:** Monday, May 16, 2016 4:05 PM  
**Subject:** Fiscal Year (FY) 2016 Local Edward Byrne Memorial Justice Assistance Grant (JAG) Program announcement

The Bureau of Justice Assistance (BJA) is pleased to announce that FY 2016 Local JAG Program funding information is now available and appears on the [BJA JAG web page](#).

**Please note that this email is being sent to a large group of potential Local JAG applicants and does not necessarily confirm your jurisdiction's eligibility under the FY 2016 Local JAG Program.**

Eligible jurisdictions under FY 2016 Local JAG are limited to units of local government appearing on the [FY 2016 Local JAG Allocations list](#). Please verify your eligibility, and **if eligible**, review the associated [FY 2016 Local JAG solicitation](#) and submit an application for funding through the Office of Justice Program's (OJP) [Grants Management System \(GMS\)](#) **by 8:00 p.m. Eastern on Thursday, June 30, 2016.**

Please contact the [GMS Help Desk](#) at 1-888-549-9901 (Option 3) prior to the deadline if you experience any technical difficulties with submission. Applications must be submitted by the stated deadline, regardless of whether the 30 day governing body review requirement has been satisfied. BJA will hold applications prior to processing until the 30 day governing body review requirement has been met OR will attach a withholding of funds special condition to the award until the governing body requirement has been satisfied.

For questions related to the JAG solicitation, please contact the National Criminal Justice Reference Service (NCJRS) Response Center: toll-free at 1-800-851-3420; via TTY at 301-240-6310 (hearing impaired only); email [grants@ncjrs.gov](mailto:grants@ncjrs.gov); fax to 301-240-5830; or web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday. You may also contact your [State Policy Advisor](#).

Listed below are all jurisdictions in the state that are eligible for FY 2016 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the updated JAG Technical report here: <http://www.bjs.gov/content/pub/pdf/jagp15.pdf> and current JAG Frequently Asked Questions here: <https://www.bja.gov/Funding/JAGFAQ.pdf>  
Finding your jurisdiction:

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Eligible individual allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (\*) under the "Eligible Individual Allocation" column did not submit the level of violent crime data to qualify for direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a part with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
NC	ALAMANCE COUNTY	County	\$11,152	
NC	BURLINGTON CITY	Municipal	\$35,891	\$47,043
NC	BUNCOMBE COUNTY	County	\$11,248	
NC	ASHEVILLE CITY	Municipal	\$43,902	\$55,150
NC	CATAWBA COUNTY	County	\$12,113	
NC	HICKORY CITY	Municipal	\$18,907	\$31,020
NC	CLEVELAND COUNTY	County	*	
NC	SHELBY CITY	Municipal	\$13,683	\$13,683
NC	CUMBERLAND COUNTY	County	\$47,427	
NC	FAYETTEVILLE CITY	Municipal	\$108,795	\$156,222
NC	DAVIDSON COUNTY	County	*	
NC	THOMASVILLE CITY	Municipal	\$11,504	\$11,504
NC	DURHAM COUNTY	County	*	
NC	DURHAM CITY	Municipal	\$160,260	\$160,260
NC	FORSYTH COUNTY	County	\$23,682	
NC	WINSTON-SALEM CITY	Municipal	\$149,909	\$173,591
NC	GASTON COUNTY	County	\$17,016	
NC	GASTONIA CITY	Municipal	\$46,274	\$63,290
NC	GUILFORD COUNTY	County	\$13,299	
NC	GREENSBORO CITY	Municipal	\$139,398	56
NC	HIGH POINT CITY	Municipal	\$51,818	\$204,515

**STATE OF NORTH CAROLINA**

**COUNTY OF CATAWBA COUNTY**

**KNOW ALL BY THESE PRESENT**

**INTERLOCAL AGREEMENT  
BETWEEN THE COUNTY OF CATAWBA AND CITY OF HICKORY**

**2016 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

THIS AGREEMENT is made and entered into this 21st day of June, 2016, by and between THE COUNTY of CATAWBA, acting by and through its County Manager, hereinafter referred to as COUNTY, and the CITY of HICKORY, acting by and through its City Manager, hereinafter referred to as CITY, both of Catawba County, State of North Carolina, witnesseth:

**WHEREAS**, this Agreement is made under the authority of North Carolina General Statutes 153A-211, 160A-288: and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

**WHEREAS**, we are certified as a disparate jurisdiction by JAG definitions, and each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

**WHEREAS**, the CITY agrees to provide the COUNTY \$12,113, representing the COUNTY direct JAG allocation, the CITY direct allocation is \$18,907 of TOTAL \$31,020 joint eligible allocation JAG funds: and

**WHEREAS**, the COUNTY and CITY believe it to be in their best interests to reallocate the JAG funds.

**NOW THEREFORE, the COUNTY and CITY agree as follows:**

**Section 1.**

CITY agrees to pay COUNTY a total of \$12,113 in JAG funds.

**Section 2.**

County agrees to use \$12,113 JAG funding for the purchase of AED's. CITY agrees to use \$18,907 JAG funding for the purchase of an Oculus System and DARE supplies.

**Section 3.**

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the North Carolina Tort claims Act.

**Section 4.**

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the North Carolina Tort claims Act.

**Section 5.**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 6.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 7.**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

**Section 8.**

Lisa Drum from CITY in cooperation with Susan Branch from COUNTY are authorized to act as agents for the managers for purposes of submitting the application online. The CITY will serve as the applicant/fiscal agent for these joint funds.

CITY OF HICKORY, NORTH CAROLINA

COUNTY OF CATAWBA, NORTH CAROLINA

\_\_\_\_\_  
Mick Berry, City Manager

\_\_\_\_\_  
J. Thomas Lundy, County Manager

ATTEST:  
  
\_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_

**THIS INSTRUMENT** has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

Date: \_\_\_\_\_

\_\_\_\_\_  
Robert Miracle, Director of Finance

Date: 6/3/16 \_\_\_\_\_

*Melissa Miller*  
Melissa Miller, Finance Officer

**APPROVED AS TO FORM:**

Date: \_\_\_\_\_

\_\_\_\_\_  
Debra Bechtel, County Attorney

Date: \_\_\_\_\_

\_\_\_\_\_  
Arnita Dula, Deputy City Attorney

To: City Manager's Office  
From: Dave Leonetti, Community Development Manager  
Contact Person: Dave Leonetti, Community Development Manager  
Date: May 24, 2016  
Re: Approve CDBG Funding Agreement with City of Refuge Community Development Center, Inc.

#### REQUEST

Approve attached agreement between the City of Hickory and City of Refuge Community Development Center, 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 City of Refuge Community Development Center to ensure that all applicable federal regulations are met. Funds will be used to provide support for staff support to an afterschool program that primarily serves low to moderate income students.

#### ANALYSIS

City of Refuge Community Development Center has requested and been approved for funding in the amount of \$3,200.00 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 afterschool program services to low and moderate income youth.

#### RECOMMENDATION

Staff recommends approval of the attached CDBG funding agreement between the City of Hickory, North Carolina and City of Refuge Community Development Center, Inc.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

**Brian M. Frazier** BMF 5-24-16  
Initiating Department Head Date

Robyn M. Wood 6-1-16  
Asst. City Manager, W. Wood Date

Melissa Miller 6-3-16  
Finance Officer, Melissa Miller Date

Bo Weichel 6-2-16  
Purchasing Manager, Bo Weichel Date

Amrita M. Dula 6-3-16  
Deputy City Attorney, A. Dula Date

M. Bennett 6-2-16  
Asst. City Manager, A. Surratt Date

\_\_\_\_\_  
Administrative Services Director Date  
M. Bennett

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

M. Berry  
City Manager, M. Berry

\_\_\_\_\_  
Date

# SUBRECIPIENT AGREEMENT

## AGREEMENT BETWEEN THE CITY OF HICKORY AND CITY OF REFUGE COMMUNITY DEVELOPMENT CENTER, 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 City of Refuge Community Development Center, 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 City of Refuge Afterschool 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 City of Refuge will provide an afterschool tutorial program three days per week in the Ridgeview community and targeted to low and moderate income students. The intention is to not only help them master their work in the classroom, but create a safe haven and teach them life lessons in problem solving, communication, teamwork, perseverance and conflict resolution. The objective will be designed to provide youth with a comprehensive academic assistance program where students are given educational material based on grade level and curriculum requirements that are needed to fulfill promotional policy. The program will be offered three days per week from approximately 3:30PM to 6:00PM. The Services will be provided at the Brown Penn Senior Center located at 735 3<sup>rd</sup> Street SW, 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 an afterschool program to low and moderate income students.

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	25 individuals assisted during the school 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 1<sup>st</sup> day of July 2016 and end on the 30th day of June 2016. 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>3,200</u>
Fringe	<u>0</u>
Office Space (Program only)	<u>0</u>
Utilities	<u>0</u>
Communications	<u>0</u>
Reproduction/Printing	<u>0</u>
Supplies and Materials	<u>0</u>
Mileage	<u>0</u>
Audit	<u>0</u>
Other (Specify)	<u>0</u>

CDBG Subrecipient Agreement  
 City of Hickory and City of Refuge Community Development Center, Inc.

Indirect Costs (Specify)	_____ 0
TOTAL	\$ <u>3,200</u>

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

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$3,200. 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: <a href="mailto:dleonetti@hickorync.gov">dleonetti@hickorync.gov</a>	Angela Heard, Afterschool Coordinator City of Refuge 724 South Center Street Hickory, NC 28602 (828) 328-3264 Email: <a href="mailto:heardangela39@yahoo.com">heardangela39@yahoo.com</a>

**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 if required by law.

### 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,

CDBG Subrecipient Agreement

City of Hickory and City of Refuge Community Development Center, Inc.

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

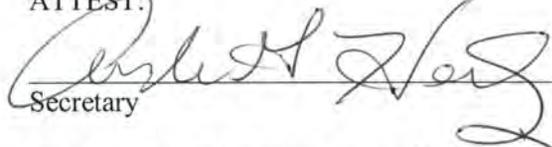
ATTEST:

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Debbie D. Miller, City Clerk

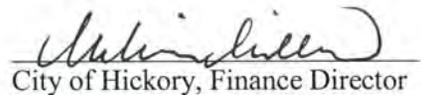
**CITY OF REFUGE COMMUNITY DEVELOPMENT CENTER, INC.**

  
\_\_\_\_\_  
President

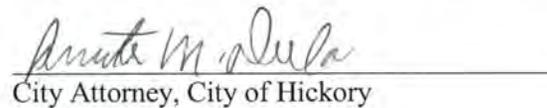
ATTEST:

  
\_\_\_\_\_  
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

**To:** City Manager's Office  
**From:** Dave Leonetti, Community Development Manager  
**Contact Person:** Dave Leonetti, Community Development Manager  
**Date:** May 24, 2016  
**Re:** Approve CDBG Funding Agreement with Exodus Outreach Foundation, Inc.

#### **REQUEST**

Approve attached agreement between the City of Hickory and Exodus Outreach Foundation, 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 Exodus Outreach Foundation to ensure that all applicable federal regulations are met. Funds will be used to provide support to provide transportation and employment services at Exodus Homes, which provides support to homeless and previously incarcerated persons with substance abuse issues.

#### **ANALYSIS**

Exodus Outreach Foundation 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 and previously incarcerated individuals with substance abuse issues.

#### **RECOMMENDATION**

Staff recommends approval of the attached CDBG funding agreement between the City of Hickory, North Carolina and Exodus Outreach Foundation, Inc.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

**Brian M. Frazier** BMF 5-24-16  
Initiating Department Head Date

[Signature] 6-1-16  
Asst. City Manager, W. Wood Date

[Signature] 6-3-16  
Finance Officer, Melissa Miller Date

[Signature] 6-2-16  
Purchasing Manager, Bo Weichel Date

Deputy City Attorney, A. Dula Date

[Signature] 6/2/16  
Asst. City Manager, A. Surratt Date

Administrative Services Director Date  
M. Bennett

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

[Signature]  
City Manager, M. Berry

\_\_\_\_\_  
Date

# SUBRECIPIENT AGREEMENT

## AGREEMENT BETWEEN THE CITY OF HICKORY AND EXODUS OUTREACH FOUNDATION, 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 Exodus Outreach Foundation, 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 Employment Services for Homeless Recovering People Project in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

#### **Program Delivery**

Activity #1      Subrecipient will provide supportive housing for people in recovery from drug and alcohol addiction. The mission of the agency is to help recovering addicts and alcoholics maintain their sobriety, learn new skills, and become productive, contributing members of society. The Sub-Recipient works to keep families together or reunite them after separation has occurred. The Sub-Recipient reaches out to individuals leaving prison and helps them reintegrate back into mainstream society. The Sub-Recipient will help residents become gainfully employed, access all necessary social/medical/legal services, provide clinically sound recovery programming, transportation, life skills training, recreation, and opportunities for spiritual growth. The Sub-Recipient will enhance the effectiveness of resident employment by using CDBG funds to fund an Employment Coordinator staff position, Transportation Coordinator, Transportation Aides and Case Managers. The Employment Coordinator will be responsible to work with new residents to help them with all tasks related to obtaining a full time job. This position will transport new residents to support agencies to help them access services they need before they are employed, research current job openings, and build relationships with employers in the community. The Employment Coordinator will organize

materials new or unemployed residents will need to be employable or to apply for jobs. This position will work with the Vocational Services Program and provide office support when available and as needed. Services will be provided at the Exodus Homes Offices at 122 8<sup>th</sup> Street Drive SW, 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. The program will meet this objecting through the provision of employment and transportation services to persons with substance abuse issues.

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	120 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 1<sup>st</sup> day of July 2016 and end on the 30th day of June 2017. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

**III. BUDGET**

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

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

**IV. PAYMENT**

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

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

**V. NOTICES**

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

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

Grantee

Subrecipient

David Leonetti, CD Manager

Susan Walker, Assistant Executive Director

CDBG Subrecipient Agreement

City of Hickory and Exodus Outreach Foundation, Inc.

City of Hickory  
 PO Box 398  
 Hickory, NC 28603  
 Phone: (828) 323-7414  
 Email: [dleonetti@hickorync.gov](mailto:dleonetti@hickorync.gov)

Exodus Homes  
 PO Box 3311  
 Hickory, NC 28603  
 (828) 962-8196  
 Email: [revsusanwalker@gmail.com](mailto:revsusanwalker@gmail.com)

## VI. SPECIAL CONDITIONS

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

## VII. GENERAL CONDITIONS

### A. General Compliance

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

### B. “Independent Contractor”

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

### C. Hold Harmless

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

### D. Workers’ Compensation

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

### E. Insurance & Bonding

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

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

F. Grantee Recognition

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

G. Amendments

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

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

H. Suspension or Termination

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

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

In accordance with 2 CFR part 200, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion

of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

## VIII. ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

#### 1. Accounting Standards

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

#### 2. Cost Principles

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

### B. Documentation and Record Keeping

#### 1. Records to be Maintained

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

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

#### 2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims,

audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

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

4. Disclosure

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

5. Close-outs

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

6. Audits & Inspections

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

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel

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

E. Use and Reversion of Assets

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

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

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

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

## X. PERSONNEL & PARTICIPANT CONDITIONS

### A. Civil Rights

#### 1. Compliance

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

#### 2. Nondiscrimination

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

#### 3. Land Covenants

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

#### 4. Section 504

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

### B. Affirmative Action

#### 1. Approved Plan

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

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

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

3. Access to Records

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

4. Notifications

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

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

3. “Section 3” Clause

a. Compliance

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

EXODUS HOMES, INC.  
Dr. Ric Vandett  
President

ATTEST:

Emme Sellers  
Secretary

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

Cheri Miller  
City of Hickory, Finance Director

This instrument has been approved as to form.

Amutha M. Dula  
City Attorney, City of Hickory

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COUNCIL AGENDA MEMOS

To: City Manager's Office  
From: Dave Leonetti, Community Development Manager  
Contact Person: Dave Leonetti, Community Development Manager  
Date: May 24, 2016  
Re: Approve CDBG Funding Agreement with Hickory Soup Kitchen, Inc.

**REQUEST**

Approve attached agreement between the City of Hickory and Hickory Soup Kitchen, 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 the Hickory Soup Kitchen to ensure that all applicable federal regulations are met. Funds will be used to provide support to staff at the Soup Kitchen to ensure that they are able to provide hot meals and food pantry services to those in need.

**ANALYSIS**

The Hickory Soup Kitchen 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 nutritional services to the City of Hickory's homeless and/or low-income community.

**RECOMMENDATION**

Staff recommends approval of the attached CDBG funding agreement between the City of Hickory, North Carolina and Hickory Soup Kitchen, Inc.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

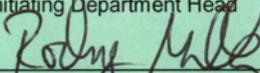
Yes

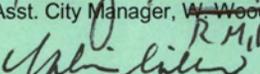
No

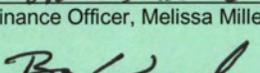
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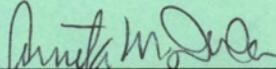
**Reviewed by:**

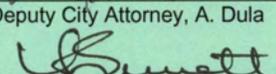
Brian M. Frazier  5-24-16  
 Initiating Department Head Date

Rodney Miller  6-1-16  
 Asst. City Manager, W. Wood Date

Melissa Miller  6-3-16  
 Finance Officer, Melissa Miller Date

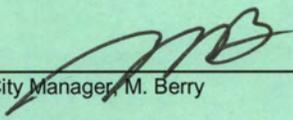
Bo Weichel  6-2-16  
 Purchasing Manager, Bo Weichel Date

A. Dula  6-3-16  
 Deputy City Attorney, A. Dula Date

A. Surratt  6/2/16  
 Asst. City Manager, A. Surratt Date

\_\_\_\_\_  
 Administrative Services Director Date  
 M. Bennett

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 THE HICKORY SOUP KITCHEN 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 Hickory Soup Kitchen (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 Hickory Soup Kitchen 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      The Hickory Soup Kitchen will provide one hot meal to individuals in need at lunch time Monday through Friday. Meals will be provided at 110 2<sup>nd</sup> Street Place SE. In addition, the Hickory Soup Kitchen will continue to offer bags of groceries to persons in need as food is available.

##### 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 meals and food bank services to homeless and extremely low income individuals.

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	6,000 meals per month	72,000 meals 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 1<sup>st</sup> day of July 2016 and end on the 30th day of June 2017. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

**III. BUDGET**

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

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: <a href="mailto:dleonetti@hickorync.gov">dleonetti@hickorync.gov</a>	Austin Pearce, Exec. Director Hickory Soup Kitchen PO Box 1431 Hickory, NC 28603 (828) 327-4828 Email: <a href="mailto:hickorysoup@embarqmail.com">hickorysoup@embarqmail.com</a>

**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 Rule: 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,

CDBG Subrecipient Agreement  
City of Hickory and Hickory Soup Kitchen

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

HICKORY SOUP KITCHEN, INC.

*Margaret Freeman*  
President

ATTEST:

*Carrie Keys*  
Secretary

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

*Milton Miller*  
City of Hickory, Finance Director

This instrument has been approved as to form.

*Anita M. Perez*  
City Attorney, City of Hickory

**COUNCIL AGENDA MEMOS**

**To: City Manager's Office**  
**From: Community Appearance Commission**  
**Contact Person: Cal Overby, Planning & Development Department**  
**Date: May 26, 2016**  
**Re: Community Appearance, Landscape Incentive Grant Guidelines and Grant Scoring Criteria Changes**

**REQUEST**

The Community Appearance Commission requests City Council consideration of proposed changes to the operating guidelines for the City's Community Appearance and Landscape Incentive Grant programs, and the grant scoring criteria.

**BACKGROUND**

Over the past several months the Community Appearance Commission has worked to revise the guidelines and scoring criteria for consideration and approval of grants under the City's Community Appearance and Landscape Incentive Grant programs. This effort was undertaken after receiving feedback from City Council and staff.

**ANALYSIS**

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 has 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.

The recommended changes are outlined on Exhibits A, B, and C which are attached.

**RECOMMENDATION**

During its May 23, 2016 meeting, the Community Appearance Commission discussed the findings of its recommended changes to the grant programs' operating guidelines. After discussion the Community Appearance Commission voted unanimously (6-0) to recommend approval of the proposed changes.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

Brian Frazier

Interim Department Head

5/26/2016

Date

Amrita M. Dula  
Deputy City Attorney, A. Dula

6-3-16

Date

Rodney Mills  
Asst. City Manager, W. Wood

6-1-16

Date

A. Surratt  
Asst. City Manager, A. Surratt

6/2/16

Date

Melissa Miller  
Finance Officer, Melissa Miller

6-3-16

Date

Bo Weichel  
Purchasing Manager, Bo Weichel

6-2-16

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

**EXHIBIT A**

## City of Hickory Community Appearance Grant Application Packet

The Community Appearance Grant program is financed by the Hickory City Council and administered by the Community Appearance Commission (CAC). Each grant application will be evaluated by city staff and the CAC for eligibility and merit according to the procedures set forth in the program guidelines. The purpose of the Community Appearance Grant is to:

- Improve the appearance of building facades in the Urban Revitalization Area;
- Encourage improved design and building character in the Urban Revitalization Area;
- Encourage investment in the Urban Revitalization Area; and
- Promote the beautification of Hickory and the importance of the City's history.

**Eligibility:**

- The owner ***and/or tenant*** of a non-residential building located within the Urban Revitalization Area, as designated by City Council and shown on the attached map.
- Maximum of one grant per property will be awarded within any one fiscal year. Furthermore, recipients of grants are not eligible to receive additional grant funding in the two fiscal years following approval unless specifically waived by majority vote of the commission.
- ~~***Tenants requesting grants must have the property owner's written permission (notarized) on the application form.***~~

**Guidelines:**

- Grants are given up to a 50-50 matching basis for a maximum amount of \$5,000.00 per application. Grants awards are distributed after work on the project is completed, reviewed, and paid project bills are submitted. No after-the-fact applications are eligible.
- All projects must be completed within 120 days from the contract signing. The CAC and the City Council must approve any extension. Paid receipts must be submitted to the City within 30 days of completion.
- Projects of extraordinary impact on the community and of exceptional architectural merit may be considered for funding in excess of the \$5000 ceiling with the majority recommendation of the CAC and approval of the City Council.
- Applications involving property(s) with direct visibility along major or minor thoroughfares will be given priority over other applications.
- Applications where the private investment represents more than 51% of the total investment (public and private funds) will be given priority over other applications.
- Applications must propose improvements that change the outward appearance of structures in a manner which dramatically improves the appearance of the property.
- Applications supplementing or aligning with public initiatives will be given special consideration.

**EXHIBIT A**

- Applications for building improvements that contain features that have identifiable longevity (masonry and similar items) will be given priority over other applications.
- Applications for projects involving businesses that have an identified long-term presence in the community will be given priority over applications which involve speculative ventures.
- Rehabilitation of existing structures should respect the architectural integrity of the structure and its historic significance. The Secretary of Interior’s Standards for Rehabilitation should be used as guidelines in making this determination for historic properties. (Available for viewing in the office or may be purchased at [www.gpoaccess.gov](http://www.gpoaccess.gov) and is currently \$4.00)
- Any improvements that have been made through this grant program may not be removed from the property for a minimum of two years.
- Any proposal for an exterior renovation, including façade rehabilitation and the replacement of an inappropriate sign is eligible for funding. Top priority will be given to projects which make a highly visible contribution to the Urban Revitalization Area. See **Examples of Eligible Activities** below for a list of eligible projects.
- All proposals will be evaluated in terms of compliance with existing ordinances and plans, including (where applicable):
  - Land Development Code;
  - NC State Fire Code;
  - Americans with Disabilities Act;
  - North Carolina State Building Code; and
  - Secretary of the Interior’s Standards for Historic Preservation and Rehabilitation.

**Grant Application Process:**

- Potential applicants must meet with the grant administrator for a pre-application conference to determine whether the proposed project meets the program guidelines. Contact Cal Overby, Principal Planner at 828.323.7487.
- The owner **and/or tenant** must complete and return the application form and required attachments to the Planning Department. See **Required Attachments** for list.
- A complete application must be received before consideration is given. Once the application is deemed complete by city staff, the CAC has 90 days in which to make a decision. If a decision is not made within that time, the application will be deemed to be denied. ***Denials may be appealed to the Hickory City Council. Appeals must be made in writing to the City Clerk within 10 days of the denial.***
- If approved by the CAC, an agreement/contract will be prepared by the City and must be signed prior to the commencement of work. No after-the-fact applications are eligible.
- Upon project completion, the applicant must notify the Planning Department. A staff person will visit the site and certify that the work has been completed per the agreement.
- After the work has been completed and verified, copies of all paid invoices must be submitted to the City. Once the staff has reviewed the invoices, a reimbursement check will be

**EXHIBIT A**

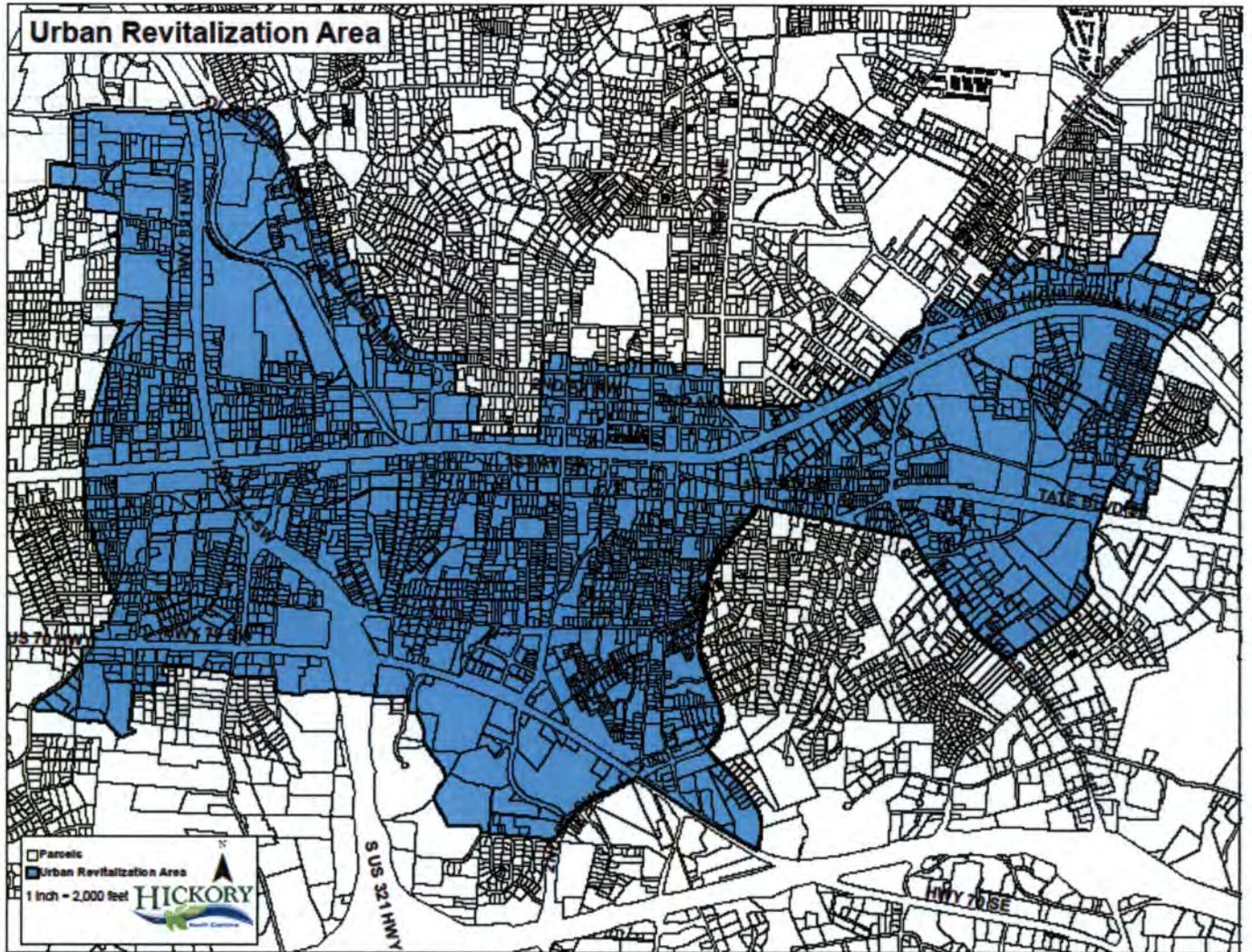
processed and sent to the applicant. If there is a question or discrepancy about the project or the eligibility for reimbursement, the staff will present the issue to the CAC for their review and decision. The CAC has the right to deny reimbursement based on appearance issues. Denials may be appealed to the Hickory City Council. Appeals must be made in writing to the City Clerk within 10 days of the denial.

**Examples of Eligible Activities:**

- Exterior facade improvements, appropriate to the architectural style of the building, including:
  - doors
  - windows
  - detail painting
  - rehabilitation of features
  - repointing brick and mortar
- Bicycle access and storage improvements.
- Placement of period lighting or street furniture
- Awnings, but not including lettering or advertising materials (signs).
- Removal of inappropriate additions to existing structures and non-compliant signs may qualify if the overall appearance is enhanced.
- Demolition of existing structure provided that the area is either landscaped to improve the appearance or a building permit has been obtained for new development of the site prior to submitting receipts for payment. Structure to be demolished must be deemed unrepairable and considered to be an eyesore.
- Appropriate and safe cleaning of building that does not damage the exterior surface. Removal of paint is acceptable, however pitting of brick, breaking up of mortar, and sandblasting is not acceptable.
- Painting an existing painted surface; however, colors must be appropriate to the period and architectural style.
- Repair or replacement of extensively deteriorated or missing parts of storefronts where there are surviving prototypes such as transoms, kick plates, and pilasters.
- Other rehabilitation activities may be eligible for a grant if they are determined to be in compliance with the Secretary of the Interior's Standards for Historic Preservation and Rehabilitation or the Design Review Guidelines of the Hickory Historic Preservation Commission.

**Ineligible Activities:**

- Routine repair and maintenance activities.
- Replacement of broken windows.
- Improvements which offer no additional aesthetic value.
- Parking area improvements or upgrades.



### Community Appearance Grant Application Form

**Project Location Address:** \_\_\_\_\_

**Applicant's Name:** \_\_\_\_\_

\_\_\_\_\_

**Applicant's Mailing Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Telephone:** Day: \_\_\_\_\_ Mobile: \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

**Property Owner's Name** (if not the Applicant): \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Telephone:** Day: \_\_\_\_\_ Mobile: \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Total Estimated Project Cost \$** \_\_\_\_\_

**Grant Request Amount \$** \_\_\_\_\_

**EXHIBIT A**

**Required Attachments**

- Property Deed or Lease
- Color photographs of the existing site or project area
- A plan (drawing) of the site showing the exact location of proposed improvements
- A detailed list of the materials to be used
- A detailed project narrative that fully explains how the application meets the grant guidelines; and
- Two cost estimates/bids.** Cost estimates must be from two different companies or individuals who are capable of performing the proposed work as outlined.

**Certification by *Applicant and Owner***

I have completed the enclosed application and attached the items requested above. ~~I have informed the owner of the project prior to obtaining his/her signature on this application.~~ I have been adequately informed of the requirements of this grant (including eligible and ineligible activities) and the process for review of my application.

I understand that the grant money will only apply for approved work that is completed in accordance with the information I have provided in this grant application. Additional work that may be done on site but that is not described in this application will not be reimbursed.

**Applicant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Owners Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Owners signature must be notarized)

**NORTH CAROLINA  
CATAWBA COUNTY**

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

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT B**

## City of Hickory Landscape Incentive Grant Program Application Packet

The Landscape Incentive Grant program is financed by the Hickory City Council and administered by the Community Appearance Commission (CAC). Each grant application will be evaluated by city staff and the CAC for eligibility and merit according to the procedures set forth in the program guidelines. The purpose of the Landscape Incentive Grant Program is to:

- Improve the appearance of privately-owned, non-residential properties through landscaping;
- Encourage property owners to plant trees along major roadway corridors;
- Promote the beautification of the City through tree planting along major roadway corridors; and
- Encourage investment in the environment and aesthetics of the City.

**Eligibility:**

- The owner ***and/or tenant*** of non-residential property located along a city or state-owned road outside of the public right-of-way.
- A Maximum of one grant per property will be awarded within any one fiscal year. Furthermore, recipients of grants are not eligible to receive additional grant funding in the two fiscal years following approval unless specifically waived by majority vote of the commission.
- ***Tenants must have the owner's written permission (notarized) on the grant application.***

**Examples of Eligible Activities:**

- Trees and shrubs planted in or around parking lots and/or buildings;
- Street trees;
- Outside benches and patio areas open to the general public;
- The cost for any improvements or landscaping that are required under the Land Development Code are not eligible.

**Guidelines:**

- Grants are given on a 50-50 matching basis for a maximum of \$2500.00 per application. Grant awards are distributed after work on the project is completed, reviewed, and paid project bills submitted. No after-the-fact applications are eligible.
- All proposals must be in compliance with the City of Hickory Zoning Ordinance. Projects on Lenoir-Rhyne Boulevard, NC 127, or Springs Road must meet the approved plans of NC Department of Transportation.
- All projects must be completed within 120 days from the contract signing. The CAC and the City Council must approve any extension. Paid receipts must be submitted to the City within 30 days of completion.
- Applications involving property(s) with direct visibility along major or minor thoroughfares will be given priority over other applications.

**EXHIBIT B**

- Applications where the private investment represents more than 51% of the total investment (public and private funds) will be given priority over other applications.
- Applications must propose improvements that change the landscape of properties in a manner which dramatically improves the appearance of the property.
- Applications supplementing or aligning with public initiatives will be given special consideration.
- Applications for landscape improvements that contain features that have identifiable longevity (trees, perennial plants, etc.) will be given priority over other applications.
- Applications for projects involving businesses that have an identified long-term presence in the community will be given priority over applications which involve speculative ventures.
- All improvements made pursuant to this grant program must be replaced, at no cost to the City, if damaged or if plantings die.
- The staff or CAC may require that a soil test be completed prior to submitting an application. Soil tests are performed for free by the NC Cooperative Extension Agency/Catawba County Agricultural Center. Call (828) 465-8240 for more information.

**Landscape Incentive Grant Application Process**

- Potential applicants must meet with the grant administrator or a member of the CAC for a pre-application meeting to discuss the proposed project and determine if it meets the requirements and guidelines established herein. (Contact Cal Overby at 323-7487)
- The owner ***and/or tenant*** must complete and return the enclosed application with the required attachments to the Planning Department (See **Required Attachments**). Only fully-completed applications will be considered by the CAC.
- The CAC will have 90 days to review a completed application and make a decision. If a decision is not made within that time the application will be deemed to be denied. ***Denials may be appealed to the Hickory City Council. Appeals must be made in writing to the City Clerk within 10 days of the denial.***
- If approved by the CAC, an agreement/contract will be prepared by the City and must be signed prior to the commencement of work. No after-the-fact applications are eligible.
- Upon project completion, the applicant must notify the Planning Department. A staff person will visit the site and certify that the work has been completed per the agreement.
- After the work has been completed and verified, copies of all paid invoices must be submitted to the City. Once the staff has reviewed the invoices, a reimbursement check will be processed and sent to the applicant. If there is a question or discrepancy about the project or the eligibility for reimbursement, the staff will present the issue to the CAC for their review and decision. The CAC has the right to deny reimbursement based on appearance issues. Denials may be appealed to the Hickory City Council. Appeals must be made in writing to the City Clerk within 10 days of the denial.
- The City of Hickory Landscape Ordinance and Tree Preservation Handbook provides listings of suitable trees and shrubs. Applicants are strongly encouraged to use environmentally-friendly

**EXHIBIT B**

landscaping such as stormwater run-off gardens, vegetation native to the Western Piedmont of North Carolina, wildlife-friendly vegetation, and drought-tolerant planting. Further information on native plant material and environmentally-friendly landscaping may be obtained at the Catawba County Agricultural Extension or on their website: ([www.ces.ncsu.edu/catawba/env/water](http://www.ces.ncsu.edu/catawba/env/water)).

**Ineligible Activities**

- Improvements which offer no additional aesthetic value.
- Parking area improvements or upgrades.
- Landscape or similar improvements which are required under the City's Land Development Code.

### Landscape Incentive Grant Application Form

PROJECT LOCATION: \_\_\_\_\_

APPLICANT'S NAME: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: Day: \_\_\_\_\_ Cell: \_\_\_\_\_

E-mail address: \_\_\_\_\_

OWNER'S NAME (if not the Applicant): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: Day: \_\_\_\_\_ Cell: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Total Estimated Project Cost \$ \_\_\_\_\_

Grant Request Amount \$ \_\_\_\_\_

**EXHIBIT B**

**Required Attachments**

This information must be clearly presented and include enough detail to enable the staff and the CAC to accurately evaluate the application. Applications will be held without review until all information is received. Additional information may be required if necessary to fully explain the proposed project.

- Property Deed or Lease;
- Color photographs of the existing site or project area;
- A plan (drawing) of the site showing the exact location of proposed plantings and improvements;
- A detailed list of the types and sizes of plant materials to be used;
- A detailed project narrative that fully explains how the application meets the grant guidelines; and
- Two cost estimates/bids.** Cost estimates must be from two different companies or individuals who are capable of performing the proposed work as outlined.

**Certification by *Applicant and Owner***

I have completed the enclosed application and attached the items requested above. ~~***I have informed the owner of the project prior to obtaining his/her signature on this application.***~~ I have been adequately informed of the requirements of this grant (including eligible and ineligible activities) and the process for review of my application.

I understand that the grant money will only apply for approved work that is completed in accordance with the information I have provided in this grant application. Additional work that may be done on site but that is not described in this application will not be reimbursed.

***Applicant Signature:*** \_\_\_\_\_ ***Date:*** \_\_\_\_\_

Owners Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Owners signature must be notarized)

**NORTH CAROLINA  
CATAWBA COUNTY**

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

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Applicant: Property Address:		Grant Type: Landscape / Community Appearance	
Category	Low (1 Point)	Medium (3 Points)	High (6 Points)
<b>Visibility</b>	The improvement will not be readily visible from public street.	The improvement will be readily visible from public street.	The improvement will be readily visible from an entrance corridor, high traffic public street or other high traffic area (park, community center).
<b>Value</b>	Average or lower value. Meets minimum criteria for owner match.	A good deal. Supports a large owner investment.	Supplements high public or private investment, donations, or matching funds. Is an exceptional value.
<b>Impact – Landscape Grant</b>	Adds to one aspect of the property, such as front entrance or parking lot.	Improves the overall property appearance significantly.	Changes the entire look of the property with dramatic impact.
<b>Impact – Community Appearance Grant</b>	Improves an aspect of the property other than façade or design of the building.	Improves building façade or overall property appearance significantly.	Improves building design and character. Changes the entire look of the property. <del>with dramatic impact.</del> <b>Incorporates materials or other details that are contextually appropriate and well designed.</b>
<b>Alignment</b>	Within Urban Revitalization Area.	Within Urban Revitalization Area and is an historical structure.	Within Urban Revitalization Area and complements Inspiring Spaces, or another City or Regional initiative or program.
<b>Longevity</b>	2-5 years Example: flowers, paint, land-clearing.	6-15 years Example: shrubs, roofing, awnings, facial renovations	16+ years Example: trees, masonry repairs, structural renovation
<b>Viability</b>	Improves a property having risky long-term business viability.	Improves a structure with proven short-term (1-3 year) business viability, or low-risk long-term viability.	Improves a structure with proven long-term (4 year +) business viability.
<b>Category Totals</b>	0 to 13 Points	14 to 19 Points	20+ Points
<b>Category Minimums</b>		2L + 4M	5M + 1H
<b>Grant Category Scores</b>			
<b>Overall Grant Score</b>			

**COUNCIL AGENDA MEMOS****To:** City Manager's Office**From:** Planning & Development Services Department – Cal Overby, Principal Planner**Contact Person:** Cal Overby, Principal Planner**Date:** May 26, 2016**Re:** Call for Public Hearing for the Consideration of Rezoning Petition 16-03**REQUEST**

Call for public hearing for the consideration of Rezoning Petition 16-03. The public hearing would be held on June 21, 2016.

**BACKGROUND**

Hilton Materials, LLC has petitioned for the rezoning of approximately 8.09 acres (325,400.4 ft<sup>2</sup>) of property located at 1360 11<sup>th</sup> 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* 5/26/2016  
Initiating Department Head Date

Auntie M. Dula 6-3-16  
Deputy City Attorney, A. Dula Date

Rodney Milk 6-1-16  
Asst. City Manager, W. Wood Date

A. Surratt 6-2-16  
Asst. City Manager, A. Surratt Date

Melissa Miller 6-3-16  
Finance Officer, Melissa Miller Date

M. Bennett           
~~Administrative Services Director~~ ~~Date~~  
M. Bennett

Bo Weichel 6-2-16  
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 11<sup>th</sup> 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 ft<sup>2</sup>).

**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 ft<sup>2</sup> 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 11<sup>th</sup> 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 21<sup>st</sup> 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 11<sup>th</sup> 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 11<sup>th</sup> 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 11<sup>th</sup> 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 11<sup>th</sup> 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:**

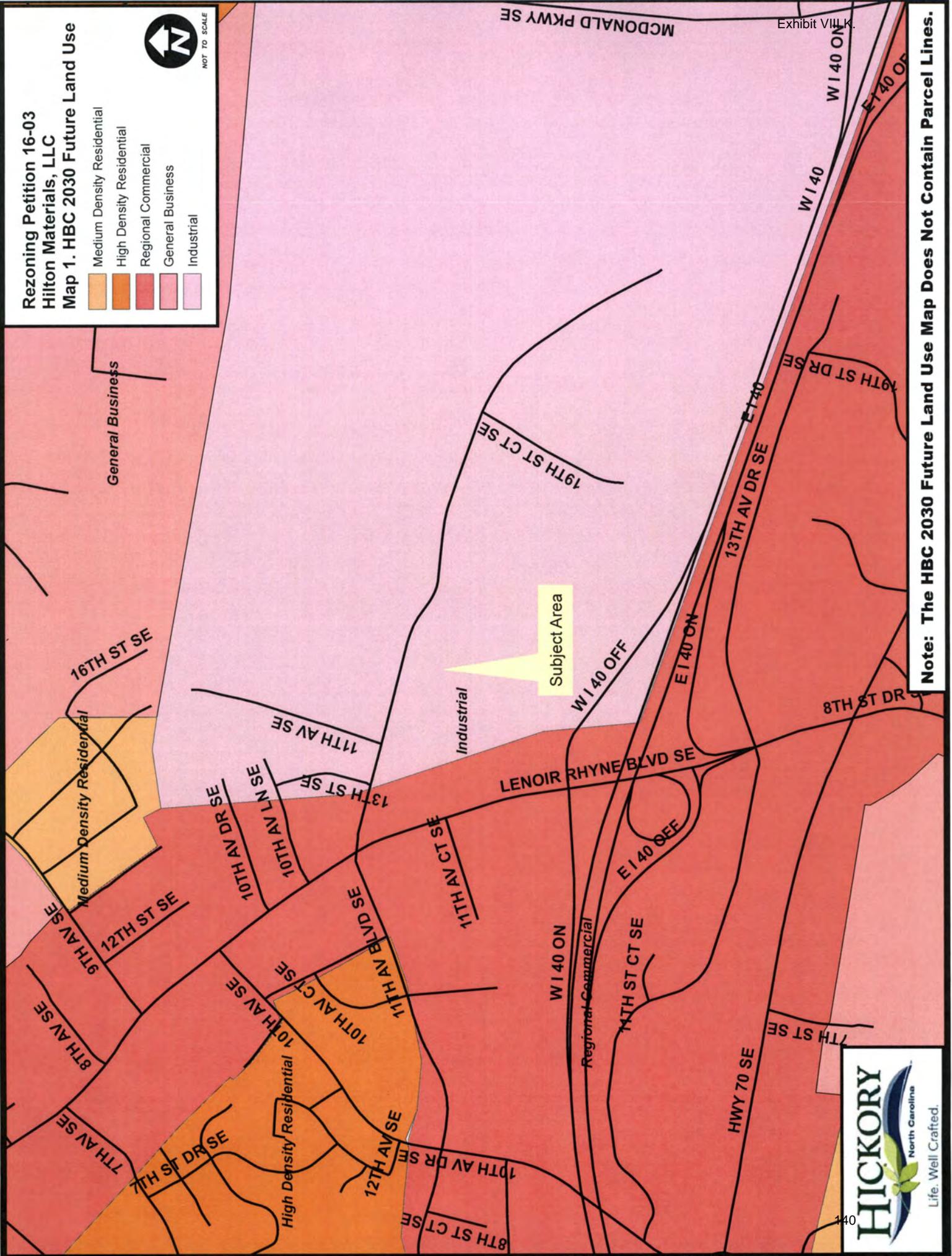
The Hickory Regional Planning Commission conducted a public hearing on May 25, 2016 to consider the petition. During the public hearing the owner and the owner's agent spoke in favor of the petition, while no one spoke in opposition. Upon closing the public hearing, the Hickory Regional Planning Commission 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



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







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



Exhibit VIII

Google Earth

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

© 2016 Google

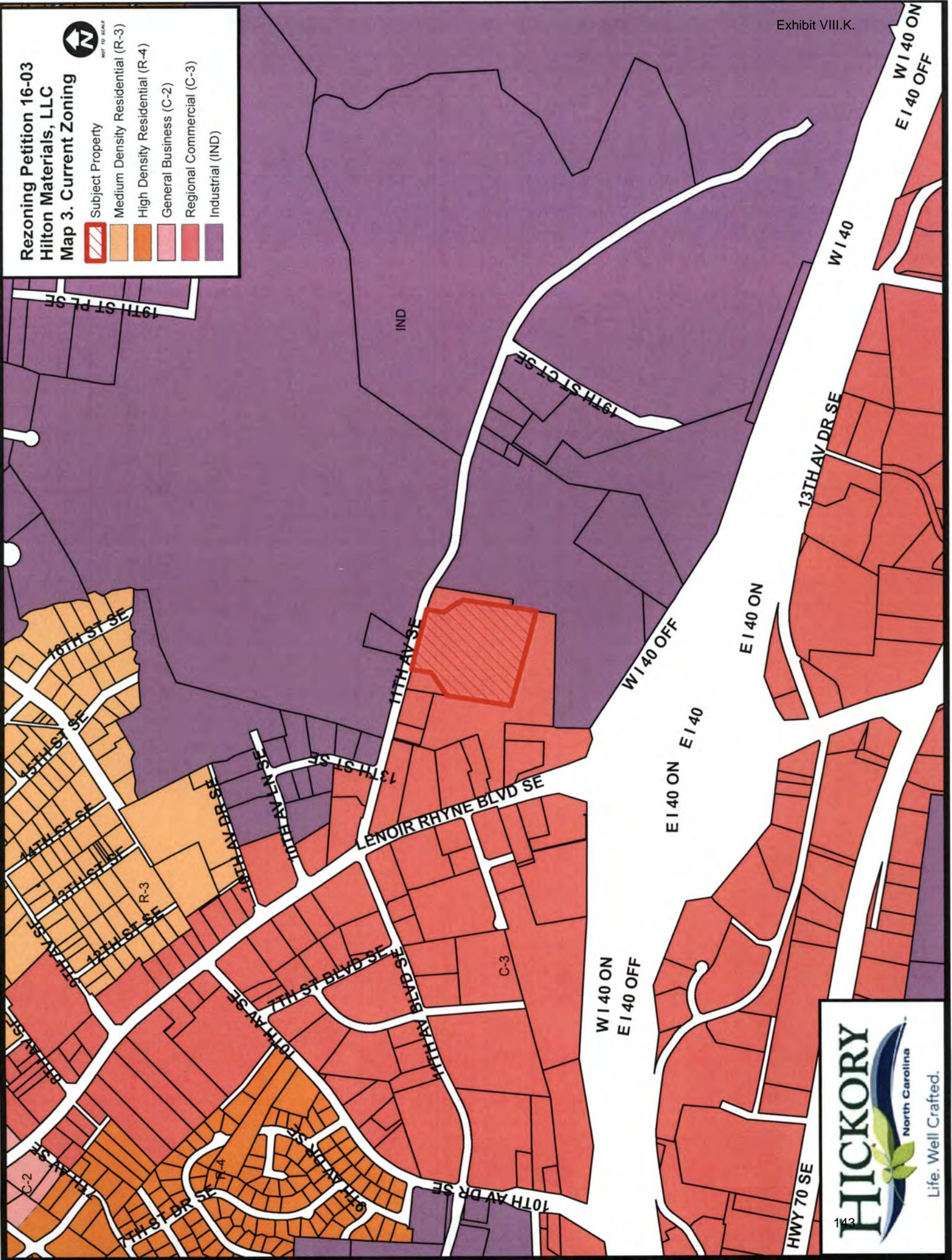
1993

**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)

Exhibit VIII.K.



**HICKORY**  
 North Carolina  
 Life. Well Crafted.



Life. Well Crafted.

## HICKORY REGIONAL PLANNING COMMISSION ZONING MAP AMENDMENT CONSISTENCY STATEMENT

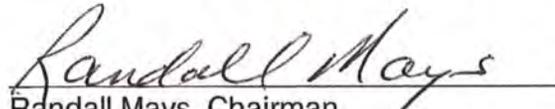
On May 25, 2016 the Hickory Regional Planning Commission conducted a Public Hearing for the purpose of considering Rezoning Petition 16-03. Upon consideration, the Hickory Regional Planning Commission found:

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 11<sup>th</sup> 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 21<sup>st</sup> 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 11<sup>th</sup> 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 11<sup>th</sup> 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

12

COUNCIL AGENDA MEMOS

**To: City Manager's Office**

**From: Kevin B. Greer, PE /Assistant Public Services Director**

**Contact Person: Kevin B. Greer, PE/Assistant Public Services Director**

**Date: June 7, 2016**

**Re: Offer and Acceptance Document and Resolution for State Revolving Loan Fund For CBD Infrastructure Renewal Project (Proj. No. CS 370389-20; E-SRF-T-16-428)**

**REQUEST**

Staff requests Council approval of the Offer and Acceptance Document, Resolution and designation of Authorized Representative for State Revolving Loan for the CBD Infrastructure Renewal Project in the amount of \$1,364,100.00 at 1.66% Interest for 20 years.

**BACKGROUND**

The Public Utilities Department annually identifies infrastructure that is in need of replacement or rehabilitation, as appropriate, as a component of the Departments sustainability programs. Infrastructure is identified by reviewing records of maintenance calls to the area, reviewing annual inspection records from staff, age of infrastructure and overall size of project that needs to be performed.

The Central Business District of the City of Hickory is further defined as the area of downtown Hickory in the vicinity of Trade Alley to 2<sup>nd</sup> Ave, NW and 2<sup>nd</sup> St NE to 3<sup>rd</sup> St NW. This area is one of the oldest sections of the City of Hickory 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 systems area also burdened with issues of sizing and material failures.

City Council approved applying for a low interest loan from the State Revolving Loan Program in March of 2015 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.

**ANALYSIS**

The Central Business District, for the purpose of this project, is further defined as the area of downtown Hickory bounded by Trade Alley north to 2<sup>nd</sup> Ave, NW and 2<sup>nd</sup> St NW west to 3<sup>rd</sup> St NW. This area is served by an older portion the City of Hickory Distribution System predominantly consisting of 6, 8 and 12-inch Cast Iron Waterlines. Over time this material will become tuberculated with material and significantly reduce the available flow diameter of the waterlines. This project is intended to restore the full pipe diameter, and re-establish necessary fire flows and available service to customers. Sanitary sewer lines are predominantly 6 and 8-inch Terra-Cota lines which are older and degrading allowing a significant amount of Inflow/Infiltration to enter the lines and cause problems down-stream of the Central Business District. Finally, as a component of the overall evaluation the main trunk line Storm Drainage system was evaluated and found to have some issues that were requiring attention as well. The infrastructure in this area is estimated to be over 100 years old.

The State Revolving Loan approved is proposed to pay for expenses related to the sanitary sewer and storm water rehabilitation portion of the project and a portion of the asphalt patching, landscaping and restoration of the entire project. Water infrastructure renewal expenses are proposed be paid from Public Utilities Fund Balance.

The City is required by the State Revolving Loan Program to approve the Resolution attached agreeing to provisions of the loan program and agreement and designating an Authorized Representative. This Resolution also approves the execution of the Offer and Agreement by the Authorized Representative, including the loan closing cost of \$26,922.00 to be paid to the State.

This application for State Revolving Loan funds was previously approved by City Council in March 2015.

**RECOMMENDATION**

Staff recommends Council approval of the Offer and Acceptance Document, Resolution and designation of Authorized Representative for State Revolving Loan for the CBD Infrastructure Renewal Project in the amount of \$1,364,100.00 at 1.66% Interest for 20 years.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

Chuck Hansen *CHH* 5/26/2016  
Initiating Department Head Date

Rodney Miller 6-1-16  
Asst. City Manager, R. Miller Date

Melissa Miller 6-3-16  
Finance Officer, Melissa Miller Date

\_\_\_\_\_

Amrita M. Dula 6-3-16  
Deputy City Attorney, A. Dula Date

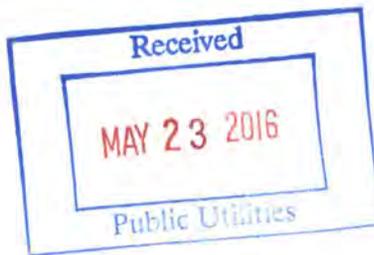
A. Surratt 6/2/14  
Asst. City Manager, A. Surratt Date

Bo Weichel 6-2-15  
Purchasing Manager, Bo Weichel Date

\_\_\_\_\_

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

*[Signature]*  
City Manager, M. Berry



May 11, 2016

PAT MCCRORY

Exhibit VIII.L Governor

DONALD R. VAN DER VAART

Secretary

KIM H. COLSON

Director



**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

The Honorable Rudy Wright, Mayor  
City of Hickory  
76 North Center Street  
Hickory, NC 28601

SUBJECT: Offer and Acceptance for a State Loan  
Project No. CS370389-20  
CBD Infrastructure Renewal Project

Dear Mayor Wright:

The City of Hickory has been approved for loan assistance from the Clean Water State Revolving Fund. Enclosed are two (2) copies of an Offer-and-Acceptance Document extending a State Revolving Loan in the amount of **\$1,364,100**. This offer is made subject to the assurances and conditions set forth in the Offer-and-Acceptance Document.

Please submit the following items to the Division of Water Infrastructure, 1633 Mail Service Center, Raleigh, North Carolina 27699-1633.

1. A resolution adopted by the governing body accepting the loan offer and making the applicable assurances contained therein. (Sample copy attached)
2. One (1) copy of the original Offer-and-Acceptance Document executed by the Authorized Representative for the project, along with the signed "Standard Conditions for the Federal SRF loans". **Retain the other copy for your files.**
3. Federal Identification Number and DUNS Number of the Recipient (Memo attached)
4. Sales-Tax Certification (attached)

Please note that if a Fiscal Sustainability Plan is applicable to this project, the certification is not due until the final reimbursement request.

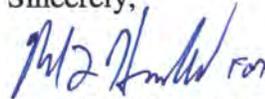


The Site Certification and a Capital Project Ordinance (or budget ordinance covering the project) are due before disbursements will begin. Please see the attached Guidance Document for a complete list of items due no later than the project's first disbursement.

Reimbursement requests (see printed form attached to this letter) should be sent to Pam Haven at the address noted.

On behalf of the Department of Environmental Quality, I am pleased to make this offer of State Revolving Loan funds, made available by North Carolina Water Infrastructure Fund and the Federal Clean Water Act Amendments of 1987.

Sincerely,



Kim H. Colson, P.E., Director  
Division of Water Infrastructure, NCDEQ

Enclosures: Resolution to Accept Loan Offer (suggested format)  
Loan Offer and Acceptance Document (two copies)  
Federal ID and DUNS Number Request Form  
Sales-Tax Certification Form  
Fiscal Sustainability Plan Certification  
Guidance Document  
Reimbursement Request Form  
Site Certification  
Capital Project Ordinance Sample

cc: Kirk Gavel, Gavel and Dorn  
Dee Browder  
SRF



RESOLUTION NO. \_\_\_\_\_

**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.

RESOLUTION NO. 16-

Adopted this the 7<sup>th</sup> day of June, 2016 at Hickory, North Carolina.

ATTEST:

\_\_\_\_\_  
Rudy Wright, Mayor

\_\_\_\_\_  
Debbie D. Miller, City Clerk

Approved as to form on 3<sup>rd</sup> day of June, 2016

*Armita M. Dula*  
Deputy City Attorney for the City of Hickory

**STATE OF NORTH CAROLINA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
DIVISION OF WATER INFRASTRUCTURE**

**Funding Award Offer and Acceptance**

**Legal Name and Address of Award Recipient**

City of Hickory  
P.O. Box 389  
Hickory, NC 27603

**Account**

- Drinking Water State Revolving Fund (SRF)
- Clean Water State Revolving Fund (SRF)
- State General Loan (SRL)
- State Emergency Loan (SEL)
- High Unit Cost Grant (HUC)
- Technical Assistance Grant (TAG)

**State Project Number:** E-SRF-T-16-428  
**Federal Project Number:** CS370389-20  
**CFDA Number:** 66.458

Amendment	Date	Additional Amount
Original		
1		
2		

**Project Description:**

Central Business District (CBD) Infrastructure Renewal Project. Replace 1,500 LF of 6-inch clay pipe with 8-inch sewer, Replace/Rehab approximately 2,700 LF of 8 to 12-inch sewer and construction/repair of 43 manholes.

**Total Financial Assistance Offer:** **\$1,346,100.00**  
**Principal Forgiveness:** **\$0.00**  
**Total Project Cost:** **\$1,346,100.00**  
**Interest Rate:** **1.66% Per Annum**  
**Maximum Loan Term:** **20 Years**  
**Estimated 2% or 1.5% Closing Fee:** **\$26,922.00**

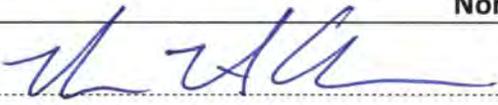
Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance,

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:

**Kim H. Colson, P.E., Director, Division of Water Infrastructure  
North Carolina Department of Environmental Quality**

Signature:  Date: 5/9/16

On Behalf of:

Name of Representative in Resolution: \_\_\_\_\_  
Title (Type or Print): \_\_\_\_\_

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and make the Assurances and accept the Standard Conditions.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

STANDARD CONDITIONS FOR FEDERAL SRF LOANS
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1. The following "super cross cutters" apply to SRF projects and may be found in the Public Policy Requirements section of the EPA General Terms and Conditions for each year's appropriation. This document can be found at [www.epa.gov/ogd/tc.htm](http://www.epa.gov/ogd/tc.htm). Please note that nothing is submitted to the State's SRF program offices regarding compliance with these items.
  - (a) Title VI of the Civil Rights Act of 1964
  - (b) Section 504 of the Rehabilitation Act of 1973
  - (c) The Age Discrimination Act of 1975
  - (d) Section 13 of the Federal Water Pollution Control Act Amendments of 1972
2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
5. The construction contract(s) requires the contractor to adhere to Davis Bacon and Related Acts Provisions and Procedures as listed in the Code of Federal Regulations Chapter 29 Part 5 Section 5 (29 CFR 5.5). Public Law pertaining to this is also enacted in Title 40, United States Code, Subtitle II Section 3141 through Section 3148.
6. As required by H.R. 3547, "Consolidated Appropriations Act, 2014" Section 436, Division G, Title IV, this project is subject to American Iron and Steel provisions. The State provides detailed requirements to be included in the construction contract specifications.
7. Section 603(d)(1)(E) of the Federal Water Pollution Control Act requires subject to develop and implement a Fiscal Sustainability Plan (FSP) for projects that involve the repair, replacement or expansion of publically owned treatment works. Note that FSPs are not required for new treatment works. The certification provided must be submitted regarding compliance with this section of the Act.

<b>ASSURANCES</b>
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1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division.  
The recipient acknowledges that in the event a milestone contained in the most recent Clean Water State Revolving Fund Intended Use Plan and/or the Letter of Intent to Fund is missed, the Department of Environmental Quality will rescind this Funding Offer.
2. The Applicant is responsible for paying for the costs ineligible for SRF funding.
3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
4. As of the acceptance of this Funding Award Offer, steps A-D in the SRF Guidance will be complete. These Assurances, likewise, incorporate the most recent version of the SRF Guidance, and the Applicant hereby certifies by accepting this Funding Award Offer that it will adhere to the subsequent steps in the SRF Guidance document. The remaining steps generally govern project design, bidding, contracting, inspection, reimbursements, closeout and repayment.
5. The Applicant will provide and maintain adequate engineering supervision and inspection.
6. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.
7. All SRF funds loaned shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
8. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.

**Acknowledgement of Standard Conditions and Assurances**

The Applicant hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application; and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance will be fulfilled.

..... Signature	..... Date
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**STATE OF NORTH CAROLINA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
DIVISION OF WATER INFRASTRUCTURE**

**Funding Award Offer and Acceptance**

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City of Hickory  
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For The State of North Carolina:

**Kim H. Colson, P.E., Director, Division of Water Infrastructure  
North Carolina Department of Environmental Quality**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

On Behalf of:

Name of Representative in Resolution: \_\_\_\_\_  
 Title (Type or Print): \_\_\_\_\_

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3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, “Responsibilities of Participants Regarding Transactions Doing Business with Other Persons,” as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
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7. Section 603(d)(1)(E) of the Federal Water Pollution Control Act requires subject to develop and implement a Fiscal Sustainability Plan (FSP) for projects that involve the repair, replacement or expansion of publically owned treatment works. Note that FSPs are not required for new treatment works. The certification provided must be submitted regarding compliance with this section of the Act.

**ASSURANCES**

1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division.  
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8. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.

**Acknowledgement of Standard Conditions and Assurances**

The Applicant hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application; and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance will be fulfilled.

..... Signature	..... Date
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**FEDERAL ID & DUNS # REQUEST MEMO**

TO: All Loan and Grants Recipients

SUBJECT: Federal Identification Number

Please be advised that all local government units receiving grant or loan funds from the State of North Carolina must supply their Federal Identification Number to this office upon acceptance of your loan/grant offer. Therefore, please provide the information below and return to:

Division of Water Infrastructure  
1633 Mail Service Center  
Raleigh, North Carolina 27699-1633

<b>RECIPIENT:</b>	City of Hickory
<b>PROJECT NUMBER:</b>	CS370389-20
<b>FEDERAL IDENTIFICATION NUMBER:</b>	56-6001244
<b>DUNS NUMBER:</b>	071062483

**CERTIFICATION**  
**SALES-TAX REIMBURSEMENT**

FOR FUNDING PROGRAMS IN THE  
DIVISION OF WATER INFRASTRUCTURE

Unit of Government: City of Hickory

Project Number: CS370389-20

Please indicate whether the Unit of Government noted above will be or will not be requesting reimbursement from the Department of Revenue (DOR) for sales taxes relating to this project. If the Unit of Government will be requesting reimbursement from the DOR then payment requests to the DWI should include Sales-Tax Certifications with each payment request.

*Please check one of the boxes below:*

The Unit of Government will not request reimbursement from the DOR. Therefore, sales tax will be included with the reimbursement request to the Division of Water Infrastructure (DWI).

The Unit of Government will request reimbursement from the DOR. Therefore, sales tax will be reduced and shown on the payment request form on the line Program Income.

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Date)

Submit to: NC Dept. of Environment & Natural Resources  
Division of Water Infrastructure  
Pam Whitley, Project Management Branch  
1633 Mail Service Center  
Raleigh, NC 27699-1633

## Fiscal Sustainability Plan Certification

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Section 603(d)(1)(E) of the Federal Water Pollution Control Act requires subject projects to develop and implement a Fiscal Sustainability Plan (FSP) for projects that involve the repair, replacement or expansion of publically owned treatment works<sup>1</sup>. Note that FSPs are not required for new treatment works. If that is the case, this certification must still be provided with the appropriate box checked at the bottom of the form.

An FSP must only cover the functional components related to the funded project. If an applicant has an Asset Management Plan, this certification must still be provided as an assurance that the AMP will be updated to include the funded project.

The following items constitute an FSP.

1. An inventory of critical assets that are part of the treatment works;
2. An evaluation of the condition and performance of inventoried assets or asset groupings;
3. A certification that the assistance recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan;
4. A plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

Signing this form indicates that the above steps will be undertaken by the conclusion of the project. Note also that ***this form serves as certification for item number 3*** therefore it should be included in the owner's FSP materials.

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Please check the appropriate box and return this certification to the Division of Water Infrastructure (DWI). The final project disbursement will not be processed until this certification form is completed and received in the DWI office.

- This project meets the criteria for requiring an FSP, and the items listed above will be implemented upon the completion of the project.
- This project does not require an FSP because the treatment works are not being repaired, replaced or expanded by the loan.

City of Hickory  
 \_\_\_\_\_  
 Project Owner/Applicant:

CS370389-20  
 \_\_\_\_\_  
 Project Number:

\_\_\_\_\_  
 Signature of Authorized Representative

1. From the Code of Federal Regulations : The term "treatment works" means any devices and systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature to implement section 1281 of this title, or necessary to recycle or reuse water at the most economical cost over the estimated life of the works, including intercepting sewers, outfall sewers, sewage collection systems, pumping, power, and other equipment, and their appurtenances...

## North Carolina SRF Program Overview and Guidance

Division of Water Infrastructure Website: <http://portal.ncdenr.org/web/wi/home>

### A) Application Filing

- Deadlines are currently September 1<sup>st</sup>, and March 1<sup>st</sup> of each year but may change.
- Please ensure you are filling out the current application.
- Letter of Intend to Fund (LOIF) letters are mailed after DWI evaluation and State Water Infrastructure Authority approval. Recipients of LOIF letters are placed on a schedule for completing the rest of the steps to start construction.
- The following forms, constitute a complete application package:
  - Common Application (5 pages).
  - Complete signed DENR Appendix with appropriate boxes checked
  - Resolution with Certification of Recording Officer (sample included with Appendix).
  - Water and Sewer Rate Form (Included with Appendix).
  - Priority Point sheet with supporting documentation for the SRF program.
  - Form LGC 108A (Download all LGC forms separately from the DENR website).
  - Form LGC 108 C (Wastewater Projects) or LGC 108D or 108E (Stormwater Projects).

### B) Engineering Report Submission and Approval (See website for guidance and details)

- From the Date of the LOIF letter an Engineering Report (ER) must be submitted within **4 months**.
- From the Date of the LOIF Letter the ER must be approved within **9 months**.

### C) Application Approval by the Local Government Commission

- Terms:
  - Interest rates for loans are set on March 31<sup>st</sup> of each year at ½ the 20-year municipal bond buyers index. Any applications received during the year will receive the standard interest rate effective for that application deadline. Certain, qualifying applications may receive 0% interest loans.
  - The LGC sets the loan term with a maximum term of 20 years. Applications are reviewed by the LGC after the Engineering Report is approved. Applicants may want to contact the LGC earlier than this to ensure they are able to meet LGC approval requirements. This approval is required to ensure that the unit of government has the ability to repay borrowed funds. Currently the LGC is not allowed to review applications for \$1,000,000 or more unless a letter to the Joint Legislative Committee on Local Government and the Fiscal Research Division has been provided.

### D) Loan Offer

- After approval of the Loan Application by the LGC, a formal Loan Offer is prepared which includes the loan terms and conditions.
- Two copies of the Loan Offer are mailed to recipients. Return the following to DWI:
  - One signed copy (keep the other copy) of the Loan Offer.
  - Resolution accepting the loan offer.
  - Federal ID and DUNS # form.
  - Sales Tax Certification.
  - A Fiscal Sustainability Plan (FSP) Certification for certain new projects.

- In the event of bids that exceed the project budget, a loan increase for up to 10% but not over \$500,000 dollars can be authorized without additional approval of the LGC. Amounts above these require a modified application to be approved by the LGC.
- The SRF 2% Closing Fee is invoiced at the time the Authority to Award letter is issued (paragraph F below). The Loan Offer contained an estimated closing fee but actual closing costs are based on the total costs after bids are received.

#### **E) Plans and Specifications Approval (see website for guidance and details)**

- Complete Plans and Specifications must be submitted within **15 months** of the LOIF letter
- Plans and Specifications must be approved within **19 months** of the LOIF letter. This includes issuance of all permits.
- The project's plans and specifications must be approved by the Division prior to advertising for bids. Changes by addendum must be submitted to the Division for approval. Changes by change order must also be submitted for approval.

#### **F) Bidding and Issuance of Authority to Award (ATA) the Construction Contract**

The contracts may be advertised as soon as plans & specifications are approved and permits are issued. NC General Statutes require the project to be advertised for 7 days, however DWI requires projects to be advertised for 30 days. For the initial advertisement period, three bids must be received in order for an award to be made. The Plans & Specifications approval letter has the Project Bid Information form attached. It and the other information described in it must be submitted to and approved by this office **before contracts can be awarded**. This information is:

- Project Bid Information Form, signed by authorized representative
- Bid tabulation, sealed by the consulting engineer
- Proposals of the successful bidders
- Tentative award resolution from loan recipient subject to DWI approval
- Engineer's recommendation
- Proof of Advertisement
- MBE/WBE requirements. (Detailed guidance on the website). Note that the MBE/WBE requirements include identifying all subs being used on a project.

Issuance of the ATA letter must be within **23 months** of the LOIF letter. Awarding contracts before issuance of the ATA letter is at the risk of the owner.

#### **G) Construction Phase of Project**

##### **1) Inspections**

- Site Inspections will be conducted for all funded projects. Coordinate the Preconstruction Conference with the Inspector assigned to project. The number of inspections performed will be determined based on the length of the

project, type of project, amount of funding involved and other factors. Any duly authorized representative of the State will have access to the work site and the contractor will provide proper facilities for such access and inspection. Further, any authorized representative of the State shall have access, for the purpose of audit and examination, to any books, documents, papers and records of the applicant that are pertinent to funds.

- A primary duty of the administering State agency is to guard against fraud, waste and abuse of Federal funds. To ensure proper use of Federal funds, State personnel may review submittals, daily logs, testing reports, as-builts and other appropriate construction documentation in order to verify that project elements meet approved specifications. Generally, any changes to unit quantities or changes in specifications that result in substantial monetary savings for the owner, will need to be documented by change order. Approved change orders and potential future change orders may be reviewed in the field as well to verify their necessity and resultant changes to the project.
- Conformance with SRF standard conditions is a primary program responsibility. These include Davis-Bacon and American Iron and Steel currently.
- Additionally, inspections may uncover unsafe construction practices and environmental compliance violations. While not necessarily in SRF staff jurisdiction, deficiencies may be referred to appropriate enforcement agencies. Expedient and timely use of SRF funds is a program goal and avoidance of any delay in construction is a concern, particularly delays associated with public health or worker safety which are of concern in their own right.

## 2) Reimbursements (\$\$\$)

### a) First Reimbursement

- Approval of Construction Contracts must happen with **24 months** of the LOIF letter. The following items are required for approval:
  - Contract must be fully executed
  - Notice to Proceed must be executed by owner and contractor
  - The project specifications must include 100% performance and payment bonds. Bonds must be dated on or after contract date
  - Original power of attorney must be dated on or after bonds
  - The contractor must provide current Insurance
  - All documents must be bound with the specifications
  - Davis-Bacon Documents must be present in the specifications
- Capital Project Ordinance submitted as required by G.S. 159-13.2. Alternately a budget ordinance that clearly identifies the project being funded by the SRF can be submitted.
- All items under Item D, second bullet.
- Site Certificate
- Engineering Contracts if payment is sought.
- Closing Fee must have been received
- Promissory note executed and returned to the Local Government Commission (this is requested from the LGC upon receipt of the executed construction contract and is for the amount noted in the ATA letter)

**b) General Information**

- Forms can be found online. A sample was included with the Loan Offer
- Cleanwater reimbursement requests are sent to Pam Haven and Drinking Water requests to Donnie Tim. The Address is :
  - 1633 Mail Service Center; Raleigh NC 27699-1633.
- All items must be approved in advance before being reimbursed.
- One copy of the following information is required for reimbursements:
  - Reimbursement request form with original signature.
  - Contractor monthly estimates
  - Engineering invoices
  - Invoices for any other approved costs
  - Eligible land costs will be reimbursed when the land has either been acquired or is under condemnation. In both cases and a copy of an offer to purchase the land must be submitted with the appraisal.
- Indicate cumulative totals on the reimbursement form
- Check the appropriate box regarding whether or not contractors have already been paid. Note, that if the SRF funds are needed to pay the contracts, the funds must be disbursed within 3 banking days of receipt.
- As noted in the Loan Offer Assurances, sales taxes will be deducted from loan proceeds if an applicant indicates they intend to seek reimbursement for them from the Department of Revenue. A certification form is provided on our website to indicate what the owner intends to do regarding sales tax.
- Note that Davis-Bacon certified payrolls and materials invoices that support the contract summary invoice **do not** need to be submitted with reimbursement requests.

**c) Project Closeout and Final Disbursement**

- Note: Funds are held at 95% until the final payment can be made. Required items for final payment include:
  - The inspector must issue final inspection report signifying that project is complete and all concerns have been satisfied and all change orders must have been submitted.
  - All final invoices showing zero retainage must be submitted with a final reimbursement request.
  - Submit to Pam Whitley
    - ✓ Engineer's certifications.
    - ✓ Owner's Certification of Completion
    - ✓ Signed Closeout Checklist.

**H) REPAYMENTS**

- Repayments will be reflected in the final promissory note and will be for the actual funds borrowed.
- Repayments by the recipient begin on the May 1<sup>st</sup> or the November 1<sup>st</sup> that is between 6 months and 12 months after original project completion in the notice to proceed.
- The May 1<sup>st</sup> payment includes principal and interest and the November 1<sup>st</sup> payment is only interest.
- **Interest begins to accrue from the date of completion on the Notice to Proceed.** For multi-prime contracts the General contract will be used to set this date.

## **Eligible Expenses**

The types of projects that can be funded are loosely defined under Sections 212, 319 and 320 of the Clean Water Act. These can be described as publically owned wastewater treatment and transport systems and stormwater pollution treatment and control projects.

### **I. Construction Projects**

- A. Project elements not related to the applied for project, nor essential to the operation of the completed project are not eligible.
- B. If preference is given to a brand, it must be bid as a preferred alternate and any cost increase above the base bid is not eligible.
- C. The SRF will pay to restore project related items such as road patching, sidewalks and seeding . Note that items bonds, insurance or liquidated damages can be expected to cover, will not be covered by the SRF funds.

### **II. Engineering and Technical Services**

- A. Planning and Design Contracts
  - Must include task descriptions and these tasks must be associated with the project being built
- B. Construction Administration and Inspection
  - Construction Inspection is required by the Loan Offer
  - Task Description must be included and tasks must be associated with eligible construction work
  - Typical tasks include but are not limited to: attending meetings, provide plan copies, review testing, review shop drawings, review payment applications, prepare change orders, coordinate with DWI, as-builts
  - Price should be cost plus fixed fee or per diem with a ceiling. This fee schedule should be in the contract.
  - Invoices must included hours, rate and task
  - Contract must be amended to pay beyond the ceiling. Must be accompanied by justification such as a corresponding change order.
- C. Other eligible engineering activities include bidding, O&M manuals, soils reports, hydro-geologic reports, TVing and cleaning of lines etc.

### **III. Other Eligible Costs**

- Legal - Legal fees for contract review and for advertisements etc.
- Real Property and easements associated with the approved project scope are eligible expenses. All cost items associated with acquiring the property may be paid for if properly documented. Costs for appraisals shall be limited to \$1,000. This is based on typical market rates and may be adjusted from time to time. This limit is deemed high enough to account for MAI status, commercial properties, availability of an appraiser, etc.
- Preparation of applications and permits required by Federal, State or local regulations or procedures.  
Permits imposed by the local unit such as building permits are not eligible.

**REIMBURSEMENT REQUEST FORM**

Division of Water Infrastructure Project No. \_\_\_\_\_  
Period Covered by this Report - From \_\_\_\_\_ To \_\_\_\_\_

**Recipient Organization**

Name: \_\_\_\_\_ Payment No. \_\_\_\_\_  
Address: \_\_\_\_\_ Page No. \_\_\_\_\_ of \_\_\_\_\_  
City, State & Zip: \_\_\_\_\_

*Please Label Each Column*  
*Use separate column for each contract.*  
*Use additional sheets if needed.*  
*Use a "Misc." column if needed.*

*Example Column Labels*

Engineer	Contract #1, ABC Const. Co.	Contract #2, XYZ Utility Inc.
<b>A</b>	<b>B</b>	<b>C</b>

Classification of	A	B	C	Total
Planning & Design Fees				
Engr's Fees Admin				
Inspection Fees				
Construction Cost				
Equipment				
Misc.				
Deductions (income)				
Total Cumulative to date				
Previous Received				
Amount Requested				
Percent Complete				

Certification

I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with terms of the project and that this request represents the monies due which have not been previously received and that an inspection has been performed and all work is in accordance with the terms of the award.

You must check ONE of the boxes below or your payment will not be processed:

The funds requested above have already been paid to the respective vendors, consultants & contractors by the award recipient.

**OR**

The funds requested above have not been paid to the respective vendors, consultants & contractors. Funds received from the State will be disbursed to these entities within three (3) banking days.

\_\_\_\_\_  
Recipient Signature of Authorized Representative Date

\_\_\_\_\_  
Type or Print Name and Title

DWI comments



CERTIFICATION REGARDING UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES (URLAP) ACT OF 1970

Applicant: City of Hickory
Project No.: CS370389-20
Project Name: CBD Infrastructure Renewal Project

Please check appropriate boxes:

Form with two sections separated by 'AND' and 'OR'. The first section contains a checked box for property acquisition. The second section contains a checked box for compliance with the URLAP Act, with sub-options for displacement and FHA contact, and an unchecked box for non-compliance due to prior acquisition.

I understand that a false statement on this certification may be grounds for rejection or termination of this loan.

Signature of Applicant's Authorized Representative or Attorney Date
Arnita Dula, Deputy City Attorney
Typed Name and Title

**Capital Project Ordinance**

Be it **ORDINED** by the Governing Board of the (Town of Anywhere), North Carolina, that pursuant to section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital Project Ordinance is hereby adopted.

Section 1: The Project authorized is the (construction/rehabilitation of a wastewater treatment/collection System) to be financed by (the sale of general obligation bonds/ARRA loan /federal loan/state loan / state grants and reserves).

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the board resolution, loan documents and the budget contained herein.

Section 3: The following amounts are appropriated for the project:

Engineering	\$ 120,000
Land	90,000
Construction	<u>1,440,000</u>
	<u>\$ 1,650,000</u>

Section 4: The following revenues are anticipated to be available to complete this project:

Federal/ARRA Loan	\$ 1,100,000
Proceeds from general Obligation Bonds	\$ 500,000
Transfer from Wastewater treatment capital Reserve	\$ <u>20,000</u>
	<u>\$ 1,650,000</u>

Section 5: The finance officer is hereby directed to maintain within the capital project fund sufficient specific detailed accounting records to satisfy the requirements of the grantor agency, the grant agreements, and federal regulations. The terms of the bond resolution also shall be met.

Section 5: 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, on a quarterly basis, on the financial status of each project element in section 3 and on the total grant/loan revenues received or claimed.

Section 8: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this board.

Section 9: Copies of this capital project ordinance shall be furnished to the clerk to the Governing Board, and to the Budget Officer and the Finance officer for direction in carrying out this project.

Duly adopted this \_\_ day of \_\_\_\_\_ 200\_.

\_\_\_\_\_  
Signature, (Authorized Rep)

(Seal)

Attest: \_\_\_\_\_  
Signature (Town Clerk)

13

**COUNCIL AGENDA MEMOS**

**To: City Manager's Office**  
**From: Kevin B. Greer, PE /Assistant Public Services Director**  
**Contact Person: Kevin B. Greer, PE/Assistant Public Services Director**  
**Date: June 7, 2016**  
**Re: Offer and Acceptance Document and Resolution for State Revolving Loan Fund  
For Geitner Basin Sewer System Rehab (Proj. No. CS 370389-21; E-SRF-T-16-429)**

**REQUEST**

Staff requests Council approval of the Offer and Acceptance Document, Resolution and designation of Authorized Representative for State Revolving Loan for the Geitner Basin Sewer System Rehab Project in the amount of \$3,519,475.00 at 1.66% Interest for 20 years.

**BACKGROUND**

The Public Utilities Department identifies areas within the City of Hickory Collection System annually for inspections and conditions assessment. This practice has been established so that Staff for the Public Utilities Department may evaluate portions of the System annually to determine necessary repairs and improvements in manageable portions. The Geitner Basin is one of the older sections of the City of Hickory Collection System and serves a densely developed portion of the City of Hickory from Main Ave SW to 4<sup>th</sup> St Drive SW to approximately the Hwy 321/I-40 interchange area.

The evaluation of the Geitner Basin was completed in late 2014 and has identified several areas of concern that require attention in order to avoid failures. This was a continuation of the Public Utilities Departments emphasis in maintaining and/or replacing infrastructure to maximize the useful life and efficiency of the Collection and Distribution Systems for the enjoyment and benefit of our customers.

City Council approved applying for a low interest loan from the State Revolving Loan Program in March of 2015 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.

**ANALYSIS**

McGill Associates completed the Geitner Basin Sewer System Evaluation and provided Staff with a comprehensive listing of all defects detected, a written report describing the results, a GIS compatible attribute layer from the inspections and plan sheets of grouped similar repairs. The results of this evaluation discovered approximately \$3,600,000 in essential repairs ranging from undersized sanitary sewer lines to partially crushed sewer lines to substantial voids around manholes. The evaluation also discovered numerous direct sources of Inflow/Infiltration from ground water sources that directly affect the cost of treating wastewater since we are receiving and treating unmetered, unaccounted for water. 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. This proposed project will also correct numerous defects that have and will continue to result in sanitary sewer overflows.

The City is required by the State Revolving Loan Program to approve the Resolution attached agreeing to provisions of the loan program and agreement and designating an Authorized Representative. This Resolution also approves the execution of the Offer and Agreement by the Authorized Representative, including the loan closing cost of \$70,390.00 to be paid to the State.

This application for State Revolving Loan funds was previously approved by City Council in March 2015.

**RECOMMENDATION**

Staff recommends Council approval of the Offer and Acceptance Document, Resolution and designation of Authorized Representative for State Revolving Loan for the Geitner Basin Sewer System Rehab Project in the amount of \$3,519,475.00 at 1.66% Interest for 20 years.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

Chuck Hansen *msf*  
Initiating Department Head

5/26/2016  
Date

Anita M Dula  
Deputy City Attorney, A. Dula

6-3-16  
Date

Robyn Miller  
Asst. City Manager, R. Miller

6-1-16  
Date

A. Surratt  
Asst. City Manager, A. Surratt

6-2-16  
Date

Melissa Miller  
Finance Officer, Melissa Miller

6-3-16  
Date

B. Weichel  
Purchasing Manager, B. Weichel

6-2-16  
Date

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

*M. Berry*  
City Manager, M. Berry



PAT MCCRORY

Exhibit VIII.M. Governor

DONALD R. VAN DER VAART

Secretary

KIM H. COLSON

Director

May 11, 2016



**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

The Honorable Rudy Wright, Mayor  
City of Hickory  
76 North Center Street  
Hickory, NC 28601

SUBJECT: Offer and Acceptance for a State Loan  
Project No. CS370389-21  
Geitner Basin Sewer System Rehab

Dear Mayor Wright:

The City of Hickory has been approved for loan assistance from the Clean Water State Revolving Fund. Enclosed are two (2) copies of an Offer-and-Acceptance Document extending a State Revolving Loan in the amount of **\$3,519,475**. This offer is made subject to the assurances and conditions set forth in the Offer-and-Acceptance Document.

Please submit the following items to the Division of Water Infrastructure, 1633 Mail Service Center, Raleigh, North Carolina 27699-1633.

1. A resolution adopted by the governing body accepting the loan offer and making the applicable assurances contained therein. (Sample copy attached)
2. One (1) copy of the original Offer-and-Acceptance Document executed by the Authorized Representative for the project, along with the signed "Standard Conditions for the Federal SRF loans". **Retain the other copy for your files.**
3. Federal Identification Number and DUNS Number of the Recipient (Memo attached)
4. Sales-Tax Certification (attached)

Please note that if a Fiscal Sustainability Plan is applicable to this project, the certification is not due until the final reimbursement request.

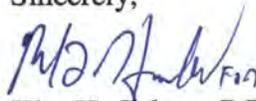


The Site Certification and a Capital Project Ordinance (or budget ordinance covering the project) are due before disbursements will begin. Please see the attached Guidance Document for a complete list of items due no later than the project's first disbursement.

Reimbursement requests (see printed form attached to this letter) should be sent to Pam Haven at the address noted.

On behalf of the Department of Environmental Quality, I am pleased to make this offer of State Revolving Loan funds, made available by North Carolina Water Infrastructure Fund and the Federal Clean Water Act Amendments of 1987.

Sincerely,



Kim H. Colson, P.E., Director  
Division of Water Infrastructure, NCDEQ

Enclosures: Resolution to Accept Loan Offer (suggested format)  
Loan Offer and Acceptance Document (two copies)  
Federal ID and DUNS Number Request Form  
Sales-Tax Certification Form  
Fiscal Sustainability Plan Certification  
Guidance Document  
Reimbursement Request Form  
Site Certification  
Capital Project Ordinance Sample

cc: Mike Waresak, McGill Associates  
Dee Browder  
SRF



RESOLUTION NO. \_\_\_\_\_

**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.

RESOLUTION NO. 16-

Adopted this the 7<sup>th</sup> day of June, 2016 at Hickory, North Carolina.

ATTEST:

\_\_\_\_\_  
Rudy Wright, Mayor

\_\_\_\_\_  
Debbie D. Miller, City Clerk

Approved as to form on \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Deputy City Attorney for the City of Hickory

**STATE OF NORTH CAROLINA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
DIVISION OF WATER INFRASTRUCTURE**

**Funding Award Offer and Acceptance**

**Legal Name and Address of Award Recipient**

City of Hickory  
P.O. Box 389  
Hickory, NC 27603

**Account**

- Drinking Water State Revolving Fund (SRF)
- Clean Water State Revolving Fund (SRF)
- State General Loan (SRL)
- State Emergency Loan (SEL)
- High Unit Cost Grant (HUC)
- Technical Assistance Grant (TAG)

**State Project Number:** E-SRF-T-16-429  
**Federal Project Number:** CS370389-21  
**CFDA Number:** 66.458

Amendment	Date	Additional Amount
Original		
1		
2		

**Project Description:**

Geitner Basin Sewer System Rehab: Rehabilitate approximately 4,440 LF of 8-10 inch sewer, replace approximately 690 LF of 8-12 inch sewer line with same size pipe, Replacement or rehabilitation of approximately 57 manholes.

**Total Financial Assistance Offer:** **\$3,519,475.00**  
**Principal Forgiveness:** **\$0.00**  
**Total Project Cost:** **\$3,519,475.00**  
**Interest Rate:** **1.66%PerAnnum**  
**Maximum Loan Term:** **20 Years**  
**Estimated 2% or 1.5% Closing Fee:** **\$70,390.00**

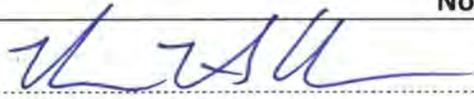
Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance,

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:

**Kim H. Colson, P.E., Director, Division of Water Infrastructure  
North Carolina Department of Environmental Quality**

 Signature	5/9/16 Date
--	----------------

On Behalf of:

Name of Representative in Resolution: \_\_\_\_\_  
Title (Type or Print): \_\_\_\_\_

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and make the Assurances and accept the Standard Conditions.

_____ Signature	_____ Date
--------------------	---------------

<b>STANDARD CONDITIONS FOR FEDERAL SRF LOANS</b>
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1. The following “super cross cutters” apply to SRF projects and may be found in the Public Policy Requirements section of the EPA General Terms and Conditions for each year’s appropriation. This document can be found at [www.epa.gov/ogd/tc.htm](http://www.epa.gov/ogd/tc.htm). Please note that nothing is submitted to the State’s SRF program offices regarding compliance with these items.
  - (a) Title VI of the Civil Rights Act of 1964
  - (b) Section 504 of the Rehabilitation Act of 1973
  - (c) The Age Discrimination Act of 1975
  - (d) Section 13 of the Federal Water Pollution Control Act Amendments of 1972
2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, “Responsibilities of Participants Regarding Transactions Doing Business with Other Persons,” as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
5. The construction contract(s) requires the contractor to adhere to Davis Bacon and Related Acts Provisions and Procedures as listed in the Code of Federal Regulations Chapter 29 Part 5 Section 5 (29 CFR 5.5). Public Law pertaining to this is also enacted in Title 40, United States Code, Subtitle II Section 3141 through Section 3148.
6. As required by H.R. 3547, “Consolidated Appropriations Act, 2014” Section 436, Division G, Title IV, this project is subject to American Iron and Steel provisions. The State provides detailed requirements to be included in the construction contract specifications.
7. Section 603(d)(1)(E) of the Federal Water Pollution Control Act requires subject to develop and implement a Fiscal Sustainability Plan (FSP) for projects that involve the repair, replacement or expansion of publically owned treatment works. Note that FSPs are not required for new treatment works. The certification provided must be submitted regarding compliance with this section of the Act.

**ASSURANCES**

1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division.  
The recipient acknowledges that in the event a milestone contained in the most recent Clean Water State Revolving Fund Intended Use Plan and/or the Letter of Intent to Fund is missed, the Department of Environmental Quality will rescind this Funding Offer.
2. The Applicant is responsible for paying for the costs ineligible for SRF funding.
3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
4. As of the acceptance of this Funding Award Offer, steps A-D in the SRF Guidance will be complete. These Assurances, likewise, incorporate the most recent version of the SRF Guidance, and the Applicant hereby certifies by accepting this Funding Award Offer that it will adhere to the subsequent steps in the SRF Guidance document. The remaining steps generally govern project design, bidding, contracting, inspection, reimbursements, closeout and repayment.
5. The Applicant will provide and maintain adequate engineering supervision and inspection.
6. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.
7. All SRF funds loaned shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
8. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.

**Acknowledgement of Standard Conditions and Assurances**

The Applicant hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application; and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance will be fulfilled.

..... Signature	..... Date
--------------------	---------------

**STATE OF NORTH CAROLINA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
DIVISION OF WATER INFRASTRUCTURE**

**Funding Award Offer and Acceptance**

**Legal Name and Address of Award Recipient**

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- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
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For The State of North Carolina:

**Kim H. Colson, P.E., Director, Division of Water Infrastructure  
North Carolina Department of Environmental Quality**

\_\_\_\_\_  
Signature

5/9/16  
Date

On Behalf of:

Name of Representative in Resolution: \_\_\_\_\_  
Title (Type or Print): \_\_\_\_\_

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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The recipient acknowledges that in the event a milestone contained in the most recent Clean Water State Revolving Fund Intended Use Plan and/or the Letter of Intent to Fund is missed, the Department of Environmental Quality will rescind this Funding Offer.
2. The Applicant is responsible for paying for the costs ineligible for SRF funding.
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4. As of the acceptance of this Funding Award Offer, steps A-D in the SRF Guidance will be complete. These Assurances, likewise, incorporate the most recent version of the SRF Guidance, and the Applicant hereby certifies by accepting this Funding Award Offer that it will adhere to the subsequent steps in the SRF Guidance document. The remaining steps generally govern project design, bidding, contracting, inspection, reimbursements, closeout and repayment.
5. The Applicant will provide and maintain adequate engineering supervision and inspection.
6. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.
7. All SRF funds loaned shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
8. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.

**Acknowledgement of Standard Conditions and Assurances**

The Applicant hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application; and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance will be fulfilled.

<p>..... Signature</p>	<p>..... Date</p>
----------------------------	-----------------------

**FEDERAL ID & DUNS # REQUEST MEMO**

TO: All Loan and Grants Recipients

SUBJECT: Federal Identification Number

Please be advised that all local government units receiving grant or loan funds from the State of North Carolina must supply their Federal Identification Number to this office upon acceptance of your loan/grant offer. Therefore, please provide the information below and return to:

Division of Water Infrastructure  
1633 Mail Service Center  
Raleigh, North Carolina 27699-1633

<b>RECIPIENT:</b>	City of Hickory
<b>PROJECT NUMBER:</b>	CS370389-21
<b>FEDERAL IDENTIFICATION NUMBER:</b>	56-6001244
<b>DUNS NUMBER:</b>	071062483

# CERTIFICATION SALES-TAX REIMBURSEMENT

FOR FUNDING PROGRAMS IN THE  
DIVISION OF WATER INFRASTRUCTURE

Unit of Government: City of Hickory

Project Number: CS370389-21

Please indicate whether the Unit of Government noted above will be or will not be requesting reimbursement from the Department of Revenue (DOR) for sales taxes relating to this project. If the Unit of Government will be requesting reimbursement from the DOR then payment requests to the DWI should include Sales-Tax Certifications with each payment request.

*Please check one of the boxes below:*

The Unit of Government will not request reimbursement from the DOR. Therefore, sales tax will be included with the reimbursement request to the Division of Water Infrastructure (DWI).

The Unit of Government will request reimbursement from the DOR. Therefore, sales tax will be reduced and shown on the payment request form on the line Program Income.

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Date)

Submit to: NC Dept. of Environment & Natural Resources  
Division of Water Infrastructure  
Pam Whitley, Project Management Branch  
1633 Mail Service Center  
Raleigh, NC 27699-1633

## Fiscal Sustainability Plan Certification

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Section 603(d)(1)(E) of the Federal Water Pollution Control Act requires subject projects to develop and implement a Fiscal Sustainability Plan (FSP) for projects that involve the repair, replacement or expansion of publically owned treatment works<sup>1</sup>. Note that FSPs are not required for new treatment works. If that is the case, this certification must still be provided with the appropriate box checked at the bottom of the form.

An FSP must only cover the functional components related to the funded project. If an applicant has an Asset Management Plan, this certification must still be provided as an assurance that the AMP will be updated to include the funded project.

The following items constitute an FSP.

1. An inventory of critical assets that are part of the treatment works;
2. An evaluation of the condition and performance of inventoried assets or asset groupings;
3. A certification that the assistance recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan;
4. A plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

Signing this form indicates that the above steps will be undertaken by the conclusion of the project. Note also that ***this form serves as certification for item number 3*** therefore it should be included in the owner's FSP materials.

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Please check the appropriate box and return this certification to the Division of Water Infrastructure (DWI). The final project disbursement will not be processed until this certification form is completed and received in the DWI office.

- This project meets the criteria for requiring an FSP, and the items listed above will be implemented upon the completion of the project.
- This project does not require an FSP because the treatment works are not being repaired, replaced or expanded by the loan.

City of Hickory  
 \_\_\_\_\_  
 Project Owner/Applicant:

CS370389-21  
 \_\_\_\_\_  
 Project Number:

\_\_\_\_\_  
 Signature of Authorized Representative

1. From the Code of Federal Regulations : The term "treatment works" means any devices and systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature to implement section 1281 of this title, or necessary to recycle or reuse water at the most economical cost over the estimated life of the works, including intercepting sewers, outfall sewers, sewage collection systems, pumping, power, and other equipment, and their appurtenances...

## North Carolina SRF Program Overview and Guidance

**Division of Water Infrastructure Website:** <http://portal.ncdenr.org/web/wi/home>

### A) Application Filing

- Deadlines are currently September 1<sup>st</sup>, and March 1<sup>st</sup> of each year but may change.
- Please ensure you are filling out the current application.
- Letter of Intend to Fund (LOIF) letters are mailed after DWI evaluation and State Water Infrastructure Authority approval. Recipients of LOIF letters are placed on a schedule for completing the rest of the steps to start construction.
- The following forms, constitute a complete application package:
  - Common Application (5 pages).
  - Complete signed DENR Appendix with appropriate boxes checked
  - Resolution with Certification of Recording Officer (sample included with Appendix).
  - Water and Sewer Rate Form (Included with Appendix).
  - Priority Point sheet with supporting documentation for the SRF program.
  - Form LGC 108A (Download all LGC forms separately from the DENR website).
  - Form LGC 108 C (Wastewater Projects) or LGC 108D or 108E (Stormwater Projects).

### B) Engineering Report Submission and Approval (See website for guidance and details)

- From the Date of the LOIF letter an Engineering Report (ER) must be submitted within 4 months.
- From the Date of the LOIF Letter the ER must be approved within 9 months.

### C) Application Approval by the Local Government Commission

- Terms:
  - Interest rates for loans are set on March 31<sup>st</sup> of each year at ½ the 20-year municipal bond buyers index. Any applications received during the year will receive the standard interest rate effective for that application deadline. Certain, qualifying applications may receive 0% interest loans.
  - The LGC sets the loan term with a maximum term of 20 years. Applications are reviewed by the LGC after the Engineering Report is approved. Applicants may want to contact the LGC earlier than this to ensure they are able to meet LGC approval requirements. This approval is required to ensure that the unit of government has the ability to repay borrowed funds. Currently the LGC is not allowed to review applications for \$1,000,000 or more unless a letter to the Joint Legislative Committee on Local Government and the Fiscal Research Division has been provided.

### D) Loan Offer

- After approval of the Loan Application by the LGC, a formal Loan Offer is prepared which includes the loan terms and conditions.
- Two copies of the Loan Offer are mailed to recipients. Return the following to DWI:
  - One signed copy (keep the other copy) of the Loan Offer.
  - Resolution accepting the loan offer.
  - Federal ID and DUNS # form.
  - Sales Tax Certification.
  - A Fiscal Sustainability Plan (FSP) Certification for certain new projects.

- In the event of bids that exceed the project budget, a loan increase for up to 10% but not over \$500,000 dollars can be authorized without additional approval of the LGC. Amounts above these require a modified application to be approved by the LGC.
- The SRF 2% Closing Fee is invoiced at the time the Authority to Award letter is issued (paragraph F below). The Loan Offer contained an estimated closing fee but actual closing costs are based on the total costs after bids are received.

#### **E) Plans and Specifications Approval (see website for guidance and details)**

- Complete Plans and Specifications must be submitted within **15 months** of the LOIF letter
- Plans and Specifications must be approved within **19 months** of the LOIF letter. This includes issuance of all permits.
- The project's plans and specifications must be approved by the Division prior to advertising for bids. Changes by addendum must be submitted to the Division for approval. Changes by change order must also be submitted for approval.

#### **F) Bidding and Issuance of Authority to Award (ATA) the Construction Contract**

The contracts may be advertised as soon as plans & specifications are approved and permits are issued. NC General Statutes require the project to be advertised for 7 days, however DWI requires projects to be advertised for 30 days. For the initial advertisement period, three bids must be received in order for an award to be made. The Plans & Specifications approval letter has the Project Bid Information form attached. It and the other information described in it must be submitted to and approved by this office **before contracts can be awarded**. This information is:

- Project Bid Information Form, signed by authorized representative
- Bid tabulation, sealed by the consulting engineer
- Proposals of the successful bidders
- Tentative award resolution from loan recipient subject to DWI approval
- Engineer's recommendation
- Proof of Advertisement
- MBE/WBE requirements. (Detailed guidance on the website). Note that the MBE/WBE requirements include identifying all subs being used on a project.

Issuance of the ATA letter must be within **23 months** of the LOIF letter. Awarding contracts before issuance of the ATA letter is at the risk of the owner.

#### **G) Construction Phase of Project**

##### **1) Inspections**

- Site Inspections will be conducted for all funded projects. Coordinate the Preconstruction Conference with the Inspector assigned to project. The number of inspections performed will be determined based on the length of the

project, type of project, amount of funding involved and other factors. Any duly authorized representative of the State will have access to the work site and the contractor will provide proper facilities for such access and inspection. Further, any authorized representative of the State shall have access, for the purpose of audit and examination, to any books, documents, papers and records of the applicant that are pertinent to funds.

- A primary duty of the administering State agency is to guard against fraud, waste and abuse of Federal funds. To ensure proper use of Federal funds, State personnel may review submittals, daily logs, testing reports, as-builts and other appropriate construction documentation in order to verify that project elements meet approved specifications. Generally, any changes to unit quantities or changes in specifications that result in substantial monetary savings for the owner, will need to be documented by change order. Approved change orders and potential future change orders may be reviewed in the field as well to verify their necessity and resultant changes to the project.
- Conformance with SRF standard conditions is a primary program responsibility. These include Davis-Bacon and American Iron and Steel currently.
- Additionally, inspections may uncover unsafe construction practices and environmental compliance violations. While not necessarily in SRF staff jurisdiction, deficiencies may be referred to appropriate enforcement agencies. Expedious and timely use of SRF funds is a program goal and avoidance of any delay in construction is a concern, particularly delays associated with public health or worker safety which are of concern in their own right.

## 2) Reimbursements (\$\$\$)

### a) First Reimbursement

- Approval of Construction Contracts must happen with **24 months** of the LOIF letter. The following items are required for approval:
  - Contract must be fully executed
  - Notice to Proceed must be executed by owner and contractor
  - The project specifications must include 100% performance and payment bonds. Bonds must be dated on or after contract date
  - Original power of attorney must be dated on or after bonds
  - The contractor must provide current Insurance
  - All documents must be bound with the specifications
  - Davis-Bacon Documents must be present in the specifications
- Capital Project Ordinance submitted as required by G.S. 159-13.2. Alternately a budget ordinance that clearly identifies the project being funded by the SRF can be submitted.
- All items under Item D, second bullet.
- Site Certificate
- Engineering Contracts if payment is sought.
- Closing Fee must have been received
- Promissory note executed and returned to the Local Government Commission (this is requested from the LGC upon receipt of the executed construction contract and is for the amount noted in the ATA letter)

**b) General Information**

- Forms can be found online. A sample was included with the Loan Offer
- Cleanwater reimbursement requests are sent to Pam Haven and Drinking Water requests to Donnie Tim. The Address is :
  - 1633 Mail Service Center; Raleigh NC 27699-1633.
- All items must be approved in advance before being reimbursed.
- One copy of the following information is required for reimbursements:
  - Reimbursement request form with original signature.
  - Contractor monthly estimates
  - Engineering invoices
  - Invoices for any other approved costs
  - Eligible land costs will be reimbursed when the land has either been acquired or is under condemnation. In both cases and a copy of an offer to purchase the land must be submitted with the appraisal.
- Indicate cumulative totals on the reimbursement form
- Check the appropriate box regarding whether or not contractors have already been paid. Note, that if the SRF funds are needed to pay the contracts, the funds must be disbursed within 3 banking days of receipt.
- As noted in the Loan Offer Assurances, sales taxes will be deducted from loan proceeds if an applicant indicates they intend to seek reimbursement for them from the Department of Revenue. A certification form is provided on our website to indicate what the owner intends to do regarding sales tax.
- Note that Davis-Bacon certified payrolls and materials invoices that support the contract summary invoice **do not** need to be submitted with reimbursement requests.

**c) Project Closeout and Final Disbursement**

- Note: Funds are held at 95% until the final payment can be made. Required items for final payment include:
  - The inspector must issue final inspection report signifying that project is complete and all concerns have been satisfied and all change orders must have been submitted.
  - All final invoices showing zero retainage must be submitted with a final reimbursement request.
  - Submit to Pam Whitley
    - ✓ Engineer's certifications.
    - ✓ Owner's Certification of Completion
    - ✓ Signed Closeout Checklist.

**H) REPAYMENTS**

- Repayments will be reflected in the final promissory note and will be for the actual funds borrowed.
- Repayments by the recipient begin on the May 1<sup>st</sup> or the November 1<sup>st</sup> that is between 6 months and 12 months after original project completion in the notice to proceed.
- The May 1<sup>st</sup> payment includes principal and interest and the November 1<sup>st</sup> payment is only interest.
- **Interest begins to accrue from the date of completion on the Notice to Proceed.** For multi-prime contracts the General contract will be used to set this date.

## Eligible Expenses

The types of projects that can be funded are loosely defined under Sections 212, 319 and 320 of the Clean Water Act. These can be described as publically owned wastewater treatment and transport systems and stormwater pollution treatment and control projects.

### I. Construction Projects

- A. Project elements not related to the applied for project, nor essential to the operation of the completed project are not eligible.
- B. If preference is given to a brand, it must be bid as a preferred alternate and any cost increase above the base bid is not eligible.
- C. The SRF will pay to restore project related items such as road patching, sidewalks and seeding . Note that items bonds, insurance or liquidated damages can be expected to cover, will not be covered by the SRF funds.

### II. Engineering and Technical Services

- A. Planning and Design Contracts
  - Must include task descriptions and these tasks must be associated with the project being built
- B. Construction Administration and Inspection
  - Construction Inspection is required by the Loan Offer
  - Task Description must be included and tasks must be associated with eligible construction work
  - Typical tasks include but are not limited to: attending meetings, provide plan copies, review testing, review shop drawings, review payment applications, prepare change orders, coordinate with DWI, as-builts
  - Price should be cost plus fixed fee or per diem with a ceiling. This fee schedule should be in the contract.
  - Invoices must included hours, rate and task
  - Contract must be amended to pay beyond the ceiling. Must be accompanied by justification such as a corresponding change order.
- C. Other eligible engineering activities include bidding, O&M manuals, soils reports, hydro-geologic reports, TVing and cleaning of lines etc.

### III. Other Eligible Costs

- Legal - Legal fees for contract review and for advertisements etc.
- Real Property and easements associated with the approved project scope are eligible expenses. All cost items associated with acquiring the property may be paid for if properly documented. Costs for appraisals shall be limited to \$1,000. This is based on typical market rates and may be adjusted from time to time. This limit is deemed high enough to account for MAI status, commercial properties, availability of an appraiser, etc.
- Preparation of applications and permits required by Federal, State or local regulations or procedures.  
Permits imposed by the local unit such as building permits are not eligible.

**REIMBURSEMENT REQUEST FORM**

Division of Water Infrastructure Project No. \_\_\_\_\_  
 Period Covered by this Report - From \_\_\_\_\_ To \_\_\_\_\_

**Recipient Organization**

Name: \_\_\_\_\_ Payment No. \_\_\_\_\_  
 Address: \_\_\_\_\_ Page No. \_\_\_\_\_ of \_\_\_\_\_  
 City, State & Zip: \_\_\_\_\_

*Please Label Each Column  
 Use separate column for each contract.  
 Use additional sheets if needed.  
 Use a "Misc." column if needed.*

*Example Column Labels*

Engineer	Contract #1, ABC Const. Co.	Contract #2, XYZ Utility Inc.
<b>A</b>	<b>B</b>	<b>C</b>

Classification of	A	B	C	Total
Planning & Design Fees				
Engr's Fees Admin				
Inspection Fees				
Construction Cost				
Equipment				
Misc.				
Deductions (income)				
Total Cumulative to date				
Previous Received				
Amount Requested				
Percent Complete				

**Certification**

I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with terms of the project and that this request represents the monies due which have not been previously received and that an inspection has been performed and all work is in accordance with the terms of the award.

You must check ONE of the boxes below or your payment will not be processed:

The funds requested above have already been paid to the respective vendors, consultants & contractors by the award recipient.

**OR**

The funds requested above have not been paid to the respective vendors, consultants & contractors. Funds received from the State will be disbursed to these entities within three (3) banking days.

\_\_\_\_\_  
 Recipient Signature of Authorized Representative Date

\_\_\_\_\_  
 Type or Print Name and Title

DWI comments



CERTIFICATION REGARDING UNIFORM RELOCATION  
ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES  
(URLAP) ACT OF 1970

Applicant: City of Hickory  
 Project No.: CS370389-21  
 Project Name: Geitner Basin Sewer System Rehab

Please check appropriate boxes:

<input checked="" type="checkbox"/> I certify that all real property (including easements) has been acquired or condemnation proceedings have been entered into for property thereby providing legal access for this project.
AND
<input checked="" type="checkbox"/> I certify to the best of my knowledge and belief that the acquisition of property specifically for the above referenced project is in compliance with the URLAP Act of 1970 (the Uniform Act). The acquisition either: <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Acquisition of real property did not result in the displacement of any person, business or farm operation.</li> <li><input type="checkbox"/> or relocation was involved in the land acquisition, the Federal Highway Administration (FHA) was contacted for technical assistance.</li> </ul>
OR
<input type="checkbox"/> Compliance with the Uniform Act does not apply because the land and/or easements associated with the above referenced project were acquired prior to the inception of the project. Date land acquired: _____

I understand that a false statement on this certification may be grounds for rejection or termination of this loan.

\_\_\_\_\_  
 Signature of Applicant's Authorized Representative or Attorney Date

Arnita Dula, Deputy City Attorney  
 \_\_\_\_\_  
 Typed Name and Title

**Capital Project Ordinance**

Be it **ORDINED** by the Governing Board of the (Town of Anywhere), North Carolina, that pursuant to section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital Project Ordinance is hereby adopted.

Section 1: The Project authorized is the (construction/rehabilitation of a wastewater treatment/collection System) to be financed by (the sale of general obligation bonds/ARRA loan /federal loan/state loan / state grants and reserves).

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the board resolution, loan documents and the budget contained herein.

Section 3: The following amounts are appropriated for the project:

Engineering	\$ 120,000
Land	90,000
Construction	<u>1,440,000</u>
	<u>\$ 1,650,000</u>

Section 4: The following revenues are anticipated to be available to complete this project:

Federal/ARRA Loan	\$ 1,100,000
Proceeds from general Obligation Bonds	\$ 500,000
Transfer from Wastewater treatment capital Reserve	<u>\$ 20,000</u>
	<u>\$ 1,650,000</u>

Section 5: The finance officer is hereby directed to maintain within the capital project fund sufficient specific detailed accounting records to satisfy the requirements of the grantor agency, the grant agreements, and federal regulations. The terms of the bond resolution also shall be met.

Section 5: 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, on a quarterly basis, on the financial status of each project element in section 3 and on the total grant/loan revenues received or claimed.

Section 8: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this board.

Section 9: Copies of this capital project ordinance shall be furnished to the clerk to the Governing Board, and to the Budget Officer and the Finance officer for direction in carrying out this project.

Duly adopted this \_\_ day of \_\_\_\_\_ 200\_.

\_\_\_\_\_  
Signature, (Authorized Rep)

(Seal)

Attest: \_\_\_\_\_  
Signature (Town Clerk)

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**COUNCIL AGENDA MEMOS**

**To: City Manager's Office**  
**From: Chief Tom Adkins**  
**Contact Person: Chief Tom Adkins**  
**Date: 05/27/2016**  
**Re: School Resource Officer Agreement with Hickory Public Schools**

**REQUEST:** Hickory Police Department (HPD) requests City Council consider approval of an agreement with Hickory Public Schools (HPS) for School Resource Officers (SRO).

**BACKGROUND:** 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 HPS. HPD places a School Resource Officer in each of the High Schools (Hickory High and Hickory Career & Arts Magnet) and a School Resource Officer in each of the Middle Schools (Grandview and Northview). Also, the School Resource Officers in the Middle Schools teach D.A.R.E. classes to the 5th and 6th grade classes in school year 2016-2017 and to the 5th grade classes in school year 2017-2018. Each Middle School SRO is assigned as a liaison officer to each of the Elementary Schools. The purpose of the SROs in HPS is to provide a safer learning environment for students and staff while creating a positive interaction between students and Hickory Police Department.

**ANALYSIS:** The SRO Agreement is for School Years 2016-2017 and 2017-2018. Hickory Police Department will provide four (4) Police Officers as SROs and HPS agrees to pay \$90,000 per school year to the City of Hickory.

**RECOMMENDATION:** Hickory Police Department recommends approval of the Agreement with Hickory Public Schools (HPS) for School Resource Officers (SRO).

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

*JW*  
*(FOR CHIEF ADKINS)*

Tom Adkins  
Initiating Department Head  
Date 5/27/16

*Rodney Miller*  
Asst. City Manager Rodney Miller  
Date 6-1-16

*Melissa Miller*  
Finance Officer, Melissa Miller  
Date 6-3-16

\_\_\_\_\_  
Date \_\_\_\_\_

*Amata M. Dula*  
Deputy City Attorney, A. Dula  
Date 6-3-16

*A. Surratt*  
Asst. City Manager, A. Surratt  
Date 6-2-16

*Bo Weichel*  
Purchasing Manager, Bo Weichel  
Date 6-2-16

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

*M. Berry*  
City Manager, M. Berry

\_\_\_\_\_  
Date \_\_\_\_\_

Prepared by: **Arnita M. Dula, Deputy City Attorney**  
**PO Box 398, Hickory, NC 28603**

**NORTH CAROLINA**

**SCHOOL RESOURCE OFFICER  
AGREEMENT**

**CATAWBA COUNTY**

This AGREEMENT is made this the \_\_\_ day of July, 2016 by and between the City of Hickory Police Department (hereinafter "HPD") and the Hickory Public School System (hereinafter "HPS").

**WITNESSETH:**

**WHEREAS**, the Hickory Public School System agrees to purchase from the HPD a School Resource Officer Program; and

WHEREAS, the City of Hickory Police Department agrees to provide and to manage a School Resource Officer (SRO) Program within the city limits of Hickory for the Hickory Public School System ; and

**WHEREAS**, the Hickory Public School System and the City of Hickory Police Department desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by the said School Resource Officers (hereinafter "SRO's") in the Hickory Public School System;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the same being valuable consideration to support entry into said agreement and each of the parties agreeing that the same has actual value in proportion to the benefits to be received by the respective parties, the parties do agree as follows, to-wit:

**Article 1. Term of Agreement**

1.1 The term of this agreement is for two years commencing on the 1st day of July 2016 and ending on the 30<sup>th</sup> day of June 2018. The Agreement shall be renewed and extended annually for additional and successive one year terms unless notice of nonrenewal is given by either party, in writing, prior to June 15th of the initial or any succeeding term.

**Article 2. Compensation**

2.1 The City of Hickory agrees to provide and to pay the SROs' salary and employment benefits in accordance with the applicable salary schedules and employment practices of the Hickory Police Department.

2.2 For and in consideration of the City of Hickory Police Department providing the SRO Program as described herein, the Hickory Public School System agrees to reimburse the City of Hickory Police Department for the full cost of the said Program as determined by the Finance Officer of the City, subject to the approval by the Board of Education of the Hickory Public School System in a sufficient amount to fund the said Program each fiscal year.

2.3 The Hickory Public School System agrees to reimburse the City of Hickory Police Department a total of Ninety Thousand Dollars (\$90,000.00) per year at Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) per (SRO) for its expenses in providing the said SRO Program for the 2016-2017 and 2017-2018 school years.

2.4 The amount of reimbursement for each successive one year term following year two of this Agreement shall be subject to increase with said increase being adjusted by the Consumer Price Index as reported for the prior calendar year.

2.5 The said reimbursement shall be paid by the Hickory Public School System to the City of Hickory in twelve monthly installments on or about the first day of each calendar month.

2.6 The maximum number of hours that a SRO officer shall be on duty in a work week shall be 37.5 hours before the SRO is compensated with overtime. The school shall be responsible for compensating officers for all school related work performed during after duty hours.

**Article 3. Goals and Objectives**

It is understood and agreed that the Hickory Public School System and City of Hickory Police Department officials share the following goals and objectives with regard to the School Resource Officer (SRO) Program in the schools:

3.1 To foster educational programs and activities that will increase student's knowledge of and respect for the law and the function of law enforcement agencies;

3.2 To encourage SROs to attend extra-curricular activities held at schools, when possible, such as PTA meetings, athletic events and concerts;

3.3 To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and general disorder;

3.4 To report serious crimes that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at school;

3.5 To cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus; and

3.6 To encourage SROs to provide crossing guards at schools when deemed necessary for the safety and protection of students and the general public when the regularly assigned crossing guard is absent.

#### **Article 4. Employment and Evaluation of School Resource Officers**

4.1 HPD agrees to provide and to manage a School Resource Officer (SRO) Program consisting of not less than four (4) full time School Resource Officers, their vehicles, supplies and equipment during the term of this Agreement.

4.2 The SROs shall be employees of the City of Hickory and shall be subject to the administration, supervision and control of the Hickory Police Department, except as such administration, supervision and control are subject to the terms and conditions of this Agreement.

4.3 The SROs shall be subject to all other personnel policies and practices of the Hickory Police Department and the City of Hickory except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement. The Hickory Police Department, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs.

4.4 The City of Hickory Police Department retains the final authority to evaluate the performance of the SROs.

#### **Article 5. Basic Qualifications of School Resource Officers (SROs)**

To be a SRO, an officer must first meet all of the following basic qualifications:

5.1 Shall be a sworn law enforcement officer and should have two years of law enforcement experience;

5.2 Shall possess a sufficient knowledge of the applicable Federal and State laws and City ordinances, and Board of Education policies and regulations;

5.3 Shall be capable of conducting criminal investigations;

5.4 Shall possess even temperament and set a good example for students; and

5.5 Shall possess communication skills which would enable the officer to function effectively within the school environment.

## **Article 6. Assignment of School Resource Officers**

6.1 The SROs shall be assigned by the Hickory Police Department as follows:

One shall be assigned to Hickory High School

One shall be assigned to Hickory Career & Arts Magnet High School

One shall be assigned to Northview Middle School, Jenkins Elementary and Viewmont Elementary.

One shall be assigned to Grandview Middle School, Longview Elementary and Oakwood Elementary

6.2 In the event an SRO is absent from work, the SRO shall notify both his/her supervisor in the Hickory Police Department and the principal of the school to which the SRO is assigned. The Hickory Police Department agrees to assign another SRO, such as an SRO assigned to the Middle Schools, to substitute for the SRO who is absent in the high schools. In the event an SRO is absent due to illness or disability for a period of ten (10) consecutive work days, the Hickory Police Department agrees to assign a substitute SRO to assume and perform the duties of the SRO who is absent from work.

6.3 HPD reserves the right to assign the SROs to other non-educational locations and duties during the months when school is not in session.

## **Article 7. Duty Hours**

7.1 The maximum number of hours that a SRO officer shall be on duty in a work week shall be 37.5 hours before the SRO is compensated with overtime. Specific SRO duty hours at a particular school shall be set by mutual agreement between the Hickory Public School System, at the direction of the principal of the school to which the officer is assigned, and the Hickory Police Department, by the supervisor in charge of the SRO Program.

7.2 The SROs shall be on duty at their respective school(s) from fifteen minutes before the beginning of the student instructional day until 15 minutes after the end of the students' school day unless modified by the mutual agreement between the Hickory Police Department and Hickory Public School System by the Principal. During that time period they shall be allowed one half hour for lunch.

7.3 It is understood and agreed that time spent by SROs attending court juvenile and/or criminal cases arising from and/or out their employment as an SRO shall be considered as hours worked under this Agreement.

## **Article 8. Duties of School Resource Officers**

8.1 To protect lives and property for the citizens and public school students of the City of Hickory;

8.2 To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct;

- 8.3 To investigate criminal activity committed on or adjacent to school property;
- 8.4 To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of a student;
- 8.5 To answer questions that students may have about North Carolina Criminal or juvenile laws;
- 8.6 To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned;
- 8.7 To provide security for special school events or functions, such as PTA meetings, at the request of the principal and the agreement of the SRO supervisor. The school shall be responsible for compensating officers for all work performed during after duty hours; and
- 8.8 To provide traffic control during the arrival and departure of students when a school crossing guard is absent.

**Article 9. Chain of Command**

- 9.1 As employees of the Hickory Police Department, SROs shall follow the chain of command as set forth in the Hickory Police Department's Policy Manual and Hickory City Policies Manual.
- 9.2 In the performance of their duties, SROs shall coordinate and communicate with the principal or the principals' designee of the school to which they are assigned.

**Article 10 Training**

- 10.1 Training Sessions will be conducted to provide SROs with appropriate in-service training such as up-dates in the law, in-service firearm training, and any other required in-service training. The attending of in-service training will be considered part of the SRO's workweek. In the event the SRO is assigned to a high school, a middle school SRO will temporarily be assigned until the completion of training.
- 10.2 The Hickory Public School System also may provide training in Board of Education Policies, regulations and procedures.

**Article 11. Dress Code**

- 11.1 SROs shall be required to wear a departmental issued uniform. All uniforms shall be provided by HPD.

**Article 12. Supplies and Equipment**

The Hickory Police Department agrees to provide each SRO with the following equipment:

#### 12.1 Motor Vehicles:

The Hickory Police Department shall provide a standard patrol vehicle for each SRO. In addition, the Hickory Police Department agrees to maintain the vehicles assigned to SROs, HPD shall pay for gasoline, oil, replacement tires and other expenses associated with the operation of the said vehicles and purchase and maintain comprehensive general auto liability insurance on the said vehicles in an amount not less than the coverage recommended by the City of Hickory.

#### 12.2 Weapons and ammunition:

The Hickory Police Department agrees to provide the standard issue pistol and rounds of ammunition for each SRO.

#### 12.3 Office Supplies:

The Hickory Police Department agrees to provide each SRO with the usual and customary office supplies and forms required in the performance of their duties.

### **Article 13. Transporting Students**

13.1 It is agreed that SROs shall not transport students in their vehicles except: when the students are victims of a crime, under arrest, or some other emergency circumstances exist; and when students are suspended and sent home from school pursuant to school disciplinary actions if the student's parent or guardian has refused or is unable to pick-up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel.

13.2 If circumstances require that the SRO transport a student, then the school officials must provide a school official or employee of the same gender of the student to be transported to accompany the officer in the vehicle.

13.3 If the student to be transported off campus is not under arrest, a victim of a crime, or violent or disruptive, the school administration shall provide transportation for the student and the SRO may accompany a school official in transporting a student.

13.4 Student shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. SROs shall not transport students in their personal vehicles.

13.5 SROs shall notify the school principal before removing a student from campus.

### **Article 14. Investigation, Interrogation, Search and Arrest Procedures**

#### 14.1 Investigation

The SRO shall follow the HPD policies, NC Statutes and the U.S. Constitution when investigating crimes and any violations of school policies during the interrogation, search and arrest of students. In the event a serious crime is committed at school or at a school

activity, the principal or assistant principal will be notified and will assist the SRO or any HPD officer with the investigation.

#### 14.2 Search Procedures

14.2.1 If the school official has reasonable grounds for suspecting that a search of a student or a student's possessions will uncover evidence that the student has violated or is violating either the law or the rules of the school, the school official may search the student and the student's pockets, pocketbook, book bag, desk, locker, vehicle or any other similar location within the student's control. When requested by school officials, the SRO shall assist with the search in order to protect the safety of all persons involved in the search. If the search uncovers evidence of criminal misconduct, the evidence may be held for or turned over to the SRO. Hickory Public Schools agrees that HPD may use the drug canines on school property to detect the presence of controlled substances. The SRO or HPD supervisor shall notify the principal or person in charge of the school property prior to the use of these canines.

14.2.2 School officials shall notify the SRO in all cases involving the possession, sale or distribution of controlled substances at school or school activities. Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO for proper identification and eventual destruction.

#### 14.3 Arrest Procedures

14.3.1 The SRO or any HPD officer will make the final decision on any arrest or taking a juvenile into custody. The SRO is encouraged to seek the input of school officials if the matter is not time sensitive.

### **Article 15. Access to Education Records**

15.1 School officials shall allow SROs to inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, law enforcement officials may not inspect and/or copy confidential student education records except in emergency situations. If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

15.2 If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records.

### **Article 16. Liability Insurance and Indemnification**

16.1 The City of Hickory shall maintain in full force and effect during the term of this agreement a general comprehensive liability insurance policy with coverage in an amount of not less than One million dollars (\$1,000,000) for any acts or omissions that occur or claims that are made during the term of the agreement.

16.2 The City of Hickory Police Department agrees to hold the Hickory Public School System its agents and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the SRO officers or the SRO Program.

IN WITNESS WHEREOF, the parties hereto have caused this Operations Agreement to be executed the day and year first written above.

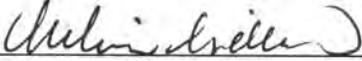
**CITY OF HICKORY,**  
A North Carolina Municipal Corporation

ATTEST: (SEAL)

By: \_\_\_\_\_  
Rudy Wright, Mayor

\_\_\_\_\_  
Debbie D. Miller, City Clerk

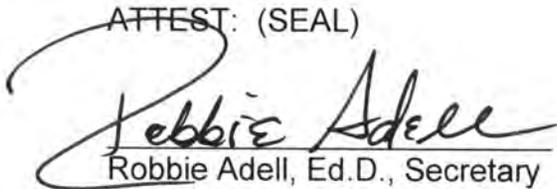
This document has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

  
\_\_\_\_\_  
Melissa Miller, Finance Officer  
City of Hickory

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

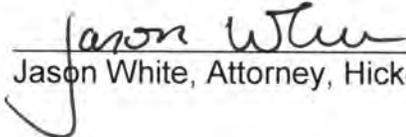
\_\_\_\_\_  
Arnita M. Dula, Deputy City Attorney

**BOARD OF EDUCATION OF THE  
HICKORY PUBLIC SCHOOLS**  
A North Carolina Local Educational  
Authority

ATTEST: (SEAL)  
  
Robbie Adell, Ed.D., Secretary

By:   
Reginald Hamilton, Chair

Approved as to form of behalf of the Board of Education:

  
Jason White, Attorney, Hickory Board of Education

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA

I, \_\_\_\_\_ a Notary Public of said County and State, certify that Debbie D. Miller personally came before me this day and acknowledged that she is City Clerk of the City of Hickory, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name and by its Mayor, sealed with its corporate seal and attested by her as its City Clerk.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA

I, \_\_\_\_\_ a Notary Public of said County and State, certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is the Secretary of the Board of Education of the Hickory Public School System, a North Carolina \_\_\_\_\_, and that by authority duly given and as the act of the School System, the foregoing instrument was signed in its name and by its Chair, sealed with its corporate seal and attested by him/her as its \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires: \_\_\_\_\_

**BUDGET ORDINANCE AMENDMENT # 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	
<b>TOTAL</b>	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	
<b>TOTAL</b>	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	
<b>TOTAL</b>	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
<b>TOTAL</b>	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	
<b>TOTAL</b>	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
<b>TOTAL</b>	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
<b>TOTAL</b>	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	
<b>TOTAL</b>	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.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**CAPITAL PROJECT ORDINANCE AMENDMENT # 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	
<b>TOTAL</b>	<b>32,646</b>	<b>-</b>

**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	
<b>TOTAL</b>	<b>32,646</b>	<b>-</b>

**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	
<b>TOTAL</b>	<b>445,394</b>	<b>845,111</b>

**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
<b>TOTAL</b>	<b>33,931</b>	<b>433,648</b>

**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	
<b>TOTAL</b>	<b>3,806,265</b>	<b>-</b>

**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	
<b>TOTAL</b>	<b>3,806,265</b>	<b>-</b>

**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	
<b>TOTAL</b>	<b>3,145,622</b>	<b>-</b>

**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	
<b>TOTAL</b>	<b>3,145,622</b>	<b>-</b>

**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.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**CAPITAL PROJECT ORDINANCE # 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
General Capital Project	1,370	
<b>TOTAL</b>	1,370	0

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

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	1,370	-
<b>TOTAL</b>	1,370	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 # 3**  
**Bond Projects Miscellaneous Costs**

**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 Bond Projects Miscellaneous Costs.

**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:

<b>Other Financing Sources:</b>	
General Fund – General Government	<u>\$1,370</u>
<b>Total</b>	<b>\$1,370</b>

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

<b>General Capital Project:</b>	
Bond Administrative Costs/Miscellaneous	<u>\$1,370</u>
<b>Total</b>	<b>\$1,370</b>

**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

**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>
	<b>\$47,989,733</b>

**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 Service	1,415,519
Contingency	<u>650,000</u>
	<b>\$47,989,733</b>

**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>
	<b>\$24,969,585</b>

**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
Other Financing Uses	1,157,697
Debt Service	3,619,792
Contingency	<u>300,000</u>
	<b>\$24,969,585</b>

**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	\$1,726,338
	<b>\$1,726,338</b>

**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	\$1,726,338
	<b>\$1,726,338</b>

**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	\$267,702
	<b>\$267,702</b>

**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	\$267,702
	<b>\$267,702</b>

**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>
	<b>\$2,591,027</b>

**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>
	<b>\$2,591,027</b>

**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>
	<b>\$4,645,860</b>

**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>
	<b>\$4,645,860</b>

**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>
	<b>\$1,660,000</b>

**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>
	<b>\$1,660,000</b>

**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>
	<b>\$2,666,033</b>

**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>
	<b>\$2,666,033</b>

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

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

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

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

**SECTION 19:** The operating funds encumbered on the financial records of June 30, 2016 are hereby reappropriated 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 organizations
- 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.

Adopted this 21<sup>st</sup> day of June, 2016

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Rudy Wright  
Mayor

Attest:

---

Debbie Miller  
City Clerk

**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 the 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.

Adopted this 21st day of June, 2016

Debbie D. Miller, City Clerk

Rudy Wright, Mayor

**City of Hickory**  
**FY2016-17**  
**Fee Schedule**

	FY14-15	FY15-16	FY16-17
<b>CITY CLERK</b>			
Street Closing Fee	\$ 575.00	\$ 575.00	\$ 575.00
Mailing to Citizens per Year			
City Council Agendas	\$ 77.50	\$ 77.50	\$ 77.50
City Council Minutes	\$ 156.00	\$ 156.00	\$ 156.00
Board/ Commission Minutes	\$ 38.75	\$ 38.75	\$ 38.75
Special Meeting Notice mailed by US Postal Service (annual fee) re:GS143-318.12(b)(2)			
No charge for email copy	\$ 10.00	\$ 10.00	\$ 10.00
City Code Unbound Copy	\$ 115.25	\$ 115.25	\$ 115.25
Copy of full City Council Agenda Package (must be picked up, not mailed)	\$ 21.00	\$ 21.00	\$ 21.00
Photocopies (per sheet-black and white)	\$ 0.10	\$ 0.10	\$ 0.10
Photocopies (per sheet-color)	\$ 0.25	\$ 0.25	\$ 0.25
Civil Penalties-Chapter 13 Garbage, Refuse, Weeds		\$ 75.00	\$ 75.00
Civil Citations:			
First Offense (Per offense)	\$ 50.00	\$ 50.00	\$ 50.00
Second - Fourth Offense (Per offense)	\$ 100.00	\$ 100.00	\$ 100.00
Fifth - Tenth Offense (Per offense)	\$ 250.00	\$ 250.00	\$ 250.00
Tenth Offense and beyond within twelve (12) consecutive months preceding the date of violation	\$ 500.00	\$ 500.00	\$ 500.00
<b>ENGINEERING</b>			
24x36 Black and White City Map	\$ 2.00	\$ 2.00	\$ 2.00
24x36 Color City Map	\$ 4.00	\$ 4.00	\$ 4.00
24x36 Map			\$ 4.00
36x48 Black and White City Map	\$ 3.00	\$ 3.00	\$ 3.00
36x48 Color City Map	\$ 6.50	\$ 6.50	\$ 6.50
66x70 2-piece Black and White City Map	\$ 16.50	\$ 16.75	\$ 17.00
66x70 2-piece Color City Map	\$ 32.75	\$ 33.00	\$ 33.25
8.5x11 GIS Property Info Map	\$ 1.00	\$ 1.00	\$ 1.00
18x24 Plats	\$ 1.50	\$ 1.50	\$ 1.50
<b>FINANCE</b>			
<b>MISCELLANEOUS</b>			
Copy of Budget Document	\$ 57.50	\$ 58.00	\$ 58.00
Computer Printouts	\$ 0.75	\$ 0.75	\$ 0.75
Returned Item Fee	\$ 25.00	\$ 25.25	\$ 25.00
<b>BEER &amp; WINE LICENSES</b>			
Beer - OFF Premises	\$ 5.00	\$ 5.00	\$ 5.00
Beer - ON Premises	\$ 15.00	\$ 15.00	\$ 15.00
Beer - ON Premises, Wine - OFF Premises	\$ 25.00	\$ 25.00	\$ 25.00
Beer & Wine - OFF Premises	\$ 15.00	\$ 15.00	\$ 15.00

**City of Hickory  
FY2016-17  
Fee Schedule**

Beer & Wine - ON Premises	\$ 30.00	\$ 30.00	\$ 30.00
Beer & Wine - Wholesale	\$ 62.50	\$ 62.50	\$ 62.50
<b>CITY PARKING</b>			
Ungated Lots	\$ 28.50	\$ 28.75	\$ 29.00
Parking Deck	\$ 34.75	\$ 35.00	\$ 35.25
Parking Sticker/Card (extra/replacement)	\$ 3.25	\$ 3.25	\$ 3.25
<b>I. GENERAL INSPECTION USE PERMITS</b>			
All buildings required by the NC Fire Code to be inspected shall obtain a General Inspection Use Permit. The frequency rate of the inspections are based upon the minimum inspection schedule required by the NC Fire Code. Operational permits required by the NC Fire Code will be included in the General Inspection Use Permit and will be listed on their permit as a provision. Departure from that type of operation would require another permit to be obtained. Operations or processes listed in the Fee Schedule as a Special Operational Use Permit are not included in the General Inspection Use Permit. The various General Inspection Use Permits and fees are as follows:			
<b>Twelve Month Inspection</b>			
The following occupancies are to be inspected once every year and the General Inspection Use Permit will be valid for a period of 12 months from the date of issuance:			
Assembly (per building listed on Use Permit)	\$ 81.25	\$ 82.00	\$ 82.50
Day Care Facility	\$ 81.25	\$ 82.00	\$ 82.50
Hazardous	\$ 200.00	\$ 201.50	\$ 203.00
High Rise	\$ 273.75	\$ 276.00	\$ 278.00
Institutional/Other than Hospital	\$ 81.25	\$ 82.00	\$ 82.50
Institutional/Hospital	\$ 273.75	\$ 276.00	\$ 278.00
Educational/Public Schools	\$ 81.25	\$ 82.00	\$ 82.50
Residential (per building listed on Use Permit)	\$ 81.25	\$ 82.00	\$ 82.50
<b>Twelve Month Inspection</b>			
Residential Care/Assisted Living Facility (Group R-4)	\$ 81.25	\$ 82.00	\$ 82.50
Apartment Complex			
<i>Ten Buildings or Less</i>	\$ 81.25	\$ 82.00	\$ 82.50
<i>Eleven to Twenty Buildings</i>	\$ 111.50	\$ 112.50	\$ 113.25
<i>More Than Twenty Buildings</i>	\$ 140.25	\$ 141.25	\$ 142.25
<b>* Apartment Complex - includes interior common areas, community rooms, offices, laundry rooms, etc.</b>			
<b>Twenty-four Month Inspection</b>			
The following occupancies are to be inspected every two years and the General Inspection Use Permit will be valid for a period of 24 months from the date of issuance:			
Factory Industrial	\$ 163.00	\$ 164.25	\$ 165.50
Educational/Private School	\$ 81.25	\$ 82.00	\$ 82.50
<b>Thirty-six Month Inspection</b>			
The following occupancies are to be inspected every three years and the General Inspection Use Permit will be valid for a period of 36 months from the date of issuance:			
Assembly (occupant load less than 100)	\$ 96.25	\$ 97.00	\$ 97.75

**City of Hickory**  
**FY2016-17**  
**Fee Schedule**

Assembly (occupant load less than 50)	\$ 96.25	\$ 97.00	\$ 97.75
Business (per building listed on Use Permit)	\$ 96.25	\$ 97.00	\$ 97.75
Mercantile	\$ 96.25	\$ 97.00	\$ 97.75
Storage	\$ 140.25	\$ 141.25	\$ 142.25
Outside Mini Storage (without office)	No charge	No charge	No charge
Churches/Synagogues	\$ 81.25	\$ 82.00	\$ 82.50
* Multi-Tenant Building			
Business (10 or less tenants)	\$ 140.25	\$ 141.25	\$ 142.25
Business (more than 10 tenants)	\$ 273.75	\$ 276.00	\$ 278.00
Mercantile (10 or less tenants)	\$ 140.25	\$ 141.25	\$ 142.25
<b>Other Not Listed</b>			
Buildings not fitting into one of the other General Inspection Use Permits will be classified as Other Not Listed. Based upon the degree of hazards the General Inspection Use Permit will be valid for either 12, 24, or 36 months from the date of issuance.			
Other Not Listed			
Twelve Month Inspection	\$ 81.25	\$ 82.00	\$ 82.50
Twenty-four Month Inspection	\$ 96.25	\$ 97.00	\$ 97.75
Thirty-six Month Inspection	\$ 111.50	\$ 112.50	\$ 113.25
<i>The issuance of an operational or construction permit from the Division of Fire &amp; Life Safety does not relieve the applicant of any permits required by the Catawba County Building Services Department for installation, repair, alteration or modification to a structure, system, or equipment.</i>			
<b>II. SPECIAL OPERATIONAL USE PERMITS</b>			
Operational permits are required by the NC Fire Code to conduct the following types of operations. A permit fee will be charged for the following Special Operational Use Permits. These permits are not attached to normal procedures and are not covered under a General Inspection Use Permit or Fire Department Construction Permit. Tents and air supported structures requiring a construction permit will be included with the Special Operational Use Permit.			
Blasting Permit			
30 day permit	\$ 111.50	\$ 112.50	\$ 113.25
2 day permit (48 hours)	\$ 51.75	\$ 52.25	\$ 75.00
Burning Permit			
Commercial	\$ 51.75	\$ 52.25	\$ 52.50
Residential	No charge	No charge	No charge
Exhibit and Trade Show	\$ 51.75	\$ 52.25	\$ 52.50
Festivals (fairs, carnivals, etc.)			
Large Festival:	\$ 205.75	\$ 207.50	\$ 209.00
<i>Festival with an attendance of more than 6,000 on any given day</i>			
<i>Outdoor circus or carnival</i>			
Small Festival:	\$ 51.75	\$ 52.25	\$ 52.50
<i>Festival with an attendance of 6,000 or less each day</i>			
<i>Indoor circus or carnival</i>			
Firework/Pyrotechnic Display (per display)	\$ 222.00	\$ 223.75	\$ 225.25

**City of Hickory  
FY2016-17  
Fee Schedule**

Fumigation or Thermal Insecticidal Fogging	\$ 51.75	\$ 52.25	\$ 52.50
Special Amusement Building	\$ 51.75	\$ 52.25	\$ 52.50
Tent or Air Supported Structures	\$ 51.75	\$ 52.25	\$ 52.50
Tent, Structure or Stand for Fireworks Sales			
30 day permit (changed from a 21 day permit to 30)	\$ 507.50	\$ 511.50	\$ 515.00
14 day permit (changed from a 7 day permit to 14)	\$ 253.75	\$ 255.75	\$ 257.50
Other Not Listed	\$ 51.75	\$ 52.25	\$ 52.50
After Hours Inspection ( <i>inspections conducted outside of normal work hours</i> )	\$ 50.00	\$ 50.00	\$ 50.00
*Late Application Fee	\$ 50.00	\$ 50.00	\$ 50.00
*A fee will be added to certain Special Operational Use Permits if the application is not submitted 14 days prior to the event. The Special Operational Use Permit applications include Exhibit and Trade Shows; Large Festivals; Small Festivals; Fireworks Displays; Special Amusement Buildings; Tent or Air Supported Structures; and Tent, Structure or Stand for Fireworks Sales.			
<b>III. FIRE DEPARTMENT CONSTRUCTION PERMITS</b>			
Construction permits are required by the NC Fire Code to install or modify the following systems or equipment. A permit fee will be charged for the following Fire Department Construction Permit. Any person that commences any work before obtaining the necessary permit will be charged double permit fees and subject to civil citations and being reported to the NC State Board of Examiners.			
<b>Automatic Fire-Suppression System</b>			
<i>Installation</i>	\$ 68.25	\$ 68.75	\$ 69.25
<i>Renovation/Modification</i>	\$ 57.50	\$ 58.00	\$ 58.50
<b>Automatic Sprinkler System</b>			
<i>Installation (\$70.00 minimum) (per sq. ft.)</i>	\$ 0.01	\$ 0.01	\$ 0.01
<i>Renovation/Modification</i>	\$ 57.50	\$ 58.00	\$ 58.50
<b>Standpipe System (Not part of a sprinkler system)</b>			
<i>Installation</i>	\$ 68.25	\$ 68.75	\$ 69.25
<i>Renovation/Modification</i>	\$ 57.50	\$ 58.00	\$ 58.50
<b>Fire Alarm and Detection System</b>			
(Includes devices tied into fire alarm system)			
<i>Installation (\$70.00 minimum) (per sq. ft.)</i>	\$ 0.01	\$ 0.01	\$ 0.01
<i>Renovation/Modification</i>	\$ 57.50	\$ 58.00	\$ 58.50
<b>Door Locking Devices</b>			
(Access-controlled egress, delayed egress, & special locking devices) additional \$5.00 per device.			
<i>Installation</i>	\$ 68.25	\$ 68.75	\$ 69.25
<i>Renovation/Modification</i>	\$ 57.50	\$ 58.00	\$ 58.50
<b>Two-way Communication System</b>			
(Area of Rescue Assistance)			
<i>Installation</i>	\$ 68.25	\$ 68.75	\$ 69.25
<i>Renovation/Modification</i>	\$ 57.50	\$ 58.00	\$ 58.50
<b>Fire Pumps and Related Equipment</b>			
<i>Installation</i>	\$ 68.25	\$ 68.75	\$ 69.25

**City of Hickory  
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<i>Renovation/Modification</i>	\$ 57.50	\$ 58.00	\$ 58.50
Private Fire Hydrants			
<i>Installation</i>	\$ 68.25	\$ 68.75	\$ 69.25
<i>Renovation/Modification</i>	\$ 57.50	\$ 58.00	\$ 58.50
Compressed Gas Systems (Amounts exceed those listed in Table 105.6.9)			
<i>Install, Abandon, Remove, Place Temporarily out of Service, or Close</i>	\$ 57.50	\$ 58.00	\$ 58.50
Flammable and Combustible Liquids Storage Tanks			
* <i>Tank Installation- (per tank)</i>	\$ 68.25	\$ 68.75	\$ 69.25
<i>Removal or Place out of Service- (per tank)</i>	\$ 68.25	\$ 68.75	\$ 69.25
Fuel dispensing equipment installation or replacement	\$ 25.25	\$ 25.50	\$ 25.75
Hazardous Material Facility or Other Area			
<i>Abandon, Remove, Place Temporarily out of Service, or Close areas regulated by Chapter 27 when amts. listed in Table 105.6.21 are exceeded.</i>	\$ 68.25	\$ 68.75	\$ 69.25
* If electrical circuitry is involved then an electrical permit must also be obtained from the Catawba County Building Services Department			
<b>IV. MISCELLANEOUS TESTS, INSPECTIONS, AND SERVICES</b>			
Residential (Group R-3)	\$ 44.75	\$ 45.00	\$ 45.25
Fire Flow Test	\$ 90.75	\$ 91.50	\$ 92.25
Special Inspection (Conducted during normal work hours)	\$ 51.75	\$ 52.25	\$ 52.50
Special Inspection (Requested by contractor outside normal work hours) (per hour)	\$ 101.50	\$ 102.25	\$ 103.00
Stand-by Firefighter (3 hour minimum) (per hour)			\$ 30.00
Re-inspection fees will be charged to the permit applicant or holder of a General Inspection Use Permit beyond the first re-inspection when conducting inspections for fire code violations that have not been corrected.			
<i>First non-compliance re-inspection</i>	\$ 35.00	\$ 35.00	\$ 35.00
<i>Second and all subsequent non-compliance re-inspections. (per re-inspection)</i>	\$ 50.00	\$ 50.00	\$ 50.00
Re-inspection fees will be charged to the permit holder of a Fire Department Construction Permit for the following: <i>Re-inspections due to work not being finished, corrections not being completed, or failure to cancel an inspection.</i>	\$ 50.00	\$ 50.00	\$ 50.00
Reimbursement cost for stand-by fire protection services due to hazardous materials incidents or other emergencies.			
<i>Engine or Ladder Company (per hour)</i>	\$ 121.25	\$ 122.25	\$ 123.00
<i>Incident Commander (per hour)</i>	\$ 29.00	\$ 29.25	\$ 29.50
<i>Incident supplies, fuel, overtime cost for staffing</i>	Replacement Cost	Replacement Cost	Replacement Cost
Violations of Occupancy Limits:			
First Offense (Per violation)	\$ 100.00	\$ 100.00	\$ 100.00
Second Offense (Per violation)	\$ 250.00	\$ 250.00	\$ 250.00
Third and any Subsequent Offenses (Per violation)	\$ 500.00	\$ 500.00	\$ 500.00

**City of Hickory  
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Violations consisting of exit accesses, exits or exit discharges being obstructed or impediments to their full instant use:			
First Offense (Per violation)	\$ 100.00	\$ 100.00	\$ 100.00
Second Offense (Per violation)	\$ 250.00	\$ 250.00	\$ 250.00
Third and any Subsequent Offenses (Per violation)	\$ 500.00	\$ 500.00	\$ 500.00
<b>LIBRARY</b>			
Out of City Patron (Excluding Counties who contribute toward the Library)	\$ 55.00	\$ 55.00	\$ 55.00
Replacement fee for library cards	\$ 2.00	\$ 2.00	\$ 2.00
Replacement cost for library books/DVDs/CDs + \$7 processing fee (based on average replacement value)			
Inter-library loan - 1 request per week allowed at no charge			
Replacement of damaged/missing processing supplies (e.g., barcodes, RFID tags, spine labels, mylar book covers, DVD trays, DVD/CD paper inserts)	\$ 3.00	\$ 3.00	\$ 3.00
DVD/CD Case (incl. barcode, tray & RFID tag)	\$ 4.00	\$ 4.00	\$ 4.00
Backpacks-lost/damaged	\$ 10.00	\$ 10.00	\$ 10.00
Backpack components (replacement)			
Books	\$ 8.00	\$ 8.00	\$ 8.00
DVDs	\$ 15.00	\$ 15.00	\$ 15.00
Inter-library loan additional request	\$ 3.00	\$ 3.00	\$ 3.00
Mailed obituary copy	\$ 5.00	\$ 5.00	\$ 5.00
Letter/Legal size per page	\$ 0.10	\$ 0.10	\$ 0.10
Ledger size per page	\$ 0.10	\$ 0.10	\$ 0.10
Microfilm reader per page	\$ 0.10	\$ 0.10	\$ 0.10
Computer printer per page/black and white	\$ 0.10	\$ 0.10	\$ 0.10
Computer printer per page/color	\$ 0.25	\$ 0.25	\$ 0.25
Copy per page/black and white	\$ 0.10	\$ 0.10	\$ 0.10
Copy per page/color	\$ 0.25	\$ 0.25	\$ 0.25
Daily Fine			
\$.10/adult book (Maximum of \$15.00)	\$ 15.00	\$ 15.00	\$ 15.00
\$.05/child book (Maximum of \$15.00)	\$ 15.00	\$ 15.00	\$ 15.00
\$.05 child CD	\$ 15.00	\$ 15.00	\$ 15.00
\$.10/adult CD	\$ 15.00	\$ 15.00	\$ 15.00
\$1.00/DVD (Maximum of \$15.00)	\$ 15.00	\$ 15.00	\$ 15.00
<b>PLANNING AND DEVELOPMENT</b>			
<b>ZONING</b>			
Waver of Buffer Agreement Review	\$ 155.25	\$ 156.50	\$ 157.50
Rezoning Application Fee			
0-1 Acre	\$ 516.25	\$ 520.50	\$ 524.25
>1-5 Acres	\$ 715.75	\$ 721.50	\$ 726.50
>5 Acres	\$ 1,073.75	\$ 1,082.25	\$ 1,089.75
Special Use Permit	\$ 309.50	\$ 312.00	\$ 314.25
Certificate of Appropriateness Public Hearing	\$ 223.50	\$ 225.25	\$ 226.75
Variance Application	\$ 238.75	\$ 240.50	\$ 242.25

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Transfer of Development Rights Review	\$ 155.25	\$ 156.50	\$ 157.50
Letter Verifying Zoning Flood Plain	\$ 24.00	\$ 24.25	\$ 25.00
Zoning Letter for Commercial Property	\$ 60.00	\$ 60.00	\$ 25.00
Preliminary Plat (plus \$4.00 / lot)	\$ 335.50	\$ 338.25	\$ 340.50
Final Plat (plus \$3.00 / lot)	\$ 167.50	\$ 168.50	\$ 169.75
<b>MISCELLANEOUS</b>			
Standard fee Xerox copies per sheet	\$ 0.25	\$ 0.25	\$ 0.25
Payment Due Upon Request or Billing to Existing Customer Base.			
The following fee schedule is updated annually to adjust for the effects of increased construction costs; however, changes and additions to the fee schedule may be made at any time by the City Council.			
Permit Center Express Plan Review (Per Hour, Per Dept)	\$ 191.00	\$ 192.50	\$ 193.75
* Demolition Permit (Max. 30 day limit on clean-up)	\$ 109.25	\$ 110.00	\$ 110.75
** Residential Zoning Application/Review	\$ 12.25	\$ 12.25	\$ 12.25
**Commercial Zoning Application/Review - without plans	\$ 24.00	\$ 24.25	\$ 24.50
** Commercial Zoning Application/Review - with plans	\$ 35.75	\$ 36.00	\$ 36.25
** Alcohol Beverage Control Application	\$ 28.00	\$ 28.25	\$ 28.50
**Temporary Sign Bond/Banners-12 weeks(Cash or Check)	\$ 50.75	\$ 51.25	\$ 51.50
**Temporary Sign Bond/Banners-52 weeks(Cash or Check)	\$ 101.50	\$ 102.25	\$ 103.00
<i>**Payment due upon request or billing to existing customer base**</i>			
<b>POLICE</b>			
Address Search	\$ 10.00	\$ 10.00	\$ 10.00
Solicitors Permit - background performed and hard copy identification card is made for each solicitor	\$ 15.00	\$ 15.00	\$ 15.00
Copies (reports) each	\$ 3.00	\$ 3.00	\$ 3.00
Each additional 20 pages requested	\$ 3.00	\$ 3.00	\$ 3.00
Electronic reports provided on USB Drive	\$ 25.00	\$ 25.25	\$ 25.25
Fingerprinting (non-arrestee) per set	\$ 12.00	\$ 12.00	\$ 12.00
Parking Citation fine	\$5.00 to \$13.00	\$5.00 to \$13.00	\$5.00 to \$10.00
Handicapped Parking Violations fine	\$ 100.00	\$ 100.00	\$ 100.00
Parking Permit Violation fine	\$ 20.00	\$ 20.00	\$ 20.00
Issue New Permit or Reinstate Permit (driver)	\$ 13.00	\$ 13.00	\$ 13.00
Annual Renewal of Permit (driver)	\$ 7.50	\$ 7.50	\$ 7.50
Transfer or Duplication of Lost Permit	\$ 3.50	\$ 3.50	\$ 3.50
Taxicab Franchise			
Per Cab or Other Vehicle for Hire (owner)	\$ 23.00	\$ 23.25	\$ 23.25
Per Transfer of Title or Permission to Purchase Tags	\$ 8.00	\$ 8.00	\$ 8.00
Precious Metals Business - Dealer Permit	\$ 180.00	\$ 180.00	\$ 180.00
Precious Metals Employee	\$ 10.00	\$ 10.00	\$ 10.00
Precious Metals Employee Renewal	\$ 3.00	\$ 3.00	\$ 3.00
Civil Citations			
First Offense (Per offense)	\$ 50.00	\$ 50.00	\$ 50.00
Second - Fourth Offense (Per offense)	\$ 100.00	\$ 100.00	\$ 100.00

**City of Hickory  
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Fifth - Tenth Offense (Per offense)	\$ 250.00	\$ 250.00	\$ 250.00
Tenth Offense and beyond within twelve (12) consecutive months preceding the date of violation	\$ 500.00	\$ 500.00	\$ 500.00
Land Development Code Citations (\$100 per day)			\$ 100.00
<b>PUBLIC SERVICES</b>			
<b>CEMETERY LOTS</b>			
Oakwood (must purchase two lots and no pre-need)	\$ 1,029.00 ea.	\$ 1,029.00 ea.	\$ 1,029.00 ea.
Fairview	\$ 729.00	\$ 734.75	\$ 734.75
Southside	\$ 729.00	\$ 734.75	\$ 734.75
Baby Grave with identification marker	\$ 729.00	\$ 734.75	\$ 734.75
<b>CEMETERY PERMITS</b>			
Internment Permit	\$ 61.75	\$ 62.25	\$ 62.25
Monument Permit	\$ 12.50	\$ 12.50	\$ 12.50
Enurnment Permit	\$ 12.50	\$ 12.50	\$ 12.50
Niche Opening After Initial Enurnment	\$ 180.75	\$ 182.25	\$ 182.25
<b>COLUMBARIUM</b>			
Single Niche	\$ 1,480.50	\$ 1,492.25	\$ 1,492.25
Double Niche	\$ 2,220.00	\$ 2,237.75	\$ 2,237.75
<b>LANDSCAPE SERVICES</b>			
<b>*Large Trees</b>			
Fruitless Sweetgum	\$ 359.25	\$ 359.25	\$ 359.25
Norway Maple	\$ 359.25	\$ 359.25	\$ 359.25
Ginko	\$ 359.25	\$ 359.25	\$ 359.25
<b>**Medium Trees</b>			
American Hornbeam	\$ 287.00	\$ 287.00	\$ 287.00
Sawtooth Oak	\$ 287.00	\$ 287.00	\$ 287.00
Red Maple	\$ 287.00	\$ 287.00	\$ 287.00
Sugar Maple	\$ 287.00	\$ 287.00	\$ 287.00
<b>**Small Trees</b>			
Cranberry	\$ 215.00	\$ 215.00	\$ 215.00
Yoshino Cherry	\$ 215.00	\$ 215.00	\$ 215.00
Kwanzan Cherry	\$ 215.00	\$ 215.00	\$ 215.00
Kousa Dogwood	\$ 215.00	\$ 215.00	\$ 215.00
*Trees should have a minimum caliper of 2.5" and a minimum height of 12'-14' at the time of planting.			
**Trees should have a minimum caliper of 2" and a minimum height of 8'- 10' at the time of planting			
The above fees include the purchase, delivery, and installation of the tree at a selected public planting site			
Shuford Garden Rental	\$ 172.00	\$ 173.25	\$ 173.25
<b>RECYCLING</b>			
Household Solid Waste Fee Per Month	\$ 16.50	\$ 18.50	\$ 19.50
OCC Recycling Bulk Container per Month	\$ 35.00	\$ 35.00	\$ 35.25
Contaminated OCC Bulk Container	\$ 55.50	\$ 55.50	\$ 56.00
Pick up for OCC Container/Nonpayment	\$ 51.50	\$ 51.50	\$ 51.75
Residential Recycling Bags (tax included)	\$ 17.00	\$ 17.00	\$ 17.25

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95 Gallon Rollout - 1 x Week (Hickory Dumpster Cust.)	\$ 17.00	\$ 17.00	\$ 17.25
(glass recycling) (each/glass/per mo.)			
Extra Pick Up (each container)	\$ 8.50	\$ 8.50	\$ 9.25
<b>COMMERCIAL WASTE</b>			
4-Yard BC - Monthly Rental Fee	\$ 28.75	\$ 28.75	\$ 29.00
4-Yard BC - 1 pickup per week	\$ 40.25	\$ 40.25	\$ 40.50
4-Yard BC - 2 pickups per week	\$ 102.00	\$ 102.00	\$ 102.75
4-Yard BC - 3 pickups per week	\$ 164.75	\$ 164.75	\$ 166.00
4-Yard BC - 4 pickups per week	\$ 227.75	\$ 227.75	\$ 229.25
4-Yard BC - 5 pickups per week	\$ 290.50	\$ 290.50	\$ 292.50
4-Yard BC - 6 pickups per week	\$ 352.25	\$ 352.25	\$ 354.75
4-Yard BC - 1 pickup per month	\$ 9.75	\$ 9.75	\$ 10.00
4-Yard BC - 2 pickups per month	\$ 19.50	\$ 19.50	\$ 19.75
4-Yard BC - Extra Pickup	\$ 14.50	\$ 14.50	\$ 14.75
4-Yard BC - Contaminated Container	\$ 55.50	\$ 55.50	\$ 56.00
4-Yard BC - Dumpster Removal Non - Payment	\$ 51.50	\$ 51.50	\$ 51.75
6-Yard BC - Monthly Rental Fee	\$ 35.00	\$ 35.00	\$ 35.25
6-Yard BC - 1 pickup per week	\$ 67.00	\$ 67.00	\$ 67.50
6-Yard BC - 2 pickups per week	\$ 156.50	\$ 156.50	\$ 157.50
6-Yard BC - 3 pickups per week	\$ 245.25	\$ 245.25	\$ 247.00
6-Yard BC - 4 pickups per week	\$ 334.75	\$ 334.75	\$ 337.00
6-Yard BC - 5 pickups per week	\$ 424.25	\$ 424.25	\$ 427.25
6-Yard BC - 6 pickups per week	\$ 513.00	\$ 513.00	\$ 516.50
6-Yard BC - 1 pickup per month	\$ 15.50	\$ 15.50	\$ 15.75
6-Yard BC - 2 pickups per month	\$ 31.00	\$ 31.00	\$ 31.25
6-Yard BC - Extra Pickup	\$ 20.50	\$ 20.50	\$ 20.75
6-Yard BC - Contaminated Container	\$ 55.50	\$ 55.50	\$ 56.00
6-Yard BC - Dumpster Removal Non - Payment	\$ 51.50	\$ 51.50	\$ 51.75
8-Yard BC - Monthly Rental Fee	\$ 39.25	\$ 39.25	\$ 39.50
8-Yard BC - 1 pickup per week	\$ 80.75	\$ 80.75	\$ 81.25
8-Yard BC - 2 pickups per week	\$ 183.25	\$ 183.25	\$ 184.50
8-Yard BC - 3 pickups per week	\$ 285.25	\$ 285.25	\$ 287.25
8-Yard BC - 4 pickups per week	\$ 388.25	\$ 388.25	\$ 391.00
8-Yard BC - 5 pickups per week	\$ 491.25	\$ 491.25	\$ 494.75
8-Yard BC - 6 pickups per week	\$ 593.25	\$ 593.25	\$ 597.50
8-Yard BC - 1 pickup per month	\$ 18.50	\$ 18.50	\$ 18.75
8-Yard BC - 2 pickups per month	\$ 37.00	\$ 37.00	\$ 37.25
8-Yard BC - Extra Pickup	\$ 23.75	\$ 23.75	\$ 24.00
8-Yard BC - Contaminated Container	\$ 55.50	\$ 55.50	\$ 56.00
8-Yard BC - Dumpster Removal Non - Payment	\$ 51.50	\$ 51.50	\$ 51.75
<b>15-Yard Hooklift Open Top Container:</b>			
Hook Lift Drop Off	\$ 51.50	\$ 51.50	\$ 51.75
Box Rental per Calendar Day	\$ 2.00	\$ 2.00	\$ 2.50
Haul Fee for Dumping	\$ 51.50	\$ 51.50	\$ 51.75
Landfill Fee (per ton)	\$ 33.00	\$ 33.00	\$ 33.00
Compactors 6-Yard Monthly Rental	\$ 95.50	\$ 95.50	\$ 96.25
Compactors 6-Yard Tipping Fee	\$ 40.25	\$ 40.25	\$ 40.50
Compactors 6-Yard Trip Fee	\$ 5.25	\$ 5.25	\$ 5.50
<b>Downtown Commercial Waste:</b>			

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Downtown 4-Yard Equivalent	\$ 69.00	\$ 69.00	\$ 69.50
Downtown 6-Yard Equivalent	\$ 102.00	\$ 102.00	\$ 102.75
Downtown 8-Yard Equivalent	\$ 120.00	\$ 120.00	\$ 120.75
Downtown 96-Gallon Equivalent	\$ 16.50	\$ 18.50	\$ 19.50
Cardboard 8-Yard Monthly Rental	\$ 35.00	\$ 35.00	\$ 35.25
Cardboard 8-Yard Contaminated Container	\$ 55.50	\$ 55.50	\$ 56.00
ABC Glass Recycling Container	\$ 17.00	\$ 17.00	\$ 17.25
Temporary Dumpster Landfill Fee (In addition to Rental & Service) Per Ton:	\$ 33.00	\$ 33.00	\$ 33.00
Dumpster Removal - Nonpayment	\$ 51.50	\$ 51.50	\$ 51.75
<b>SANITATION</b>			
Residential Trash Bags (per hundred) (tax included)	\$ 17.00	\$ 17.00	\$ 17.25
Additional Roll-out Container	\$ 16.50	\$ 18.50	\$ 19.50
<b>Special Handling Charge:</b>			
\$54.00 per hour or \$25.00 minimum charge for handling and loading:	\$ 54.00	\$ 54.00	\$ 54.50
A. Brush over 2 cubic yards which cannot be chipped			
B. Tree trunks limited to three (3) feet in length			
C. Tree stumps limited to root base of three (3) feet in diameter			
D. Other special items that require the utilization of the grapple loader.			
<b>STREET</b>			
Driveway Tie-ins Per Square Yard	\$ 57.00	\$ 57.50	\$ 58.00
New Driveway Cuts:			
15'	\$ 440.75	\$ 444.25	\$ 447.25
16'	\$ 465.50	\$ 469.25	\$ 472.50
17'	\$ 489.50	\$ 493.50	\$ 497.00
18'	\$ 515.50	\$ 519.50	\$ 523.00
19'	\$ 546.25	\$ 550.50	\$ 554.50
20'	\$ 556.00	\$ 561.50	\$ 565.50
21'	\$ 590.75	\$ 595.50	\$ 599.75
22'	\$ 621.50	\$ 626.50	\$ 631.00
23'	\$ 640.50	\$ 645.50	\$ 650.00
24'	\$ 665.25	\$ 670.50	\$ 675.25
25'	\$ 690.00	\$ 695.50	\$ 700.25
26'	\$ 715.00	\$ 720.75	\$ 725.75
27'	\$ 741.00	\$ 747.00	\$ 752.25
28'	\$ 767.00	\$ 773.25	\$ 778.75
29'	\$ 790.75	\$ 797.00	\$ 802.50
30'	\$ 816.50	\$ 823.00	\$ 828.75
31'	\$ 840.25	\$ 847.00	\$ 853.00
32'	\$ 866.25	\$ 873.25	\$ 879.25
33'	\$ 891.75	\$ 899.00	\$ 905.25
34'	\$ 915.50	\$ 922.75	\$ 929.25
35'	\$ 941.00	\$ 948.50	\$ 955.00
36'	\$ 966.25	\$ 974.00	\$ 980.75
Curb and Gutter Per Linear Foot (includes \$0.50 per foot for seeding)	\$ 23.75	\$ 24.00	\$ 24.25

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Driveways Per Linear Foot (For C&G Petition Projects)	\$ 48.00	\$ 48.50	\$ 48.75
Sidewalks (5 feet wide) Per Foot (includes \$0.50 per foot for seeding)	\$ 21.75	\$ 22.00	\$ 22.25
Asphalt Paving (for petition) Per Square Yard	\$ 14.00	\$ 14.00	\$ 14.00
Vehicle Fee-Per Vehicle (Revenues for Sidewalk Master Plan)	\$ 5.00	\$ 5.00	\$ 5.00
<b>TRAFFIC SIGNS</b>			
Handicapped Parking / each	\$ 29.00	\$ 31.50	\$ 31.75
Handicapped Penalty / each	\$ 13.75	\$ 15.00	\$ 15.00
Van Accessible/each	\$ 13.75	\$ 15.00	\$ 15.00
Handicapped Parking & Penalty Combo/each	\$ 43.00	\$ 46.50	\$ 46.75
No Parking / each	\$ 27.00	\$ 29.00	\$ 29.25
30" Stop / each	\$ 81.25	\$ 87.75	\$ 88.25
36" Stop / each	\$ 101.50	\$ 109.75	\$ 110.50
30" Yield / each	\$ 64.75	\$ 70.00	\$ 70.50
36" Yield / each	\$ 81.25	\$ 87.75	\$ 88.25
30" Dead End / No Outlet/ each	\$ 72.50	\$ 78.50	\$ 79.00
Speed Limit: 24 x 30 / each	\$ 54.25	\$ 58.50	\$ 56.00
One Way: 36 x 12 / each	\$ 43.50	\$ 47.00	\$ 47.25
Fire Lane: 12 x 18 / each	\$ 27.00	\$ 29.00	\$ 29.25
Buckle Up (Large) / each	\$ 62.25	\$ 67.25	\$ 67.75
Buckle Up (Small) / each	\$ 43.50	\$ 47.00	\$ 47.25
Other MUTCD 30" / each	\$ 56.25	\$ 60.75	\$ 61.25
Other MUTCD 36" / each	\$ 74.25	\$ 80.25	\$ 80.75
Intersection Plates in Place / each	\$ 143.50	\$ 155.00	\$ 156.00
Neighborhood ID Sign/each	\$ 39.25	\$ 42.50	\$ 42.75
Decal Fabrication Per Square Foot for Material & 1 Color	\$ 5.25	\$ 5.75	\$ 5.75
Per Additional Color \$6.75 per square foot		\$ 6.75	\$ 6.75
Posts (each)		\$ -	
12 feet	\$ 47.25	\$ 51.00	\$ 51.25
10 feet	\$ 32.00	\$ 34.50	\$ 34.75
8 feet	\$ 28.00	\$ 30.25	\$ 30.50
5-6 feet	\$ 23.00	\$ 24.75	\$ 25.00
<b>LOT CLEANING</b>			
Manual and/or equipment:			
Administrative Fees	\$ 78.25	\$ 78.50	\$ 78.50
Charge per worker per hour	\$ 21.75	\$ 22.00	\$ 22.00
Charge per dump truck per hour	\$ 78.25	\$ 78.50	\$ 78.50
Charge per hoist per hour	\$ 116.25	\$ 117.25	\$ 117.25
Charge per loader per hour	\$ 116.25	\$ 117.25	\$ 117.25
Charge per ton of debris (Yard waste)	\$ 21.75	\$ 22.00	\$ 22.00
<b>LOT CLEANING</b>			
Charge per ton of debris (Junk)	\$ 40.00	\$ 40.25	\$ 40.25
<b>LOT MOWING</b>			
Administrative Fee	\$ 78.25	\$ 78.50	\$ 78.50
Tractor with bushhog (per hour)	\$ 78.25	\$ 78.50	\$ 78.50
Street Flushing Per Load (\$55.50 per hour and \$13.00 per load of water)	\$ 68.50	\$ 69.00	\$ 69.00

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<b>UTILITIES</b>			
Water Deposit (Should cover 2 months minimum)	\$ 118.00	\$ 119.00	\$ 121.00
Hydrant Water Meter Deposit		\$ 500.00	\$ 510.00
Service Fee (All related disconnection fees for non-payment)	\$ 32.00	\$ 32.00	\$ 33.00
<b>Wastewater Facility Fee</b> (Per Lot For The Hickory-Catawba Wastewater Treatment Plant)	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
<b>Water System Rates</b>			
Customer Charge:	\$ 4.26	\$ 4.29	\$ 4.37
Availability Charge:			
3/4"	\$ 10.83	\$ 10.92	\$ 11.12
1"	\$ 20.46	\$ 20.62	\$ 20.99
1 1/2"	\$ 25.28	\$ 25.48	\$ 25.94
2"	\$ 78.28	\$ 78.91	\$ 80.33
3"	\$ 155.37	\$ 156.61	\$ 159.43
4"	\$ 242.09	\$ 244.03	\$ 248.42
6"	\$ 482.98	\$ 486.84	\$ 495.60
8"	\$ 772.05	\$ 778.23	\$ 792.24
Volume Charges: Per 100CF	\$ 1.10	\$ 1.11	\$ 1.13
<b>Sewer System Rates:</b>			
Customer Charge:	\$ 4.67	\$ 4.71	\$ 4.79
Availability Charge:			
3/4"	\$ 9.88	\$ 9.96	\$ 10.14
1"	\$ 18.56	\$ 18.71	\$ 19.05
1 1/2"	\$ 22.89	\$ 23.07	\$ 23.49
2"	\$ 70.59	\$ 71.15	\$ 72.43
3"	\$ 139.98	\$ 141.10	\$ 143.64
4"	\$ 218.06	\$ 219.80	\$ 223.76
6"	\$ 434.89	\$ 438.37	\$ 446.26
8"	\$ 695.11	\$ 700.67	\$ 713.28
Volume Charges: Per 100CF	\$ 2.15	\$ 2.17	\$ 2.21
Flat Rates (Sewer Only)	\$ 33.50	\$ 33.77	\$ 34.38
Outside rates will be double the inside rate for all customer classes.			
<b>Water Tap Charges: Inside</b>			
Meter Size:			
3/4"	\$ 548.00	\$ 552.50	\$ 562.00
1"	\$ 1,014.00	\$ 1,022.00	\$ 1,040.00
1 1/2"	\$ 2,731.00	\$ 2,753.00	\$ 2,803.00
2"	\$ 3,222.00	\$ 3,248.00	\$ 3,306.00
3"	\$ 11,105.00	\$ 11,194.00	\$ 11,395.00
4"	\$ 12,069.00	\$ 12,166.00	\$ 12,385.00

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6"	\$ 14,700.00	\$ 14,818.00	\$ 15,085.00
8"	\$ 17,020.00	\$ 17,156.00	\$ 17,465.00
Outside rates will be double the inside rate for all customer classes.			
<b>Water Capacity Charges: Inside</b>			
Meter Size:			
3/4"	\$ 491.00	\$ 495.00	\$ 504.00
1"	\$ 916.00	\$ 923.00	\$ 940.00
1 1/2"	\$ 1,390.00	\$ 1,401.00	\$ 1,426.00
2"	\$ 1,836.00	\$ 1,851.00	\$ 1,884.00
3"	\$ 5,881.00	\$ 5,928.00	\$ 6,035.00
4"	\$ 9,188.00	\$ 9,262.00	\$ 9,429.00
6"	\$ 18,375.00	\$ 18,522.00	\$ 18,855.00
8"	\$ 25,171.00	\$ 25,372.00	\$ 25,829.00
Outside rates will be double the inside rate for all customer classes.			
<b>Sewer Tap Charges: Inside</b>			
Sewer Tap Size:			
4"	\$ 817.00	\$ 824.00	\$ 839.00
6"	\$ 1,014.00	\$ 1,022.00	\$ 1,040.00
8"	\$ 1,308.00	\$ 1,318.00	\$ 1,342.00
10"	\$ 1,552.00	\$ 1,564.00	\$ 1,592.00
12"	\$ 1,963.00	\$ 1,979.00	\$ 2,015.00
Outside rates will be double the inside rate for all customer classes.			
<b>Sewer Capacity Charges: Inside</b>			
Meter Size:			
3/4"	\$ 530.00	\$ 534.00	\$ 544.00
1"	\$ 1,020.00	\$ 1,028.00	\$ 1,047.00
1 1/2"	\$ 2,041.00	\$ 2,057.00	\$ 2,094.00
2"	\$ 3,265.00	\$ 3,291.00	\$ 3,350.00
3"	\$ 6,533.00	\$ 6,585.25	\$ 6,704.00
4"	\$ 10,208.00	\$ 10,290.00	\$ 10,475.00
6"	\$ 20,417.00	\$ 20,580.00	\$ 20,950.00
8"	\$ 24,242.00	\$ 24,436.00	\$ 24,876.00
Outside rates will double the inside rate for all customer classes.			
<b>Meter Testing Charges</b>			
Meter Size:			
3/4"	\$ 40.00	\$ 41.00	\$ 42.00
1"	\$ 118.00	\$ 119.00	\$ 121.00
1 1/2"	\$ 162.00	\$ 163.00	\$ 166.00
2"	\$ 162.00	\$ 163.00	\$ 166.00
3"	\$ 355.00	\$ 358.00	\$ 400.00
4"	\$ 355.00	\$ 358.00	\$ 400.00
6"	\$ 355.00	\$ 358.00	\$ 400.00
8"	\$ 355.00	\$ 358.00	\$ 400.00
10"	\$ 355.00	\$ 358.00	\$ 400.00

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Tampering Fee (Straight piping or adjusting meters)	\$ 134.00	\$ 135.00	\$ 137.00
<b>Relocation Costs</b>			
Relocation of 3/4"	\$ 548.00	\$ 552.00	\$ 562.00
Relocation of 1"	\$ 1,014.00	\$ 1,022.00	\$ 1,040.00
<b>Main Line Connection with Materials and Labor - Sprinkler or New Development</b>			
Sizes:			
6 x 4	\$ 3,610.00	\$ 3,639.00	\$ 3,705.00
6 x 6	\$ 3,674.00	\$ 3,703.00	\$ 3,770.00
8 x 6	\$ 3,919.00	\$ 3,950.00	\$ 4,021.00
8 x 8	\$ 4,167.00	\$ 4,200.00	\$ 4,276.00
10 x 6	\$ 4,411.00	\$ 4,446.00	\$ 4,526.00
10 x 8	\$ 4,655.00	\$ 4,692.00	\$ 4,776.00
12 x 6	\$ 5,144.00	\$ 5,185.00	\$ 5,278.00
12 x 8	\$ 5,393.00	\$ 5,436.00	\$ 5,534.00
12 x 12	\$ 6,100.00	\$ 6,149.00	\$ 6,260.00
16 x 6	\$ 6,624.00	\$ 6,677.00	\$ 6,797.00
16 x 8	\$ 6,921.00	\$ 6,976.00	\$ 7,102.00
16 x 12	\$ 7,982.00	\$ 8,046.00	\$ 8,191.00
20 x 6	\$ 7,594.00	\$ 7,655.00	\$ 7,793.00
20 x 8	\$ 8,082.00	\$ 8,147.00	\$ 8,294.00
20 x 12	\$ 8,935.00	\$ 9,006.00	\$ 9,168.00
30 x 6	\$ 21,772.00	\$ 21,946.00	\$ 22,341.00
30 x 8	\$ 22,301.00	\$ 22,479.00	\$ 22,884.00
30 x 12	\$ 24,143.00	\$ 24,336.00	\$ 24,774.00
36 x 6	\$ 21,772.00	\$ 21,946.00	\$ 22,341.00
36 x 8	\$ 22,301.00	\$ 22,479.00	\$ 22,884.00
36 x 12	\$ 24,143.00	\$ 24,336.00	\$ 24,774.00
NOTE: These prices do not include any charges for boring. If necessary, boring will be charged at \$160.00 per linear foot.			
Thru 12" Bore Price: \$160.00/ft; 16" and larger Contracted Price Pass Through			
<b>Industrial Waste Surcharges</b>			
BODS-350 mg/liter	\$ 0.19	\$ 0.20	\$ 0.21
TSS-350 mg/liter	\$ 0.65	\$ 0.66	\$ 0.67
Total Phosphorus - 10 mg/liter	\$ 2.96	\$ 2.98	\$ 3.03
TKN - 50 mg/liter	\$ 0.90	\$ 0.91	\$ 0.93
<b>AIRPORT</b>			
Airport Room Rental-flat fee	\$ 75.00	\$ 75.00	\$ 75.00
<b>FBO</b>			
FBO Room Rental-flat fee	\$ 75.00	\$ 75.00	\$ 75.00
After Hours Service Fee	\$ 75.00	\$ 75.00	\$ 100.00
Ramp Fee for aircraft weighing 12,500 lbs. or more-Fee waived with a minimum 100 gallon fuel purchase	\$ 75.00	\$ 150.00	\$ 150.00

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Special Handling Fee-For special event transient charter aircraft weighing over 12,500 lbs. (empty) requiring handling of cargo, baggage or equipment on a large scale requiring more than one (1) Airport Line Technician			\$ 300.00
Lav Services	\$ 50.00	\$ 50.00	\$ 75.00
Fork Lift Fee	\$ 200.00	\$ 200.00	\$ 200.00
Ground Power Unit (GPU)-Transient			\$10.00 every 15 minutes-\$25.00 max per hour
Catering Pickup Fee-Surcharge added to catering order			25% Surcharge
<b>Aircraft Definitions for Rates</b>			
Category 1A - Single engine piston aircraft with wingspan up to 31 feet			
Category 1B- Single engine piston aircraft with wingspan up to 40 feet			
Category II- Twin engine piston with wingspan up to 45 feet and single engine turboprop aircraft with wingspan up to 45 feet			
Category III- Single engine turboprop aircraft with wingspan from 46 feet to 57 feet and twin engine turboprop aircraft with wingspan up to 57 feet			
Category IV- Twin engine turboprop aircraft with wingspan from 58 feet to 66 feet and twin engine jet aircraft with wingspan up to 66 feet			
Category V- Twin engine turboprop aircraft with wingspan from 67 feet to 94 feet and twin engine jet aircraft with wingspan between 67 feet and 94 feet			
Category VI- Twin engine turboprop aircraft with wingspan from between 95 feet and 149 feet and twin engine jet aircraft with wingspan between 95 feet and 149 feet			
Helicopters			
Aircraft larger than a Gulfstream V will be at a negotiated rate and based on availability			
All corporate hangars (10,000 sq.ft. and larger) will be at a negotiated rate based upon availability.			
<b>Monthly/Nightly Rates</b>			
<b>Open Tie-Down (Based on Availability)</b>			
Category IA	\$ 50.00	\$ 50.00	\$ 50.00
Category IB	\$ 60.00	\$ 60.00	\$ 60.00
Category II	\$ 75.00	\$ 75.00	\$ 75.00
Category III	\$ 125.00	\$ 125.00	\$ 125.00
Category IV	\$ 150.00	\$ 150.00	\$ 150.00
Category V-VI	Rate negotiated	Rate negotiated	Rate negotiated
Helicopter	Rate negotiated	Rate negotiated	Rate negotiated
<b>Nightly-Tie-Down (Based on Availability)</b>			

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Category IA	\$ 10.00	\$ 10.00	\$ 10.00
Category IB	\$ 10.00	\$ 10.00	\$ 10.00
Category II	\$ 20.00	\$ 20.00	\$ 20.00
Category III	\$ 25.00	\$ 25.00	\$ 25.00
Category IV	\$ 30.00	\$ 30.00	\$ 30.00
<i>*First Night Tie-Down Fee Waived With Purchase of Fuel</i>			
<b>Hangar in Common-Open Monthly Rate (Based on Availability)</b>			
Category IA	\$ 140.00	\$ 140.00	\$ 140.00
Category IB	\$ 150.00	\$ 150.00	\$ 150.00
Category II	\$ 200.00	\$ 200.00	\$ 200.00
Category III	\$ 400.00	\$ 400.00	\$ 400.00
Category IV	\$ 600.00	\$ 600.00	\$ 600.00
Category V-VI	Rate negotiated	Rate negotiated	Rate negotiated
Helicopters	Rate negotiated	Rate negotiated	Rate negotiated
<b>Nightly - Open Hangar Fee (Based on Availability)</b>			
Category IA-First night waived w/10 gallon purchase	\$ 20.00	\$ 20.00	\$ 20.00
Category IB-First night waived w/15 gallon purchase	\$ 20.00	\$ 20.00	\$ 20.00
Category II-First night waived w/25 gallon purchase	\$ 40.00	\$ 40.00	\$ 40.00
Category III-First night waived w/50 gallon purchase	\$ 50.00	\$ 50.00	\$ 50.00
Category IV-First night waived w/100 gallon purchase	\$ 60.00	\$ 60.00	\$ 60.00
Category V-VI-First night waived w/150 gallon purchase	Rate negotiated	Rate negotiated	Rate Negotiated
<b>Hangar in Common-Closed/Heated Monthly Rate (Based on Availability)</b>			
Category IA	\$ 225.00	\$ 225.00	\$ 225.00
Category IB	\$ 250.00	\$ 250.00	\$ 250.00
Category II	\$ 300.00	\$ 300.00	\$ 300.00
Category III	\$ 600.00	\$ 600.00	\$ 600.00
Category IV	\$ 750.00	\$ 750.00	\$ 750.00
Category V-VI	Rate negotiated	Rate negotiated	Rate negotiated
Helicopters	Rate negotiated	Rate negotiated	Rate negotiated
<b>Nightly-Closed/Heated Hangar Fee (Based on Availability)</b>			
Category IA-First night waived w/10 gallon purchase	\$ 40.00	\$ 40.00	\$ 40.00
Category IB-First night waived w/15 gallon purchase	\$ 40.00	\$ 40.00	\$ 40.00
Category II-First night waived w/25 gallon purchase	\$ 60.00	\$ 60.00	\$ 60.00
Category III-First night waived w/50 gallon purchase	\$ 70.00	\$ 70.00	\$ 70.00
Category IV-First night waived w/100 gallon purchase	\$ 80.00	\$ 80.00	\$ 80.00
Category V-VI-First night waived w/150 gallon purchase	Rate negotiated	Rate negotiated	Rate negotiated
<i>*First Night Hanger Fee Waived With Purchase of fuel as indicated above</i>			

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<b>PARKS &amp; RECREATION</b>			
Non Resident Fee Per Person Per Sport	\$ 40.00	\$ 40.00	\$ 40.00
Non-Res. Fee for Those Employed & Sponsored by Tax Paying Co. (Per Sport)	\$ 20.00	\$ 20.00	\$ 20.00
Tennis Court Rental Per 1-1/2 Hour	\$ 3.00	\$ 3.00	\$ 3.00
<b>Community Garden Plot:</b>			
<b>Citivan Park</b>			
Resident	\$ 21.00	\$ 21.25	\$ 21.50
Non-Resident	\$ 42.00	\$ 42.25	\$ 42.50
<b>Taft Broome Park</b>			
Resident	\$ 10.75	\$ 11.00	\$ 11.00
Non-Resident	\$ 21.00	\$ 21.25	\$ 21.50
<b>Entry Fees: Adult</b>			
Volleyball	\$ 211.00	\$ 211.00	\$ 211.00
Basketball	\$ 450.00	\$ 450.00	\$ 450.00
Softball	\$ 480.00	\$ 480.00	\$ 480.00
Soccer	\$ 242.00	\$ 242.00	\$ 242.00
Dodgeball/Kickball	\$ 242.00	\$ 242.00	\$ 242.00
<b>Sponsorship Fees: Youth</b>			
Soccer	\$ 239.00	\$ 239.00	\$ 275.00
Basketball	\$ 239.00	\$ 309.00	\$ 309.00
Volleyball	\$ 155.00	\$ 155.00	\$ 155.00
Girls Softball	\$ 269.00	\$ 269.00	\$ 309.00
Football	\$ 377.00	\$ 377.00	\$ 377.00
Baseball	\$ 377.00	\$ 377.00	\$ 450.00
<b>Ceramic Fees: Cost of Greenware Plus 30% Ceramic Greenware Firing Per Piece:</b>			
Resident	\$ 2.00	\$ 2.00	\$ 2.00
Non-Resident	\$ 4.00	\$ 4.00	\$ 4.00
<b>Small Kiln Load:</b>			
Resident	\$ 10.50	\$ 10.50	\$ 10.50
Non-Resident	\$ 31.00	\$ 31.25	\$ 31.50
<b>Large Kiln Load:</b>			
Resident	\$ 15.50	\$ 15.50	\$ 15.50
Non-Resident	\$ 31.00	\$ 31.25	\$ 31.50
<b>Class Fees: City Receives 30% of Class Fees and Instructor 70%</b>			
Non Resident Fee will be class fees + \$5.00			
<b>Individual Pottery Class Fees</b>			
Resident (Hour)	\$ 26.00	\$ 26.25	\$ 26.50
Non-Resident (Hour)	\$ 31.00	\$ 31.25	\$ 31.50
<b>Event Admission Fees: City Receives 12% of Gross Ticket Sales</b>			
<b>CLASSROOM RENTAL FEES PER HOUR:</b>			
<b>Neill Clark (During Operating Hours)</b>			
Resident	\$ 30.00	\$ 30.25	\$ 30.50
Non Resident	\$ 41.50	\$ 42.00	\$ 42.25

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<b>Neill Clark (After Operating Hours)</b>			
Resident	\$ 56.00	\$ 56.50	\$ 57.00
Non Resident	\$ 84.00	\$ 85.00	\$ 86.00
Supervisor Fees: Per Hour	\$ 22.00	\$ 22.25	\$ 22.50
<b>BUILDING RENTAL FEES:</b>			
<i>Fees for rental of Ridgeview or Brown Penn Centers are waived for Non-Profit organizations following Recreation Department Guidelines</i>			
Recreation Centers With Gymnasium:			
Resident - 4 hours	\$ 142.00	\$ 143.00	\$ 144.00
Resident - 8 hours	\$ 247.00	\$ 249.00	\$ 251.00
Resident - Weekend	\$ 556.00	\$ 557.00	\$ 561.00
Weekend - Friday, Saturday, Sunday			
Non-Resident - 4 hours	\$ 186.00	\$ 188.00	\$ 190.00
Non-Resident - 8 hours	\$ 323.00	\$ 326.00	\$ 328.00
Non-Resident - Weekend	\$ 729.00	\$ 735.00	\$ 740.00
Each Additional Hour	\$ 56.00	\$ 56.50	\$ 57.00
(Add \$100 -Refundable Cleanup Deposit)	\$ 100.00	\$ 100.00	\$ 100.00
(Add \$75/Team Admission Fee, if charged)	\$ 75.00	\$ 75.00	\$ 75.00
Supervisor Fee Per Hour	\$ 22.00	\$ 22.25	\$ 22.50
Travel Volleyball and Basketball Team Rental (per 2 hr. time period)	\$ 30.00	\$ 30.25	\$ 30.50
Gym Floor Cover Rental (Includes setup)	\$ 90.00	\$ 91.00	\$ 92.00
Off-Site Gym Floor Cover Rental Per Day			
Pickup	\$ 104.00	\$ 105.00	\$ 106.00
Delivered	\$ 206.00	\$ 208.00	\$ 210.00
Bleacher Rental Per Day	\$ 206.00	\$ 208.00	\$ 210.00
<b>Neill Clark - Main/Ridgeview Recreation Center</b>			
<i>During Operating Hours</i>			
Community Room Per Hour			
Resident	\$ 31.00	\$ 31.25	\$ 31.50
Non-Resident	\$ 41.50	\$ 42.00	\$ 42.00
<i>After Operating hours (Ridgeview Community Room/Neill Clark Main Hall Area)</i>			
Resident - 4 Hours	\$ 162.00	\$ 163.00	\$ 164.00
Resident - 8 Hours	\$ 327.00	\$ 330.00	\$ 332.00
Non-Resident - 4 Hours	\$ 246.00	\$ 248.00	\$ 250.00
Non-Resident - 8 Hours	\$ 491.00	\$ 495.00	\$ 499.00
Each Additional Hour	\$ 56.00	\$ 56.50	\$ 57.00
Room Setup Fee			
Half Room	\$ 33.00	\$ 33.25	\$ 33.50
Full Room	\$ 64.00	\$ 64.50	\$ 65.00
Supervisor Fee Per Hour	\$ 22.00	\$ 22.25	\$ 22.50
(Add \$100 -Refundable Cleanup Deposit)	\$ 100.00	\$ 100.00	\$ 100.00
Senior Citizens Centers			
Resident - 8 Hours	\$ 165.00	\$ 166.00	\$ 167.00
Resident - 4 Hours	\$ 83.00	\$ 84.00	\$ 85.00
Non Resident - 8 Hours	\$ 247.00	\$ 249.00	\$ 251.00
Non resident - 4 Hours	\$ 125.00	\$ 126.00	\$ 127.00
(Add \$100 -Refundable Cleanup Deposit)	\$ 100.00	\$ 100.00	\$ 100.00

**City of Hickory**  
**FY2016-17**  
**Fee Schedule**

Each Additional Hour	\$ 30.00	\$ 30.25	\$ 30.50
Supervisor Fee Per Hour	\$ 22.00	\$ 22.25	\$ 22.50
Winkler Activity Building/Geitner Building			
(Add \$100.00 - Refundable Cleanup/Deposit)	\$ 100.00	\$ 100.00	\$ 100.00
Resident	\$ 168.00	\$ 169.00	\$ 170.00
Non Resident	\$ 252.00	\$ 254.00	\$ 256.00
Baseball and Softball Field Rental Fees			
Resident-4 hours	\$ 63.00	\$ 64.00	\$ 65.00
Resident-8 Hours	\$ 123.00	\$ 124.00	\$ 125.00
Resident-Weekend	\$ 373.00	\$ 376.00	\$ 379.00
<i>Weekend - Friday, Saturday, Sunday</i>			
Non-Resident-4 Hours	\$ 91.00	\$ 92.00	\$ 93.00
Non-Resident-8 Hours	\$ 161.00	\$ 162.00	\$ 163.00
Non-Resident-Weekend	\$ 559.00	\$ 564.00	\$ 568.00
Each Additional Hour	\$ 34.00	\$ 35.25	\$ 35.50
Field Preparation Fee	\$ 69.00	\$ 70.00	\$ 71.00
Light Fee Per Hour	\$ 30.00	\$ 30.25	\$ 30.50
Vendor Setup Fee	\$ 56.00	\$ 57.00	\$ 58.00
(Add \$100.00 - Refundable Cleanup Deposit)	\$ 100.00	\$ 100.00	\$ 100.00
(Add \$75/Team Admission Fee, if charged)	\$ 75.00	\$ 75.00	\$ 75.00
Softball, Baseball, or Soccer Field Fee (per game)	\$ 100.00	\$ 100.00	\$ 100.00
Travel Softball and Baseball Team Rental (per 2 hr. time period)		\$ 30.25	\$ 30.50
Football and Soccer Field Rental Fees			
Resident-4 hours	\$ 108.00	\$ 109.00	\$ 110.00
Resident-8 Hours	\$ 215.00	\$ 217.00	\$ 219.00
Resident-Weekend	\$ 501.00	\$ 505.00	\$ 509.00
<i>Weekend - Friday, Saturday, Sunday</i>			
Non-Resident-4 Hours	\$ 160.00	\$ 161.00	\$ 162.00
Non-Resident-8 Hours	\$ 323.00	\$ 326.00	\$ 328.00
Non-Resident-Weekend	\$ 754.00	\$ 760.00	\$ 765.00
Each Additional Hour	\$ 35.00	\$ 35.25	\$ 35.50
Field Prep	\$ 69.00	\$ 70.00	\$ 71.00
Light Fee Per Hour	\$ 30.00	\$ 30.25	\$ 30.50
Vendor Setup Fee	\$ 56.00	\$ 57.00	\$ 58.00
(Add \$100.00 - Refundable Cleanup Deposit)	\$ 100.00	\$ 100.00	\$ 100.00
L.P. Frans Stadium			
Stadium Rental Per Day	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
-plus 12% of gate admission			
-plus refundable Clean-up deposit	\$ 500.00	\$ 500.00	\$ 500.00
Light Fee Per Hour	\$ 57.00	\$ 58.00	\$ 59.00
Supervisor Fee Per Hour	\$ 22.00	\$ 22.25	\$ 22.50
Skybox Rental (per game)	\$ 200.00	\$ 200.00	\$ 200.00
Picnic Shelter Rental			
Resident Per Hour	\$ 14.50	\$ 14.50	\$ 14.50
Resident-1/2 Day	\$ 30.00	\$ 30.00	\$ 30.00
Resident-Full Day	\$ 58.00	\$ 59.00	\$ 60.00
Non-Resident Per Hour	\$ 25.00	\$ 25.00	\$ 25.50
Non-Resident-1/2 Day	\$ 51.00	\$ 52.00	\$ 53.00
Non-Resident-Full Day	\$ 81.00	\$ 82.00	\$ 83.00
Refundable Cleanup Deposit	\$ 40.00	\$ 40.00	\$ 40.00

**City of Hickory**  
**FY2016-17**  
**Fee Schedule**

McCombs Park/Beaver Memorial Garden/Hilton Park Memorial Garden			
Resident - Full Day	\$ 59.00	\$ 61.00	\$ 62.00
Non-Resident - Full Day	\$ 86.00	\$ 87.00	\$ 88.00
Refundable Cleanup Deposit	\$ 40.00	\$ 40.00	\$ 40.00
<b>Henry Fork River Regional/Recreation Park</b>			
Picnic Shelter			
Resident-1/2 Day (4 hours)	\$ 200.00	\$ 202.00	\$ 204.00
Resident-Full Day (8 hours)	\$ 399.00	\$ 402.00	\$ 405.00
Non-Resident-1/2 Day (4 hours)	\$ 232.00	\$ 234.00	\$ 236.00
Non-Resident-Full Day (8 hours)	\$ 466.00	\$ 470.00	\$ 473.00
Refundable Clean-Up Deposit	\$ 224.00	\$ 224.00	\$ 226.00
Catering Kitchen			
Resident-1/2 Day (4 hours)	\$ 133.00	\$ 134.00	\$ 135.00
Resident-Full Day (8 hours)	\$ 232.00	\$ 234.00	\$ 236.00
Non-Resident-1/2 Day (4 hours)	\$ 200.00	\$ 202.00	\$ 204.00
Non-Resident-Full Day (8 hours)	\$ 267.00	\$ 569.00	\$ 573.00
Refundable Clean-Up Deposit	\$ 100.00	\$ 100.00	\$ 100.00
Cross Country Facility Usage Fee		\$ 150.00	\$ 150.00
Alpine Tower			
Community Groups - Minimum of 6 persons; maximum of 12 persons			
Resident - (per person)	\$ 8.75	\$ 8.75	\$ 8.75
Non-Resident- (per person)	\$ 14.25	\$ 14.25	\$ 14.25
Day Climb (per person)		\$ 5.00	\$ 5.00
Sport Kits: Per Day Basis			
Volleyball-Ball And Net Only	\$ 12.00	\$ 12.00	\$ 12.00
Horseshoes	\$ 5.00	\$ 5.00	\$ 5.00
<b>Highland Recreation Center at Stanford Park</b>			
Gymnasium			
Resident - 4 Hours	\$ 186.00	\$ 188.00	\$ 189.00
Resident - 8 Hours	\$ 323.00	\$ 326.00	\$ 328.00
Resident - Weekend (Friday, Saturday, Sunday)	\$ 729.00	\$ 735.00	\$ 740.00
Non-Resident - 4 Hours	\$ 228.00	\$ 230.00	\$ 232.00
Non-Resident - 8 Hours	\$ 400.00	\$ 403.00	\$ 406.00
Non-Resident - Weekend (Friday, Saturday, Sunday)	\$ 900.00	\$ 907.00	\$ 913.00
Stage Rental (Includes setup)	\$ 62.00	\$ 62.50	\$ 63.00
Gym Floor Cover Rental (includes setup)	\$ 179.00	\$ 181.00	\$ 182.00
Supervisor Fee Per Hour	\$ 22.00	\$ 22.25	\$ 22.50
(Add \$100 for clean up deposit)	\$ 100.00	\$ 100.00	\$ 100.00
(Add \$75 per team admission fee if charged)	\$ 75.00	\$ 75.00	\$ 75.00
Community Room			
Resident - Full Room	\$ 334.00	\$ 337.00	\$ 339.00
Resident - Half Room	\$ 168.00	\$ 169.00	\$ 170.00
Non Resident - Full Room	\$ 420.00	\$ 423.00	\$ 426.00
Non Resident - Half Room	\$ 252.00	\$ 254.00	\$ 256.00
Room Setup Fee		\$ -	
Half Room	\$ 33.00	\$ 33.25	\$ 34.00
Full Room	\$ 64.00	\$ 64.50	\$ 65.00
(Add \$100 for clean up deposit)	\$ 100.00	\$ 100.00	\$ 100.00
Fitness Center			
Resident - Youth (13-17) Daily	\$ 1.50	\$ 1.50	\$ 1.50

**City of Hickory  
FY2016-17  
Fee Schedule**

Resident - Youth (13-17) Monthly	\$ 11.50	\$ 11.50	\$ 12.00
Resident - Youth (13-17) Yearly	\$ 95.00	\$ 96.00	\$ 97.00
Resident - Adult (18-49) Daily	\$ 3.00	\$ 3.00	\$ 3.00
Resident - Adult (18-49) Monthly	\$ 16.25	\$ 16.50	\$ 17.00
Resident - Adult (18-49) Yearly	\$ 129.00	\$ 130.00	\$ 131.00
Resident - Senior (50+) Daily	\$ 1.50	\$ 1.50	\$ 1.50
Resident - Senior (50+) Monthly	\$ 11.50	\$ 11.50	\$ 12.00
Resident - Senior (50+) Yearly	\$ 95.00	\$ 96.00	\$ 97.00
Resident - Family (Up to 4 people; each additional child \$1.00) Daily	\$ 8.50	\$ 8.50	\$ 8.50
Resident - Family (Up to 4 people; each additional child \$1.00) Monthly	\$ 33.00	\$ 33.25	\$ 33.50
Resident - Family (Up to 4 people; each additional child \$5.00) Yearly	\$ 319.00	\$ 322.00	\$ 324.00
Non Resident - Youth (13-17) Daily	\$ 3.00	\$ 3.00	\$ 3.00
Non Resident - Youth (13-17) Monthly	\$ 23.00	\$ 23.25	\$ 24.00
Non Resident - Youth (13-17) Yearly	\$ 189.00	\$ 191.00	\$ 192.00
Non Resident - Adult (18-49) Daily	\$ 6.25	\$ 6.25	\$ 6.25
Non Resident - Adult (18-49) Monthly	\$ 32.00	\$ 32.25	\$ 33.00
Non Resident - Adult (18-49) Yearly	\$ 257.00	\$ 259.00	\$ 261.00
Non Resident - Senior (50+) Daily	\$ 3.00	\$ 3.00	\$ 3.00
Non Resident - Senior (50+) Monthly	\$ 23.00	\$ 23.25	\$ 24.00
Non Resident - Senior (50+) Yearly	\$ 189.00	\$ 191.00	\$ 192.00
Non Resident - Family (Up to 4 people; each additional child \$1.00) Daily	\$ 17.25	\$ 17.50	\$ 17.50
Non Resident - Family (Up to 4 people; each additional child \$1.00) Monthly	\$ 66.00	\$ 67.00	\$ 67.50
Non Resident - Family (Up to 4 people; each additional child \$5.00) Yearly	\$ 637.00	\$ 642.00	\$ 647.00
<b>Fitness Class Fees</b>			
Current Fitness Center Card Holder per class	\$ -	\$ -	\$ -
Non Fitness Center Card Holder per class - Resident	\$ 1.00	\$ 1.00	\$ 1.00
Non Fitness Center Card Holder per class - Non Resident	\$ 2.00	\$ 2.00	\$ 2.00
Non Fitness Center Card Holder yearly - Resident	\$ 101.50	\$ 102.00	\$ 103.00
Non Fitness Center Card Holder yearly - Non-Resident	\$ 203.00	\$ 205.00	\$ 207.00

APPROVED BY CITY COUNCIL ON \_\_\_\_\_