

**A G E N D A**  
**HICKORY CITY COUNCIL**

**May 17, 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

May 17, 2016  
7:00 p.m.

- I. Call to Order
- II. Invocation by Rev. Whit Malone, Pastor, First Presbyterian Church
- III. Pledge of Allegiance
- IV. Special Presentations
  - A. Mr. Gar Atchison, CEO, Duke LifePoint, Discussion of Community Healthcare Plans
- V. Persons Requesting to Be Heard
  - A. Mr. Billy Sudderth, Multipurpose Resource Center at Ridgeview
- VI. Approval of Minutes
  - A. Regular Meeting of May 3, 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. 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.
  - A. Call 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. Approval of Close-out Change Order Number 2 for the Sherwood Forest Sewer Project with Hickory Sand Company, Inc. **(Exhibit VIII.B.)**

*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. 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. **(Exhibit VIII.C.)**

*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. Approve the Acceptance of the 2016 Urgent Repair Program Grant and Approval of the Assistance and Procurement Policies. **(Exhibit VIII.D.)**

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

*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. Request from Hickory Police Department to Award Police Badge and Service Weapon to Retiring Chief of Police Tom Adkins. **(Exhibit VIII.F.)**

*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. Budget Ordinance Amendment Number 23. **(Exhibit VIII.G.)**

1. *To appropriate additional funds from General Fund Balance in the amount of \$35,000 to cover OHM, Holdings LLC's parking lot construction (Purchase Order #068798).*
2. *To return unspent funds in the amount of \$86,560 to the Capital Reserve. Horseford Creek bridge repairs were estimated at \$250,000, however the low bid came in under this budgeted estimate at \$163,440. Low bidder was Astron General Contracting Co.*
3. *To appropriate initial funding of \$100,000 from General Fund Balance into Fund 61 (General Capital Projects) for purposes of setting up a new Capital Project Ordinance for the Lackey Park. Initial funding will be placed into the new project's design line-item.*
4. *To appropriate \$18,000 from General Fund Contingency into General Capital Projects (Bond Projects 7500) administrative line item. This funding will serve to contract with Martin McGill Management Consulting for grant preparation services for the 2016 Department of Transportation TIGER Discretionary Grant Program.*
5. *To recognize as revenue \$2,200 in donations for the 2015-16 Unifour Senior Games Sponsorships.*
6. *To recognize as revenue \$7,020 in registration fees for the 2015-16 Unifour Senior Games.*

- H. Capital Project Ordinance Amendment Number 1. **(Exhibit VIII.H.)**

1. *To appropriate funding from General Fund Balance into General Capital Projects (Bond Projects 7500) administrative line item. This funding will serve to contract with Martin McGill Management Consulting for grant preparation services for the 2016 Department of Transportation TIGER Discretionary Grant Program.*

- I. Capital Project Ordinance Number 2. **(Exhibit VIII.I.)**

1. *To appropriate initial funding from General Fund Balance into Fund 61 (General Capital Projects) for purposes of setting up a new Capital Project Ordinance for*

*the Lackey Park. Initial funding will be placed into the new project's design line-item.*

IX. Items Removed from Consent Agenda

X. Informational Item

XI. New Business:

A. Public Hearings

B. Departmental Reports:

1. Approval to Purchase the Town of Long View Water Pump Station and Intake (PIN 2793-48-2212) in the Amount of \$401,852.55. **(Exhibit XI.B.1.)**

*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.*

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 to Nominate 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

- C. Presentation of Petitions and Requests
  
- XII. Matters Not on Agenda (requires majority vote of Council to consider)
  
- XIII. General Comments by Members of Council, City Manager or City Attorney of a Non-Business Nature
  
- XIV. Closed Session Per NC General Statutes 143-318.11(a)(1)(3) to consult with the attorneys regarding the following: (Action on these items, if any, will occur in Open Session)
  - 1. Approval of Closed Session Minutes of April 19, 2016 - NCGS §143-318.11(a)(1)
  - 2. Discussion of Potential Litigation - NCGS §143-318.11(a)(3)
  
- XV. Adjournment

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

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

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

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 3, 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		

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, Governmental Affairs Manager Yaidee Fox, and City Clerk Debbie D. Miller

- I. Mayor Wright called the meeting to order. All Council members were present except for Alderwoman Patton.
- II. Invocation by Alderman Seaver
- III. Pledge of Allegiance
- IV. Special Presentations
  - A. Presentation of a Proclamation for National Police Week 2016 to Hickory Police Department.

Mayor Wright read and presented a Proclamation for National Police Week 2016 to Chief Tom Adkins, Major Thurman Whisnant, Captain Jeff Young, Lieutenant Phil Demas, Sergeant Dustin Nowatka and Investigator Kim Craig. Mayor Wright commented that the City of Hickory has the best officers.

V. Persons Requesting to Be Heard

- A. Mr. John Pope, 1918 45<sup>th</sup> Avenue Place NE, Hickory, thanked law enforcement for their commitment to the community. He discussed the State's House Bill 2, (HB2). He mentioned that he had previously emailed each of Council and had stated his ongoing concern for HB2 and its impact on business in North Carolina, specifically the City of Hickory. His concern came from the now more than 180 large and multinational corporations which have gone on record opposing the Bill and many of those announcing that they will no longer consider North Carolina for investment opportunities. He stated that many folks had canceled attendance at the furniture market in High Point, numerous conventions, concerts, and events across the State as a result of this legislation. He was concerned that if the State governing body doesn't get the message loud and clear that it will become almost impossible to recruit new business to the Hickory area or to the State of North Carolina. He was even more concerned that the City asked its taxpayers to approve a bond, under a much different environment, to expand the industrial and employment base in Hickory. It concerned him that in this new toxic environment with a national reputation that discrimination is the rule not the exception, that the bond will not achieve its goals thus a waste of taxpayer funds. He asked Council to please make some kind of commitment tonight on a plan to address the concerns that were expressed by four individuals at Council's last meeting, and those that were in attendance tonight. If Council wants Hickory to be an open, welcoming, and progressive city, like the others that the bonds were modeled by, then we must walk the walk. He thanked Council.
- B. Mr. Mitchell Gold, 1572 Basin Street, shared that HB2 was putting a strain on businesses. He commented that they just had the furniture market a few weeks ago in High Point, and attendance was down approximately 10 to 15 percent. More important than the attendance being down was the buying power was down. Restoration Hardware, William Sonoma, and Room and Board, three of the biggest furniture purveyors in America, decided not to come to High Point. It doesn't mean they are not going to buy, and stop doing business completely in North Carolina, but it slows the process and makes it more complicated and more expensive. He advised that he would have to send people out to visit them now with pictures, it is not the same as being in the furniture market and seeing it. You don't get the same energy and vibe. You don't do the same amount of business that you do when people are there in person. There were scores of interior designers that didn't come to the furniture market. He stated that it is a black mark on our State. This cost taxpayers money. He commented that it was \$40,000 to have this special session in order to implement this legislation. It is going to cost us a lot more money in the lawsuits. He commented that it is not giving equal protection. There are already lawsuits. The Attorney General said that he was not going to defend the State against those lawsuits. Senator Berger and the Governor are hiring outside counsel to do it. It is one more costly thing. This is probably going to be unconstitutional just like the marriage amendment was, and we will have all wasted a lot of time. On the road there we will have spent a lot of money and had a black mark on our society. For him, as a business, he mentioned how difficult it is to recruit creative executive talent to their company. It had been difficult already, now it makes it much worse. He advised they have 31 stores throughout the country. They have customers coming in and saying where is this made. North Carolina. Oh, we are not supposed to buy from North Carolina, there is a boycott going on. They

have to take the time to explain to them that Mitchell Gold has called for a “boycott”, because they as a company don’t support the legislators that initiated this legislation. They as a company don’t support this legislation. In fact on the contrary they support fair-minded legislators who would never implement something like this. The store now has to go through the strain in talking to the customers, and going through that process. They have a contract division which they sell to hotels and restaurants. He had just met with their account managers throughout the country, they are getting the same thing from their interior designers that they work with and the specifiers that they work with. He commented that you can imagine how unsettling it is for their workforce. Now they have a workforce, in the next county over, that is talking about this legislation. They had a situation where generally people were letting each other live easily and safely. Now we have people talking about this kind of bigoted legislation. It is bad for business because it is a distraction. He advised that he had been at other meetings, and he had a CBS Sunday morning interview coming up which he was preparing for, doing all of this because of this legislation. He thought that we as a city and an area should send a letter to the Governor and to Senator Berger and to Moore, suggesting strongly that this legislation be repealed before we have to get into a lot of lawsuits, and we can get the black mark off the State’s name. We should do it also because morally it is the right thing to do. Of course, he wanted it because of the business things. He advised that he would survive financially, with or without it. But morally, he wanted to make sure that everyone understood that this is really an extraordinary law that they implemented. The ringleaders of this legislation, Tim Moore, Phil Berger, and Paul Stam, implemented this legislation because of their deeply held religious belief that gay people, LGBT people, are sinners and abomination. They have for years steadfastly tried to make certain, with any opportunity, to keep gay people as second class citizens. They have tried to do that. They were the ringleaders for the marriage amendment and they are the ringleaders for this. It is wrong in society today to let anyone’s religious beliefs influence legislation that discriminates against others. We, as a country, an area of this particular, should know better. People use religion to support slavery, segregation, deny loving interracial couples the right to marry, deny women the right to vote and have equal employment, and on and on. Today, once again, in the name of deeply held religious beliefs it is being used against LGBT people. He commented that he was no threat if he goes to a restaurant, or to a hotel. The gay community is not. They are productive members of society. This is the most egregious use of their power. They have to be checked. The people in Raleigh really don’t know what they are doing. They have gone way out of line on this. They have used this bathroom canard for transgender people as a whipping post to it. They have taken the most vulnerable part of the LGBT community and attacked them. He commented if you don’t know any transgender people, or you don’t know about transgender people, then learn about them. They are a part of our society. They go through an extraordinarily difficult part of life understanding what is going on with their body and transitioning to be the person that they feel that they were meant to be. The last thing that they need is for the government to bully them and tell them that they can’t use the bathroom where they have private dignity where they can use that. He thanked Council for the opportunity. He advised that he was available to discuss this. He commented that this is really bad legislation. It is bad for our community, morally, and for business.

- C. Ms. Karen Lowe, 425 25<sup>th</sup> Street SW, advised that she was speaking for those who are afraid to come out and speak for themselves. Those, for fear of being put out of their churches, local churches, for opposing HB2. She advised that two weeks ago Representative Adams was at the Council meeting and heard the citizens speak out against HB2. After that she had a lengthy conversation with him, with other people around, where he admitted that those in Raleigh understand that this is not about bathrooms. Hickory is no longer an All-American City. Young people are leaving our City for college and not returning. Employers are sending jobs overseas. We have business people here that will attest to that. You are business people, you understand that. A splash pad and a greenway are not going to attract Fortune 500 Companies. Those planned ventures are surely overshadowed by the facts of 2013 when the Wall Street Journal listed the Hickory metro area as one of the fifth most miserable places to live in the United States. Even last month Castlight Health published a national report listing Hickory as fifth in the worse cities for opioid abuse. We have an issue in history. One that started long before HB2. We all understand, and Mitchell Gold pointed out, some of the things that separated not only Hickory, but North Carolina. This bathroom issue has been brought up before. We have discussed this. Then it was about color. Now it is about transgender, LGBT people. At the beginning of each Council meeting the Pledge of Allegiance is spoken. At the end of the phrase “with Liberty and Justice for all”. In your heart if you believe those words, how can you not object to HB2 which limits the liberty of citizens and prevents justice for those whose votes have put Council in their very seats? Dr. King said injustice anywhere is a threat to justice everywhere. She thanked Council.
- D. Mr. James Thomas Shell, 2442 23<sup>rd</sup> Street Drive NE, commented that he had a heavy heart over the loss of a good friend. He was much more than an associate, he was truly a friend. Much of his desire and ability to write had been taken away over the past several months by anxiety from anger. Not because of any certain thing, but because of the

uncertain. He advised that he was getting older and he knows death is certain. The loss of so many around him has done nothing to allay his apprehension about death. There is a paradox of fighting the darkness or embracing it. He advised that he had no fear of death, only an apprehension if he has fulfilled his life or wasted it. He advised he spoke for his good friend Larry Pope. He was a man who lived with no fear. He walked everywhere in this City. He rode the bus inside and outside the City's boundaries anywhere he pleased. He had many who wanted to help him, but in the end he sought as much independence as a blind man could be afforded. He advised that he had prayed and asked Larry to give him his words tonight. He advised that the words were a little more filtered than what Larry might have presented. Not because he thought what Larry said was wrong, but because of his own comfort level. He wasn't asking for any of the Council members to resign or to ask Chief Adkins to put them in jail. He was there to try and bring thought, respect, and resolution. He commented that Larry could be overzealous and a little melodramatic at times. He asked Council if they would feel lost without their sight. We all have sight, but how many of us can actually see. Larry may not have physical vision but he saw many things that many of us couldn't. He commented that he couldn't fill his shoes, and no man in the community could. He stated as a white man, he has no right. He prays that some of the people in the African-American community will carry Larry's mission forward. Not looking for a payoff, or a payout, but to truly help others. Mr. Shell advised that he was at Larry's funeral last week and it was so uplifting to see the people in the community that truly loved and supported Larry and he knew that Larry supported them as well. As a Libertarian he has come to not believe the government in many circumstances. Government has come to represent itself over the will of the people. Larry Pope, also to a great extent was a Libertarian. Envisioning where Larry was coming from, his challenges, he understood Larry's need for government. That is why Larry fought so hard on issues for the handicapped. He advised Attorneys Crone and Dula that Larry respected them. He also respected Chief Adkins and the City employees. He commented to the Mayor and Council that Larry wanted to respect them. Many people thought that what Larry asked for was petty, trite, and frivolous. He commented that he watched people roll their eyes when Larry would come before Council. He saw people turn beet red, and people who obviously tuned him out. He saw people want to rebuke and challenge him when he had gone back to his seat after saying his piece. There were a few that listened. Mr. Shell appreciates it when representatives listen. Mr. Shell's perception was they never made a point of getting their fellow representatives to understand what they are here for. He commented that he was blessed to be able to stand before Council and make this prepared statement. Larry didn't have that option. He could be a little longwinded and repeat himself. He couldn't see their body language, like Mr. Shell could, like so many of us could. He was emphatic about getting his point across. He could see what so many times Council refused to see. Mr. Shell would give Larry a ride home and he would inquire what Council looked like when he spoke about his issue of the evening that night.

Mr. Shell continued, Hickory Incorporated's storyline in 2012 during the ward referendum was that ward representatives wanted to represent all of the people of Hickory. In the subsequent years he asked how many of Council had represented Larry Pope. Council continued to dismiss him. He asked how many members of Council represented the interest of the south side, Ridgeview, of those in poverty. He stated you haven't and thus you are justifying the unjustifiable to keep your adulteress system. He stated what he had said was harsh, but it wasn't a charge against their personal being. Unless that is what they desire it to be and what they want to represent. He advised what he was relating to them was the result of their actions. He referenced the Lakeland Park debate. Joe Brannock and he discussed moving "Persons Requesting to be Heard" back to the front of the agenda. It used to be at the end of the agenda after everything had happened during Council. Many times what people came up to speak about was irrelevant. That was the reason they wanted to move it back to the forward in the agenda. Because sometimes things happen during a departmental report and then the person would come up and speak afterward which rendered mute whatever they had to say because the action had already taken place. He paraphrased Alderwoman Patton, she said never because of what Larry Pope would do if that happened. Something happened over the subsequent months and she and Alderwoman Sally Fox championed the cause and pushed it through over the Mayors objections. He thanked Alderwoman Patton. Mr. Shell didn't think that anything had happened over the subsequent time to say that decision that Alderwoman Patton or Alderwoman Fox was wrong.

Mr. Shell advised that Alderman Guess had spoken at Larry's funeral, and related to how Larry had befriended him and taken him to his house to eat when he first went to work with the Police Department. Larry befriended him when he didn't have to. Alderman Guess said if there was anything that Larry's family needed that he would be there for them. Larry's brother told him to do the right thing, represent Larry represent them. Mr. Shell commented it is time Hank, time to be a friend to Larry, it is time to do the right thing. He said that many people thought that years ago and over time that Larry Pope was a wildcard. That he just liked shooting off at the mouth. That wasn't the Larry Pope that he knew. Larry listened intently and with interest about what people had to say. They had a meeting, and several of the people of the community from all walks of life attended, and after the meeting one gentleman said that Larry didn't say much. They pointed out that the

Larry that spoke before the Hickory City Council was only one version of Larry Pope. Larry had championed the cause about fixing the issues related to Hickory Public Housing. He commented that Council dismissed him outright until some embarrassing issues came to light. Then and only then did they look to take action. Seems like some time has gone by and the real media in Charlotte, since we basically have none here in Hickory, hasn't reported on it of late, so some people want to slink back to the status quo. Larry came to Council with the issue, and there were issues that Larry experienced firsthand. Many of the issues were voluntarily brought to Larry by people affected by the Housing Authority. Larry listened and reported these issues. He stated that Council took him (Larry) off of the Housing Authority Board. When Larry was off of the board all of these people that were at the Housing Authority were subsequently fired. He said that is the "Carolina way" right there. That is the "Hickory way" that the bosses love and so many people of this community know and hate. He commented that the funny thing is Larry was dismissed from the Housing Authority Board, but now we are told by the Mayor that you have no authority over this board. He is the one, or Council is the one, that appoints these board members. You are the one who appointed Larry and chose not to reappoint Larry after Larry brought forward these issues. He commented it seemed like to him, when you can appoint and dismiss Housing Authority Board members like they did Larry, than you have ultimate authority. At the last meeting it was said that they didn't want to dismiss friends and board members, to which Alderman Lail wholeheartedly agreed. That is a choice that was their choice that has nothing to do with the lack of authority.

Mr. Shell continued that he hated to bring this up, but logically what they had heard sounds like a whole lot of throw it up and see what will stick defenses. Summarily it seems like Council has dismissed the finding of HUD in relation to the misappropriation of funds is no big deal. Nobody stole any money. Misappropriation means that money intended for one purpose then he was used for another. It isn't armed robbery, but it is most definitely wrong. He commented that Council was using their authority and their political capital to qualify this issue and dismiss it as no big deal. He stated that Larry took a smell test, and passed it on to him and others. He stated that it smells like money. He smelled stinky money. He smelled some "let's make some money off of some poor people money". He advised that it had been brought up before, you see it on the Hickory Public Housing Authority website, Unifour Capital Ventures. They are going to privatize the Housing Authority and reap the benefits. Then as Larry told he and others these board members will have paid board positions. Then no one can dismiss them. And no one will have authority over them. He asked who will really look out for the poor people who live in these places. He stated HUD gave money to the citizens of Hickory to build these apartments for low income people and Council is going to allow someone to take them for free and look to make a profit off of a gift. He asked what if this entity continues to be mismanaged. Are the citizens of Hickory going to be expected to bail out a future catastrophe like that out? He stated that he could go into many other reasons about why this is a bad idea. He was with Larry when he spoke with the Western Piedmont Council of Government (WPCOG) about this issue and then incorporating Hickory's public housing into their housing management system. Larry asked Mr. Shell to be his eyes in that meeting. Those people were genuine. The COG's housing management system is regional. It was obvious that the Unifour Capital Ventures wants to be regional also, thus the name Unifour. He reiterated he smells money. There is no goodness of heart to all of this. If it was a goodness of heart issue then they wouldn't be fighting tooth and nail to maintain their positions and they would say that they had done the best they could and COG could have it. He stated that he smells stinky tainted money.

Mr. Shell commented that a few months ago three Council members went to Greensboro. At least two of them came back wanting to turn the Housing Authority over to the COG. Now the Mayor wants to maintain the status quo. He hoped that Alderwoman Patton and Alderman Guess would stick to their guns. He advised that he would be back. The people of the community for some reason are held to a higher standard than the elected officials and the City's management. He had seen it time and time again where people like Larry are told that they have got it wrong, and they don't have the information. He asked who was providing the information. He asked if Council was providing them bad information. He stated if they were, then that was on them. He commented the average citizen was expected to adhere to the strictest of standards, but Hickory Incorporated had shown no accountability to the standards that they expect of the citizens. It is called the spirit of the law. You do whatever you want and everyone is supposed to accept it as the gospel. He commented that most of them are not afforded such a luxury. Mr. Shell referenced the quote by Orwell, "some of us are a little more equal than others". He stated we have a broken political system in this country from the top to the bottom. Elected officials only worry about getting re-elected. Every decision is based upon how it will affect electability. He asked what they were doing for the people and the community. That is what is important. He had heard it said we are sore losers. He said it is hard to be gracious in defeat when dealing with sore winners. He stated Council had gotten everything that they wanted. He asked them to tell him what they hadn't gotten. He commented that sure they had to fight a little harder than they wanted to, but they got it.

Mayor Wright asked Mr. Shell if he was getting close to wrapping up his presentation.

Mr. Shell advised that he was. He thanked the Mayor for giving him the leeway. He commented sometimes they had to cut corners and tell a few whoppers, but they got what they wanted. With the machine that has been built around here they don't have to worry about keeping stories straight because the people are going to vote for them anyway. He asked them to look at what they have had to deal with. They have had some people that had gotten arrested on, what looked to be, trumped up charges. People calling to threaten your boss, like happened to him, about him allowing him to be employed at the restaurant that he works at. People telling them that they are going to beat them down if they stick their head back up. He commented, "Hey Paul, I am still standing and where are you". They say that those that laugh last laugh loudest and those who send out unsolicited pictures of celebrations and victory cigars eventually have them stuck where the sun doesn't shine. There is a lot to be said about winning with class it helps others lose with dignity. He said like Jock Ewing told JR on the old television show Dallas about subtly, without it you turn competitors into enemies and enemies into fanatics. At the end of the day, he wanted them to understand, that Larry Pope was not their nemesis. He advised that he was not their nemesis. Larry loved politics, personally he loathed politics but understood the reality. He commented if Council feels they are their nemesis or others are their nemesis then that is on them and it is not on them. He commented God Bless Larry Pope. He thanked Council.

Mayor Wright commented that when someone comes to the podium and says things that are totally untrue about dirty stinky money, as far as he knows, and impugn the integrity of Council, then it demands a response. They have young people, they have children in the back who don't know what is true and what isn't. He stated that two things happened, one the longest presentation that Council had in his 15 years as Mayor. He advised that people are asked to limit their comments to three minutes. You hear the call, 3-6-9-12-15. He said that they had never had anyone go to 15 until tonight. He stated that was fine, they didn't want anyone leaving here with something to say, but when what they have to say was untruths, and half-truths, and defamation, and attacking the character of the seven people sitting up here, he always wants to tell them to understand that there is another side to that story.

- E. Mr. John Watts discussed a non-profit organization in which City Manager Mick Berry had offered his name to known as the Catawba County Partnership for Children. He wanted Council to understand how significant the partnership for children was. He advised that in his past he had served on the church counsel, the Hickory City School Board, Hickory Community Theatre Board, the Hickory Art Museum Board, the Catawba County Council for the Arts Board, and Hickory City Council. He advised that not one of those boards could hold a candle to the importance of the Catawba County Partnership for Children. That was his opinion but he was telling Council that to make sure that they grasped how driven he was serving on the Partnership for Children Board. He commented that it pays nothing but smiles and happy faces of children from 0-5 years old. He advised that every dollar invested in early childhood education produces a 10 percent annum return on investment. There is a partnership for every county in North Carolina. Some of them double up with other counties, but we have our very own partnership. There is a mother partnership in Raleigh for the whole State. The partnership sponsors such programs as parents as teachers. A parent support team to help take the guess work out of parenting. He advised that he had left information out front and encouraged people to take the information and read about the Partnership for Children. He advised that his son-in-law had brought his two grandchildren to the meeting. Those two children would get all the support that they could ever imagine because they were born into a family that is fortunate to have the time and resources to give their children early childhood education. Both of these children were enrolled in Sandbox, an early childhood education service provided by a local industry, Klingspor on Tate Boulevard. There were a lot of other childcare day center facilities in the community and the Partnership for Children is an ongoing force to make sure that all of these centers are doing what helps the children prepare themselves for that first day of kindergarten. A new born baby has 2,000 days before he or she is in kindergarten. These are sacred days for our children. There is a lot of families that think they do not have access to early childhood education at places like the Sandbox, but there are places available. He advised if you are a stay at home mom or dad and you don't know how to start teaching your children to read, and add numbers, learn their colors, and other important aspects of teaching, the Partnership has teachers who will come out and help teach those parents who are probably really good at teaching, but are afraid they are not capable. He advised that on May 7, 2016 from 10 to 12 the Catawba County Partnership Office would be hosting a family affair. They will have games, giveaways, activities, face painting, a balloon artist, and other entertainment for the children while the parents have an opportunity to see this wonderful resource that we have. He thanked Council for the opportunity to discuss the Partnership for Children. He shared a conversation that he had with State Senator Andy Wells. He said that the State Legislator would like to see all of the children reading by the 3<sup>rd</sup> grade. That is a notable challenge but not impossible. He discussed an outstanding reading program geared to helping all children, the "Dolly Parton Imagination Library". For as little as \$25 a year children from the age of 0-5 years would have a book, suited to their age levels, sent to them every

month. The Partnership for Children works diligently to make future moms and dads know about this. Ready is the essence of learning. The Hickory Rotary Club had been a strong advocate and supporter of this program. They feel it is paying off in spades. He implored City Council to not take his excitement casually. We are talking about the future of our City, community, County, and State. Giving these children the opportunity to learn between 0-5, so when they get to kindergarten they are not completely stunned and don't know how to act is extremely important. The Partnership for Children is geared to that. They run the Smart Start Program. He advised that one of their employees, Susan Tallent was in attendance to support him. Kim Holden, the Director had to be out of town but Mr. Watts had said that he would come and share the information with Council. He plugged Council for a possible contribution from the City of Hickory for the Partnership for Children to help them with their books because every child that learns how to read between 0-5 or 6 is that much further ahead of all of the other children who haven't. There are lots of children who are going without anybody teaching them or telling them how to get along.

Mayor Wright thanked Mr. Watts for keeping the same passion as he had when he was serving on Hickory City Council. Mayor Wright commented that he thought that was a no brainer. He teased that they had argued about whether or not there was ever really a no brainer.

Alderman Seaver advised Mr. Watts that they would like to get him to come to a Kiwanis meeting sometime and talk about that. Anybody that passionate about children should be in the Kiwanis Club.

Mr. Watts advised that he was in the Rotary Club that supported the book club. He thanked Alderman Seaver for the offer.

Alderman Seaver advised that he could join them as well.

Alderman Zagaroli commented that he could do both.

Alderman Seaver advised that he was a Lion and a Kiwanian, he could do both.

Mr. Watts thanked City Council.

Mayor Wright commented that there was a specific request that Council consider doing something about HB2 tonight. He wanted to respond first but he encouraged other Council members to respond and give their feelings about it. Council had been asked to weigh in on a lot of things. Things like the confederate flag, and voter identification. If they went out and asked the public about HB2 for example, just like the confederate flag and voter identification, they would get people wanting them to weigh in on one side, and people wanting them to weigh in on the other. Council's objective here was, as individuals, to speak out about issues to the State, County, and federally elected officials on subjects that they have an interest in. Two of them he knew, and maybe more, had spoken with Raleigh Representatives, Senators, and the Governor's Staff about HB2. He advised that he would discourage the group from acting, because at that point they are speaking for every person in the City of Hickory. Some of them agree and some of them disagree. He encouraged everyone that had a position on HB2 to exercise their right and contact Representative Adams, Senator Wells, and Governor McCrory's Staff. He personally would not want to see them take a position as a City on this issue.

Alderman Lail advised that he personally had made effort. He began with Dan Forest. He had heard comments that the Lieutenant Governor had said with regards to PayPal pulling out that infuriated him. He felt it was very shortsighted. He called his office and expressed his displeasure with his comments. He also called Governor McCrory's office and expressed his concern over HB2. He likewise communicated very clearly to Representative Adams and Representative Wells. He advised that he was struggling. He knows how he feels about it, but he was struggling with what City Council's role might be in the discussion, because he believes that there are economic issues at play. He didn't disagree with the Mayor. You are going to find people on both sides of the issue. He thought that it was really unfortunate that our State Legislators had put local governments in that position. He didn't mind divisive issues, but he thought that they had put them in this position that was particularly difficult, because there are a lot of very strong emotions on both sides. The issue of Raleigh and our State Legislators exercising, which is their authority to do, dominion over municipal decision, as in the case of the City of Charlotte, we have long held, as a municipal body, perhaps in the best interest of municipalities across the State. That doesn't matter, that is the way it is. That is the constitution.

Mayor Wright guessed a time or two that they had a resolution like don't keep our money.

Alderman Lail interjected sales tax.

Mayor Wright commented that there had been a few issues where they had said we don't like their dominion over our municipalities. But there are many other issues such as

unionization of City employees. He didn't warrant the municipalities to go off on a lark of their own.

Alderman Lail commented fair enough. He advised that the point that he was making was there was this notion that our State Legislators are trying to direct local issues from down in Raleigh, which once again is within their authority. At times we have had different positions on it, and he appreciated Mayor Wright bringing that issue up. He didn't know that he could make it into a form of a motion. He was glad that the Mayor had brought it up for discussion. He was going to suggest at the end of the meeting that they entertain some discussion on it which might result in action, it might result inaction; it might result in a vote. He didn't know if he was prepared to have that decision made. He advised he wasn't willing to make a motion at this point.

Mayor Wright advised that the reason that he had went ahead with the discussion, in fairness to the folks who came for that purpose, and many other times, this may or may not be a precedent, but they normally do not discuss matters out of the order of the agenda. Not because they want to say they have the power, or we can do whatever we want to, but because when they deviate they raise expectations that they will deviate again. That is why he had done it right then so they would know that is was being discussed and that they could be fair to those who had taken their time to be in attendance for that issue. He asked if there was any other comments.

Alderman Seaver agreed with what the Mayor had said about the usurping of the local authorities. He advised that he had been reading Ron Paul's book on fixing education. He advised that it talked about how the local people started schools. When you are local you have more of an understanding about what is going on at your level than someone sitting in Raleigh or even Washington, D.C. deciding what is best for your children. He thought that we had bigger problems in this State and this Country than deciding who is going to go where to the bathroom. He thought there was a lot of kneejerk reaction by the government. He had told them personally by emails. Why did they have to call a special meeting, march everybody down to Raleigh, and do this immediately? Just to have that meeting probably cost a teacher's salary for a year.

Mr. Mitchell Gold responded \$41,000.

Alderman Seaver commented a teacher's salary for a year; that maybe more than the average makes. They were just going to be meeting at the first of May, a couple of weeks or so later. Why did they have to do that?

Mayor Wright commented in fairness, there would have been an effect on other municipalities doing the same thing and then it becomes harder and harder to undo. That was their rational. He wasn't agreeing or disagreeing. What they say is they will blame Mayor Roberts for doing something which they say, he had no idea, was for a political motive.

Alderman Seaver commented that all cities in North Carolina compete...

Mr. Gold responded that is so outrageous, that is really so outrageous.

Mayor Wright advised Mr. Gold that was Council's protocol.

Alderman Seaver commented the wheels of government move slow. Sometimes people think too slowly. This was too fast. There was not much debate that went on, it was here, bam, bam, bam, sign this; sign that. He realizes that there is a lot of competition among the municipalities and the counties in the State of North Carolina for State tax money that they collect and that we collect for them. We have to compete for that. In a sense we are all partners in this one way or another. If we don't like what is going on it is hard for them as a body to speak for all of our citizens as Mayor Wright alluded to. He thought that each and every one of the Council members needed to make calls to the State officials, and Federal officials for whatever problem may come up. He didn't know that action by the Council on something like this would be appropriate at this time. He didn't know if they needed more discussion. He thought things were done a little too fast. He reiterated that we have better things to worry about then where we are going to go potty.

Mr. Gold asked to make a comment.

Mayor Wright advised that he couldn't allow that.

Mr. Gold stated that he thought it was unfair that he portrayed the Mayor of Charlotte in that way.

Mayor Wright advised that what he said was they are saying, and they will say that is was an action taken by the Mayor of Charlotte, with an understanding, he didn't say that he was saying that, he didn't know.

Mr. Gold commented he didn't need to repeat something they say is idiotic, it is not helping the cause.

Mayor Wright advised Mr. Gold it was violating protocol.

VI. Approval of Minutes

A. Regular Meeting of April 19, 2016

Alderman Tarlton moved, seconded by Alderman Lail that the Minutes of April 19, 2016 be approved. The motion carried unanimously.

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

VII. Reaffirmation and Ratification of Second Readings. Votes recorded on first reading will be reaffirmed and ratified on second reading unless Council Members change their votes and so indicate on second reading.

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

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

- A. Approval of a Landscape Grant Agreement in the Amount of \$792.50 to Tar Heel Properties of Hickory, LLC for Property Located at 1091 13<sup>th</sup> Street NE. (First Reading Vote: Unanimous)
- B. Approval of a Landscape Grant Agreement in the Amount of \$792.50 to Caddle Investments, LLC for Property Located at 1311 10<sup>th</sup> Avenue Lane SE. (First Reading Vote: Unanimous)
- C. Approval of an Agreement for Professional Services with McGill Associates in the Amount of \$196,400 for the Geitner Basin Sewer System Rehabilitation Project. (First Reading Vote: Unanimous)
- D. Approval of the Microenterprise Grant Agreement with CNC for Hire. (First Reading Vote: Unanimous)
- E. Acceptance of the Offer to Purchase City-Owned Property Located at 159 12<sup>th</sup> Street Court SE in the Amount of \$78,000. (First Reading Vote: Unanimous)
- F. Budget Ordinance Amendment Number 22. (First Reading Vote: Unanimous)
- G. Grant Project Ordinance Amendment Number 7. (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 Tarlton requested Item C be removed from the Consent Agenda. He advised that he had a conflict with this item.

City Attorney John Crone advised Council that he had talked with Alderman Tarlton prior to the meeting regarding this item. Mr. Crone advised that Alderman Tarlton has some ownership interest in an entity pertaining to Item C and was asking City Council to excuse him from discussing or voting on that particular issue.

Mayor Wright explained that Council was not able just to accept recusal, they are to believe that recusal is appropriate. He asked Attorney Crone if he felt recusal was appropriate.

Mr. Crone advised he did.

Mayor Wright moved, seconded by Alderman Lail recusal of Alderman Tarlton regarding Item C. The motion carried unanimously.

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

Item C was moved to "Section IX. Items Removed from Consent Agenda" and considered by City Council.

Alderman Guess moved, seconded by Alderman Seaver approval of the Consent Agenda with the exception of Item C. The motion carried unanimously.

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

A. Approved Issuance of a Pyrotechnic Display Permit to Hickory Motor Speedway.

Kevin Piercy, General Manager of the Hickory Motor Speedway has submitted a request to obtain permission to have a public fireworks display on the following 2016 dates: July 23, and July 30, 2016. Rain Dates: July 24, and July 31, 2016.

The North Carolina Fire Code requires a mandatory operational permit for the use and handling of pyrotechnic special effects material. The Division of Fire & Life Safety Bureau shall review all required documentation. The Fire Prevention Bureau will also inspect the pyrotechnics display area prior to the event to ensure compliance with all guidelines and codes. Staff recommends approval of the pyrotechnics displays.

B. Approved on First Reading Acceptance of the North Carolina Department of Transportation Municipal Maintenance Agreements.

The City of Hickory maintains North Carolina Department of Transportation (NCDOT) roadways, signalized and un-signalized intersections, and a signal system within the City limits. NCDOT reimburses the City for this maintenance based upon a fee schedule that is used by all municipalities in the State that have such an agreement. This agreement is for one year and eligible for automatic renewal every year for five years. Detailed records are kept and submitted to NCDOT quarterly for work performed. Through these reports reimbursement is issued. Without renewal of the Maintenance Agreement, the City would not receive any monies from NCDOT for work performed. Staff recommends Council's approval of the NCDOT Municipal Maintenance Agreements for the Traffic Division.

C. Removed to "Section IX. Items Removed from Consent Agenda" and Approved a Resolution Accepting the Offer of Dedication for 41<sup>st</sup> Avenue NW and 1<sup>st</sup> Street NW, as Shown on Plat Book 75, at Page 188, of the Catawba County Registry.

The City has been presented with an offer of dedication for street right-of-way as shown on a plat recorded in Plat Book 75, at Page 188 of the Catawba County Registry. The area consists of the right-of-way areas for 41<sup>st</sup> Avenue NW and 1<sup>st</sup> Street NW. The streets were constructed by the developer as part of The Landing at Moore's Ferry Phase 8 residential development. The streets have been properly inspected by the City of Hickory, and been found to meet the minimum design requirements necessary for public maintenance. Public use and maintenance of street right-of-way cannot occur unless City Council formally accepts the offer of public dedication by means of a duly executed resolution. This requirement is outlined in the North Carolina General Statutes, as well as the City's Land Development Code. Staff recommends City Council's approval of the resolution accepting the offer of dedication for 41<sup>st</sup> Avenue NW and 1<sup>st</sup> Street NW, as shown on Plat Book 75, at Page 188 of the Catawba County Registry.

D. Approved Special Events Activities Application for Fitzgerald Wedding Ceremony & Reception, Pete Subsara, Director of Promotions and Community Relations, Hickory Crawdads, June 25, 2016, 2:00 p.m. to 11:00 p.m., L.P. Frans Stadium, 2500 Clement Blvd.

E. Approved Special Events Activities Application for Friends of Hickory Park Groundbreaking, Roger Young, Board Member, Friends of Hickory, LLC, May 11, 2016, 11:00 a.m. to 1:15 p.m., Corner of Main Avenue NW and 3<sup>rd</sup> Street NW.

F. Approved Proclamation for National American Public Works Week, May 15 - 21, 2016.

G. Approved on First Reading 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.

As discussed at Council's February 25<sup>th</sup> and March 3<sup>rd</sup> workshops, the City applied for and received Congestion Management and Air Quality (CMAQ) funding approval from the North Carolina Department of Transportation (NCDOT) for intersection improvements on 16<sup>th</sup> Street NE (Sandy Ridge Road) at 21<sup>st</sup> Avenue NE and at 29<sup>th</sup> Avenue Drive NE. The supplemental agreement increases the funding amount to \$3,697,000, which is 80 percent of the total project cost of \$4,621,250. The City would be responsible for the remaining 20 percent, which amounts to \$924,250. Staff recommends approval of a supplemental agreement which provides additional funding for the project. It is anticipated that funds for the right of way will be required in FY 16/17 and for construction in FY 17/18.

IX. Items Removed from Consent Agenda – Item C

Alderman Tarlton was recused by Council with a unanimous vote and refrained from voting on Item C of the Consent Agenda.

Alderman Lail moved, seconded by Alderman Guess approval of Item C of the Consent Agenda. The motion carried unanimously.

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

RESOLUTION 16-05

A RESOLUTION OF THE HICKORY CITY COUNCIL ACCEPTING THE OFFER OF PUBLIC DEDICATION OF LANDS AND IMPROVEMENTS KNOWN AS 41<sup>ST</sup> AVENUE NW AND 1<sup>ST</sup> STREET NW, WHICH ARE DESCRIBED IN EXHIBIT A AS 55 FOOT RIGHTS-OF-WAY, AND RECORDED IN PLAT BOOK 75, PAGE 188 OF THE CATAWBA COUNTY REGISTRY.

WHEREAS, NCGS §160A-374 and Article 2, Section 2.3.4(D) of the Land Development Code provide that City Council may, by resolution, accept offers of public dedication made to the public of lands and facilities for streets, sidewalks, open spaces and public utilities after verification from the City Engineer such properties and improvements are in a manner acceptable for acceptance; and

WHEREAS, the City of Hickory has been provided with an offer of public dedication of lands and improvements known as 41<sup>ST</sup> Avenue NW and 1<sup>ST</sup> Street NW, which are described Exhibit A as 55 foot rights-of-way, and recorded in Plat Book 75, Page 188 of the Catawba County Registry; and

WHEREAS, the City of Hickory has reviewed the land and improvements placed upon them provided as part of the offer of public dedication, and such land and improvements have been found to be in compliance with standards in place for such land and improvements; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Hickory, North Carolina, the offer of public dedication for 41<sup>ST</sup> Avenue NW and 1<sup>ST</sup> Street NW, which is described in Exhibit A as 55 foot rights-of-way, and recorded in Plat Book 75, Page 188 of the Catawba county Registry, is accepted, subject to the following terms and conditions:

SECTION 1. Terms and Conditions of Acceptance:

1. The sub-divider shall guarantee all materials and workmanship for a period of 18 months from the date of official acceptance by the City Council;
2. The acceptance by the City Council shall not be interpreted in any way to relieve any developer, contractor, subcontractor, insurance company, owner, or other person of his individual or several obligations under any ordinance, policy, or contract or to otherwise reduce or eliminate the rights of the city, its agents and employees against any other party connected with or in any way related to the development of the subdivision and facilities. The acceptance shall not be interpreted as a waiver of any defense or immunities that the city, its agencies or employees may assert or be entitled to;
3. All rights, privileges and warranties of whatsoever nature and kind, for equipment, supplies, materials, goods, and services shall be assigned to the city and any and all benefits derived there from shall inure to the city, its agents, and employees. The acceptance of the lands and facilities shall be conditioned upon the owners covenanting and warranting that they are lawfully seized and possessed of all the lands and facilities dedicated to the public; that they have good and lawful authority to dedicate the same to the public for the stated purpose; that the lands and facilities are free and clear of any deed of trust, mortgage, lien or assessments and that the dedicators for their heirs, successors, executors, administrators, and assigns, covenant that they will warrant and defend the dedication of such land and facilities against any and all claims and demands whatsoever; and
4. Acceptance of dedication of lands and facilities shall not obligate the city to construct, install, maintain, repair, replace, extend, improve, build or operate any public facilities or utilities which are not in existence as of the date of the acceptance of the lands and facilities. Such acceptance shall not obligate the city to construct any main, line, pipe, lateral, or other extension or permit connection to the city's water, sanitary sewer, storm sewer, drainage or other public utilities systems.

SECTION 2. This Resolution shall become effective immediately upon adoption.

X. Informational Item

XI. New Business:

## A. Public Hearings

## 1. Approved the Community Development Block Grant 2016 Annual Action Plan

In 2016, the City of Hickory will receive approximately \$280,251 through the Community Development Block Grant Program and approximately \$130,000 in program income for a total of \$410,251. Funds will be used to develop stronger communities by providing decent housing, creating suitable living environments, and expanding economic opportunities, principally for people of low and moderate income. The City of Hickory's 2015-2019 Consolidated Plan is updated on an annual basis through the development of an Annual Action Plan. The plan sets priorities among these needs and sets out the action plan for use of available funds on a yearly basis. This provides for flexibility in determining priorities as the needs of the community change from year to year. The 2016 Annual Action Plan will be submitted to the U.S. Department of Housing and Urban Development on or before May 15, 2016 as the City's strategy for administering 2016 Federal funds for community development and housing. The Citizen's Advisory Committee reviewed the draft action plan at their meeting on March 7, 2016 and recommended approval of the proposed budget.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on April 3, April 23, and May 3, 2016.

City Manager Mick Berry asked the City's Community Development Manager Dave Leonetti to the podium to present Council with the proposed Community Development Block Grant 2016 Annual Action Plan.

Community Development Manager Dave Leonetti advised that the City adopted its five year consolidated plan for housing and community development this time last year. That process sets the broad goals for where the City will go with its housing and community development plans for the next five years. In each subsequent year the City is tasked with adopting an annual Action Plan that sets forth the activities that the City will undertake in each given year. The 2016/2017 plan had a proposed budget of \$410,251 dollars. This represented a decline from last year. For the current year the City had received additional program income from the sale of some property and repayment of loans, and also the allocation had gone down. This year it was \$300,041, which it was reduced approximately 6 1/2 to 7 percent to \$280,251. He advised that was consistent with what they had been seeing over the last 10 to 20 years. The amount allocated to the Community Development Block Grant Program had been decreasing at a national level, so that gets funneled down to the City. The program income is the money that the City received from the repayment of loans and other activities made through the Community Development Block Grant program. He used as an example they make loans to non-profits and homeowners for the rehabilitation of housing or other public facilities. When those are paid back that is where that \$130,000 comes in.

Mr. Leonetti advised they have 14 activities that they are planning on accomplishing with the \$410,000 in the upcoming budget year. He explained the groups: housing rehabilitation, \$30,000 for the City's housing rehabilitation programs and also for a grant to Habitat for Humanity for their housing rehabilitation programs as well; park and facility improvements, next year the plan is to provide a picnic shelter and restrooms at West Hickory Park along with continuing street resurfacing, addition funding for sidewalks in low to moderate income neighborhoods as projects present themselves. There was \$75,000 budgeted for street resurfacing and sidewalk improvements. Continuation of the down payment assistance program along with the microenterprise grants. Support for six non-profit service agencies; City of Refuge, ALFA, Hickory Soup Kitchen, Exodus Homes, Safe Harbor Rescue Mission, and Cooperative Christian Ministry. The final portion of the budget was administration of the program which pays a portion of Mr. Leonetti's salary and one of the administrative assistants in the office. As part of the administration was advertising for fair housing which is done each April. The big ticket items were the construction of the picnic shelter and bathrooms at West Hickory Park, along with the infrastructure improvements in the low to moderate income neighborhoods for the City. Continuation of the housing rehabilitation programs and the Habitat repairs program. With the six public service agencies and Habitat the budget supports seven local nonprofit organizations. Due to the reduction of funding those grants are a little smaller than they have been in past years but they were able to fund all the agencies that had applied for funds this year.

Mayor Wright explained the rules for conducting the public hearing. He declared the public hearing open and asked if there was anyone present to speak in

opposition to the proposal. No one appeared. He asked if there was anyone present to speak in favor of the proposal.

Ms. Mitzi Gellman, Habitat for Humanity, advised that they had received funding for approximately 6 to 8 months for repairs. They had received since January, up until the end of April, 110 request for repairs. Through the work at Habitat they are able to combine volunteer labor, along with donated materials of shingles and other products that are used in repairs, they can multiply the work that has been done in the past and hopefully be able to address the huge overwhelming need that is within the City of Hickory. She thanked Council for having the confidence in them to be able to start a whole new program for Habitat for Humanity in addition to the new homes program. She advised it had given them a toehold on being able to launch a capital campaign. Their goal at this point is around a million dollars, which all will be dedicated toward repairs, not only within the City of Hickory, but to do some outreach into the County as well. She advised that it is all through a lot of persuasion, and gentle nudging along the way from their friend Charlie Dixon; who they miss a lot. She mentioned that she had spoken to Mr. Dixon's daughter and he was doing well. She thanked Council for their consideration of the request and advised them that they are putting everything to good use.

Mayor Wright mentioned that he didn't have more than a couple days go by that someone didn't mention Charlie Dixon and what a great role that he has played in the City for the last 60 plus years.

Ms. Susan Walker, Assistant Director of Exodus Homes, thanked Council for the partnership over the years through the Community Development Block Grant funds program and how they had worked together to employ the residents of Exodus Homes after they had lost everything due to their addiction or their incarceration. She commented that they had done a great job together and she appreciated that they were in the current proposal. She hoped that Council would pass it. She reiterated the importance of the repairs that Habitat is doing. She commented that the repairs that Habitat were doing were so needed that she carries their number in her phone because people call Exodus Homes all of the time for the things that they are doing. She appreciated the support that Habitat was receiving for that program as well. She advised Council how grateful they were for their support and how grateful they are for their continued support. She commented that the consequences of HB2 were now being felt by residents of Exodus Homes. She commented that they had worked so hard together to help these folks get jobs, and get back on their feet to becoming tax paying, law abiding citizens. She told a story of a resident named Kenny. CDBG funds were used to help him over a two year period to try to find employment. She commented that they appreciated Council's support and also the support of North Carolina NC Works, Vocational Rehabilitation, Goodwill Industries, and Exodus Home; they all worked together very hard for two years to employ him. She advised that he had a visual impairment and a criminal record, and mental health challenges. After two years they finally got him employed. He has a good full-time job in a manufacturing company in Hickory. He had been getting paid and would come back to Exodus Homes and pay them for the services that he had been receiving rather than being a recipient. He is a giver and he is paying for what he had gotten over the years. Last week he gave her a paycheck that was almost nothing. He told her that he only worked one and half days because of something called HB2. He didn't have as many hours and was told they might not have as many hours for a while. He didn't understand it or know what it was. All he knew it was something called HB2 and that was the reason they were running short and not working full-time right now. She mentioned that to Council because she thought they might like to know that. All that we do together, people at the very bottom are being affected now with their hours being cut and not being able to work full-time. She asked Council as they considered that later in their deliberations together for them to think about Kenny and the fact for two years it took them to get him that job, he sure hopes that he doesn't lose it and does not get laid off.

Ms. Angela Heard, City of Refuge, she had enjoyed the partnership as well with the Community Block Grant funds. She advised it was their 11<sup>th</sup> year of doing the afterschool. They had summer camp for approximately eight years. They wanted to concentrate on the afterschool program for the children. They service 1<sup>st</sup> through 5<sup>th</sup> grade in the Ridgeview community. She commented they were happy with the partnership with Hickory's Parks and Recreation as well. They have approximately 20 children. She shared success stories. When one child came to them she was making D's and F's, now she is on the B honor roll and had received four awards. She had some that struggled a couple of years ago and now they are consistently on that A/B honor roll. They are very pleased with that. Perfect attendance is up as well. They can measure those results and keep track with what they are doing with their report cards. They are very grateful for the City partnering with them. It helps pay for the part-timer at the center. Lenoir-Rhyne,

engaged scholars, and Circle K had partnered with them as well. They are on a work study program as well. It is those partnerships, those pieces of the puzzle that helps the children. She told the volunteers that they would never understand the seeds that they had planted for their children. They had been doing this awhile and really seeing some great results. She would be attending some graduations as well. She commented that her children are growing up and they are very pleased about that. They are grateful for the funds and the partnership. They plan to continue to see them do well because they want them to do well not only in the classroom but in their future as well. They believe that they are planting a good foundation for them.

Ms. Elizabeth Kelly, Director of Advancement at the Greater Hickory Cooperative Christian Ministry, commented that she was grateful for the opportunity to come before Council and support this. It would directly benefit their organization. The funds would be used for their program called Networks Catawba, which is a multidimensional approach to ending the cycle of generational poverty. It is not just a band-aid approach they are actually taking the time to form relationships with individuals over the course of a 15 week curriculum and then they transfer into an ongoing program of 18 to 36 months. They have set goals in the program, they are working with volunteer allies. They have committed allies that work with them to reach and achieve the goals. Ultimately the idea is to break that cycle of poverty and have them be contributing members of society and end the need for food stamps and additional supports and also increase their income so that they are able to return the investment into the community. She referenced a program that was being held at the First Presbyterian Church called "Changing the Charity Paradigm, Toxic Charity. They are coming together to try and have a collaborative impact on the community, where they can bring all of the nonprofit organizations, the church, and the faith community together to actually work so that they are not duplicating services and actually maximizing the benefits. Networks Catawba is one of the programs that is highlighted. She commented that she was happy to be before Council and appreciated the opportunity that this grant would give their organization and give back to the community. She thanked Council.

Mayor Wright closed the public hearing.

Alderman Seaver moved, seconded by Alderman Zagaroli approval of the Community Development Block Grant 2016 Annual Action Plan. The motion carried unanimously.

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

Mayor Wright and Alderman Seaver thanked the presenters.

B. Departmental Reports:

1. Catawba County Community Health Assessment Walkability Study.

City Manager Mick Berry introduced Mr. Zack King, Community Health Analyst for Catawba County Public Health. He advised that Mr. King would be presenting Council with the Catawba County Community Health Assessment Update and Walkability Study.

Mr. Zack King presented Council with a PowerPoint presentation. He advised that he was doing a municipality tour with all of the cities and towns in the County, but he was a Hickory resident. He commented that this was the most engaging one and he appreciated the opportunity to be able to speak. He advised that he worked for Catawba County Public Health as the Community Health Analyst. The other half of his role is to be a Coalition Coordinator for Catawba County Health Partners which is a nonprofit organization staffed by Public Health. They bring community partners organizations together to work toward achieving an improved quality of life for Hickory and for the other municipalities in the County. He advised that the health assessment was a State requirement that is passed through the Division of Public Health in Raleigh. They are required to do a broad comprehensive look at the quality of life and wellbeing in our community every four years. The last one was done in 2011 and they had received their letter that the 2015 one was on the books and approved. They are asked to talk to the residents in the community as well as stakeholders in the community about what is going on with health, quality of life, and that takes many forms; economic development, poverty, access to care, as well as specific diseases and conditions in our community. They also look at what is going on in the community already and what they can move around and move forward in our community to make it a happy, healthier, and more engaging place to live.

Mr. King discussed a brief overview of the process which takes about a year and a half of structured work, but they are already working on the next one which is in 2019. They are moving forward and turned in everything. Right now they are working on developing action plans through their Catawba County Health Partners group. They have a Board of Directors that represents business leaders, faith community leaders, municipal leaders and nonprofit leaders in the community as well as individuals from the healthcare sector. They are putting together their three year strategic plans on efforts that will be implemented in the community and bringing collaborative volunteer work groups together.

Mr. King gave a brief overview of the community profile. They had a pretty wide representation of the community that took a survey as well. They did focus groups, and met with some higher level stakeholders in the community, and also did a communitywide survey. They had approximately 2,100 responses from it, most of those were actually from Hickory because the survey was well received in Hickory, and more distributed through their partners. He thanked Cooperative Christian Ministries. He advised that there was a drop in the unemployment rate and High School graduation rates were up. They were interested in finding out what we were dying from and making sure that people are living happy, healthier, and more productive lives and that they feel like they have a high quality of life living here. He referenced the slide and advised that most of the disease in the County was related to chronic diseases. Most of the chronic diseases were related to things like having access to healthy foods, physical activity, like being able to walk in the park with their children no matter what neighborhood they live in or what town in Catawba County they live in. A lot of it is also the outreach in education that they do as well. Hickory had collaborated with them in the past and continues to collaborate with them on addressing these issues. There had been some positive trends; more people had access to healthcare; there was a drop in people being diagnosed with cancer and heart disease; teen pregnancy was down, mostly thanks to schools and their partnership with the Council on Adolescents. He discussed positive trends to watch: cancer is still a main priority and is still the leading cause of death in the County, which is against the grain, it is normally heart disease. They always worry about social determinants. They collaborate with groups in the County, including the City, who recognize where people live and how they engage in the community. How they are employed. Where they are employed, if they are employed. How they are growing, learning, playing, praying, working effects their health and their wellbeing. They want to be a part of the community. Social determinates are really important to what they do as well.

Mr. King discussed health disparities. In Catawba County, and in Hickory, the breakdown of the numbers indicated a gap between the lower income communities, ethnic and racial minority communities, and the white community. African-American and Latino communities are more likely to be sick, and more likely to die from those chronic diseases than the white residents living in the same areas. He advised that the full health assessment was 192 pages. He had taken out some sections that he felt that anybody in leadership in the community should be aware of.

Mr. King discussed the community profile which was a broad overlook in Catawba County and Hickory. He also included a brief overview of the priorities as well as a brief summary of what they found out, a topline view of what is going on in the community. He stated that the priorities are important because they are charged by the State, and they work with health partners to actually do something about everything that they had found out. Part of the health assessment process is to rally around, and bring the community around, at least three areas, where they can engage people. More people have told them that they want to see improvements in the community. He advised that they charge their leadership and other partners in the community to address these as well.

Mr. King reviewed the results from the community when they asked people what they cared about. He pointed out the health issues that they thought were most important overall as well as the terms of how big of a consequence that they have in our community and how likely it is that something can change in our community as well as the impact. He pointed out the chronic diseases, and nutrition and physical activity that goes towards those chronic diseases which made it to the top of the list. He advised that they believed in starting upstream. In North Carolina tobacco use, physical activity and nutrition, which are all preventable, are lifestyle things, not necessarily "doctor" things, those are leading preventable causes of death. In Catawba County they are responsible for 5 out of the 10 causes. They look at where they can make an impact. They also look at not only death and disease but how they can improve quality of life for all people, not just sick people and dying people, but for people who might think they are healthy and just want a better community and a higher quality of life. They look at physical activity, nutrition, and tobacco use. The three identified health priorities from now until

2019 were: physical activity; healthy eating, increasing access to healthy foods and getting information about healthy foods out into the community; and chronic disease. They have a lot of organizations that do a lot of great work around diseases independently and they wanted to pull all of those organizations together and have some collaborative work put toward on that.

Mr. King discussed common themes and the areas that residents cared about the most. A large majority of residents said that the biggest improvements that they were looking for were walking routes, sidewalks, and improved access to greenways. Nutrition ranked right on top both in terms of access and knowledge about what to eat, how to eat it, and what can be healthy for our community. Mostly availability, access, especially in the low income low access areas of the town and the County. He mentioned chronic disease. Everybody is dying from it in our County, 54 percent of deaths in our County, and even a higher percentage of the people that are sick, are related to chronic disease.

Mr. King mentioned ways that Hickory had collaborated with them in the past, and continues to collaborate with them now. The City's partnership with the health assessment, from Staff and from leaders in the community, had been very valuable to them. When they look at engaging people in the community, in a larger municipality that is very important because there is a high concentration of work going on here and people living here. They also have great group representation, thanks to Dave Leonetti. He is a very valuable asset and resource to the work that they do related to walkability, looking at sidewalks and access to physical activity in town, as well as connecting them to projects that are going on in the City. He pointed out their collaboration in the comprehensive planning process for the City, including the quality of life in that conversation. He advised that they are the City's Health Department too, they just don't serve at the County level. They love to collaborate with the cities and the towns. He commented that the Bond Commission is obviously related to the work that they do, and they love being able to provide resources and information and being involved in the loop. He advised that Andrea Surratt and Dave Leonetti both had been awesome partners in that. They also had provided information related to the TIGER grant. He was glad that the information from the assessment got used to hopefully make some really great improvements in our community.

Mr. King advised that they had recently received a \$450,000 investment grant from the James B. Duke Foundation in Charlotte along with four other coalitions similar to theirs throughout North Carolina over the next three years to do this work. They are excited to see how that investment can maximize their potential and maximize their partnerships and increase quality of life in Hickory and the County as a whole. He thanked Council for their time.

Alderman Lail commented what he was hearing in the community, and actually had a conversation with law enforcement about, was the increase in opioid use. He had read in an article in the New York Times that showed growth of it. He asked if that was something that they had studied or developed any strategies on, because that is preventable.

Mr. King commented that they are partners in a collaborative group called Project Lazarus which originated in Wilkes County, but they have a local group that is operated through Partners Behavioral Health. They really work on more of the strategy part, they work on identifying the problems, the issues. It had been mentioned earlier the study that came up about Hickory's increased rise in opioid use. They look at hospital data, and collaborate with law enforcement to figure out who that is affecting most, and they have most identified some strategies in the healthcare community. Letting Pharmacists and Doctors know about actual prescription abuse. Shocking enough from the hospital side, the overdose side that ends up at the hospital, mostly the 40-80 age range in terms of overdose. Not necessarily use, but the numbers they see through the hospital.

Alderman Seaver advised that all of Council were in that age group. He commented that it is a terrible problem.

Mr. King stated that they as an agency as Public Health are involved in it. It is a State issue right now. The State Health Director and all of the local Health Directors Associations are engaged in it. They passed that leadership down the pike to them, anyway they can at their agency level as well as in partnership with other organizations in the community.

Alderman Zagaroli asked Mr. King if he said there was an increase in suicide.

Mr. King confirmed there was, they had seen an increase in suicide since 2011 which was the last health assessment. Suicide is actually the tenth leading cause

of death in the County, which is kind of unheard of. When you look at our peers across the State, the top ten is a little jarring to look at. They had seen an increase since 2011 and they also had been working with their mental health providers in the community to wrap their arms around that. They see it already happening in older adult populations, but they understand the need for prevention in talking with youth, and youth serving agencies about it as well.

Alderman Seaver asked about diagnoses of depression.

Mr. King stated that they don't have a lot of access to information about that right now. The State doesn't really collect it and they are working on developing some local ways that they can wrap their minds around that for sure.

Alderman Seaver commented with the economic downturn that we had all been through for the last ten years or more, that had to have a detrimental effect upon the health of the citizens.

Mr. King responded that it definitely does. They always look out across the board, whether it is related to mental health or physical health, or just quality of life in general. Health brings a lot of doctor's office, and hospitals, but they really look outside of the clinic and in the community. Poverty, economic recessions, access, the safety of our communities, it all effects 1) the quality of life of people living here and 2) the quality of life that people perceive us having. We all know how important that is, businesses and recruiting talent as well. They are always trying to figure out how to best fit into the picture and how to make it a genuine healthy place, and a higher quality place to live, as well as connect that to their discussion about improving our economy and improving our community in the long term as well. He thanked Council.

Mayor Wright thanked Mr. King. He commented that he was sure Mr. Leonetti appreciated those kind words.

2. Council Discussion of Appointment Process for Deidra Lackey Memorial Conservancy Board.

Mayor Wright explained that the Lackey Conservancy would be about half of the total dollars, around 15 million dollars, that would be spent on the Riverwalk and the conservancy. The Lackey's had requested that the City nominate three of the seven board members. The initial board is very important because they will agree on such things as the name, bylaws, if and how they succeed themselves, or how new members are appointed. It is a very important time. They had asked Council to work with them as they are seeking four members and City Council is seeking three members to make sure they get a great starting board of people who can lead us forward in an exciting time for our City.

Mayor Wright moved, seconded by Alderman Lail to nominate a subcommittee consisting of Alderman Tarlton, Alderman Zagaroli and himself to serve as the committee to come up with the nominations. The motion carried unanimously.

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

Mayor Wright commented that it may seem immodest to nominate himself but he had been involved fairly extensively in this project. He advised that no Council member could be appointed.

City Manager Mick Berry confirmed that was correct.

Mayor Wright advised that they were not going to nominate themselves. They were going to try and come up with three people who will best represent all of the people of Hickory and serve us well in what is going to be the most exciting venture that this City has taken on in a longtime.

Alderman Lail commented this is going to happen relatively quickly.

Mayor Wright responded very quickly, they want their first board meeting in June.

Alderman Lail inquired if the subcommittee would be bringing Council a slate at the next Council meeting.

Mayor Wright commented we are already getting nominees. They could do that, they could move fast for government.

Alderman Tarlton inquired if the nominees needed to volunteer on the website in a normal manner.

Mayor Wright advised that would be okay. It was not a secret process in any way. Anyone could self-nominate or anyone could be nominated. He asked if there would be a press release on it.

Mr. Berry commented that they could do a press release. What had been talked about in the meeting with the Lackey's was that Council would be discussing it during the meeting and that would make it public. He advised that Mrs. Surratt had already sent emails to various groups.

Mayor Wright commented let's make it public and then anyone can nominate anyone and anyone can self-nominate.

Alderman Tarlton asked about a deadline.

Mayor Wright commented backing up from June they really need to do this at the next meeting.

Alderman Tarlton commented they would need their nominations in a week.

Alderman Lail suggested in the interest of the subcommittee having time to digest, and people to be able to self-nominate, maybe if Council made the decision the first meeting in June.

Mayor Wright thought that would be okay.

Alderman Lail felt that would be okay based on the conversations.

Mayor Wright suggested that they move as quickly as possible, but give themselves that extra two weeks.

Council was in agreement to do that.

3. 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)

**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

**PUBLIC ART COMMISSION**

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

Alderman Seaver nominated Gregory Schauble as the Ward 3 Representative, Pubic Art Commission.

**RECYCLING ADVISORY BOARD**

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

Alderman Seaver moved seconded by Mayor Wright approval of the above nomination. The motion carried unanimously.

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

C. Presentation of Petitions and Requests

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

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

Mayor Wright commented on the passing of Larry Pope. Mr. Pope, with a great deal of passion and commitment, attended Council meetings more faithfully than almost anyone for the 15 years that Mayor Wright had been on Council. He commented that they believed he was preparing for Council's last meeting when he developed a health problem that led to his death. Mayor Wright thanked Mr. Shell, for on many occasions, exercising some sort of magic in talking with Mr. Pope. In 15 years of frequent conflict, they never had him arrested or ejected from the Chambers. He thanked Mr. Shell for his role in that. Mayor Wright commented that he hoped that he never had to impose on someone and impact their dignity by asking them or demanding that they leave Chambers.

Alderman Seaver commented that he had mentioned earlier that he was a Lion as well as a Kiwanian. He had lots of dealings with Mr. Pope through the Catawba County Council for the Blind. Many rides to take him to the meetings. The only personal problem that he had with Mr. Pope was one night he wanted to drive home from the Thanksgiving party. Alderman Seaver didn't let him. He commented that he probably could have done it because he knew the streets of the City pretty well.

Mayor Wright mentioned the death of Charles Deal, a longtime newspaper publisher with The Hickory News, and a legend in Hickory. He advised his funeral service was held today. He commented about his son's wedding over the weekend in Washington, D.C. His son married a girl from Scranton, Pennsylvania. He advised that he had the occasion to talk with the people that were from Scranton. He commented that he did not realize that Scranton had grown rapidly from a fairly small city to 143,000 people. Over the last half century it declined in population to 78,000. The people that he spoke with said that the problem was the young people were leaving and not coming back, and jobs were leaving for various reasons from the coal industry and the steel industry. He bragged on City Council, County Commissioners, and all the elected officials in this region. When they talked about the Bond Referendum, and it was passed 60/40, having to tell people that they were going to substantially raise their City taxes, they said they couldn't get that done in Scranton. Mayor Wright had inquired why. They advised him that they did not trust their officials. Two of their County Commissioners are serving time for pay to play schemes. He advised that we had been blessed in our region. He commented that people may not agree with their decisions, but he believes that they trust the elected officials in the area. He referenced something he had said in the past, you don't want to be Clarksburg. A city that went from 40,000 to 20,000. We don't want to be Scranton either. He commented that he was proud of the residents of the City who voted yes on the Bond Referendum to give Council a path to greater prosperity in the future.

Alderman Seaver commented that he had often said that we have some of the smartest population of citizens anywhere.

Alderman Tarlton and Mayor Wright agreed.

Alderman Seaver commented that he had taught a lot of them and he believed that wholeheartedly.

Alderman Guess commented that City staff announced the promotion of Major Thurman Whisnant to the next Chief of Police for the City of Hickory. He congratulated Major Whisnant. He commented that Chief Adkins was still there. He asked him for how many more days.

Chief Tom Adkins advised that he wasn't counting them.

Alderman Guess thanked Chief Adkins for his services and commented that the City is looking forward to Chief Whisnant coming on board.

XIV. There being no further business, the meeting adjourned at 8:45 p.m.

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Mayor

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City Clerk

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COUNCIL AGENDA MEMOS

Exhibit VIII.B.

**To: City Manager's Office**  
**From: Kevin B. Greer, PE, Assistant Public Services Director - Public Utilities**  
**Contact Person: Kevin B. Greer, PE**  
**Date: May 17, 2016**  
**Re: Sherwood Forest Sewer Project - Change Order #2**  
**(NC-IFS: E-SRG-T-08-0140).**

**REQUEST**

Staff requests Council approval of project close-out Change Order #2 for the Sherwood Forest Sewer Project with Hickory Sand Company, Inc. This change order represents a decrease to the overall project due to an adjustment for actual quantities used during construction of the Sherwood Forest Sewer Project in the amount of (-\$22,406.00).

**BACKGROUND**

The Public Utilities Department and Catawba County Environmental Health identified Sherwood Forest Subdivision as one of three areas of concern in 1998 as a part of the future service areas for the City of Hickory Sanitary Sewer System. Staff originally applied for State Revolving Grant funds for completion of this project April 1, 1999. Staff was contacted in 2008 about the status of these projects and then asked to resubmit an updated Preliminary Engineers Report in 2009. NCDENR Division of Water Quality and NC Construction Grants and Loans issued final approval of the Preliminary Engineers Report on May 10, 2010. The project consists of three identified concentrations of residential housing that have historical problematic septic systems within the existing City of Hickory ETJ and accessible to existing City of Hickory sanitary sewer lines. Sherwood Forest Subdivision consists of 63 residential lots with homes principally built in the 1960s and 1970s. The project was approved for a grant to fund construction of necessary sanitary sewer infrastructure to provide public sewer to the homes in this subdivision.

**ANALYSIS**

The Sherwood Forest Sewer Project included proposed construction of approximately 7,600 linear feet of 8-inch PVC or Ductile Iron sanitary sewer lines. This Change Order #2 with Hickory Sand Co. Inc is for reconciliation of actual quantities used versus proposed design. This reduction in the contract amount of \$22,406.00 reflects the appropriate adjustment due to a balancing of all units. Throughout the construction, adjustments were made that caused some unit line items to run-over and others to under-run. The largest adjustment to quantities was a reduction in 8-inch PVC sewer lines 10-12 ft. deep and an increase in 8-inch PVC sewer lines 14-16 ft. deep.

This Change Order #2 represents a reduction in the original contract of \$22,406.00 and is the project close-out Change Order.

This Change Order #2 will result in a final construction price of \$697,745.50 and represents a 3.11 % decrease to the original construction price.

**RECOMMENDATION**

Staff recommends Council approval of project close-out Change Order #2 for the Sherwood Forest Sewer Project with Hickory Sand Company, Inc. This change order represents a decrease to the overall project due to an adjustment for actual quantities used during construction of the Sherwood Forest Sewer Project in the amount of (-\$22,406.00).

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

Chuck Hansen *CH* 4/29/2016  
Initiating Department Head Date

Anita M. Dula  
Deputy City Attorney, A. Dula

5-6-16  
Date

Robyn Miller  
Asst. City Manager R. Miller

5-10-16  
Date

A. Surratt  
Asst. City Manager, A. Surratt

5-6-16  
Date

Melissa Miller  
Finance Officer, Melissa Miller

5-11-16  
Date

Bo Weichel  
Purchasing Manager, Bo Weichel

5-12-16  
Date

\_\_\_\_\_  
Date

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

M. Berry *for MB*  
City Manager, M. Berry

5/11/16  
Date

Change Order No. 2-Final

Date of Issuance: April 15, 2016  
 Owner: City of Hickory, Inc.  
 Contractor: Hickory Sand Company  
 Engineer: McGill Associates, P.A.  
 Project: Sherwood Forest Sewer Project

Effective Date: April 15, 2016  
 Owner's Contract No.: E-SRG-T-080140  
 Contractor's Project No.:  
 Engineer's Project No.: 10.01100  
 Contract Name:

The Contract is modified as follows upon execution of this Change Order: Decrease the Contract Price

Description: Decrease the Contract Price based on actual installed quantities

Attachments: *Project Change Order log, Spreadsheet listing actual installed quantities*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ <u>713,261.50</u>	Original Contract Times: Substantial Completion: <u>180</u> Ready for Final Payment: <u>180</u> days or dates
[Increase] <del>[Decrease]</del> from previously approved Change Orders No. <u>0</u> to No. <u>1</u> :  \$ <u>6,890.00</u>	[Increase] <del>[Decrease]</del> from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order:  \$ <u>720,151.50</u>	Contract Times prior to this Change Order: Substantial Completion: <u>180</u> Ready for Final Payment: <u>180</u> days or dates
<del>[Increase]</del> <del>[Decrease]</del> of this Change Order:  \$ <u>22,406.00</u>	<del>[Increase]</del> <del>[Decrease]</del> of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order:  \$ <u>697,745.50</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>180</u> Ready for Final Payment: <u>180</u> days or dates

RECOMMENDED:  
 By: [Signature] By: \_\_\_\_\_  
 Engineer (if required) Owner (Authorized Signature)  
 Title: Vice President Title \_\_\_\_\_  
 Date: 4/15/16 Date \_\_\_\_\_

ACCEPTED:  
 By: [Signature] By: \_\_\_\_\_  
 Contractor (Authorized Signature)  
 Title: VICE PRESIDENT Title \_\_\_\_\_  
 Date: APRIL 18, 2016 Date \_\_\_\_\_

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

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

[Signature]  
 City of Hickory  
 Finance Officer

Approved as to form

EJCDC® C-941, Change Order.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

Page 1 of 1

[Signature]  
 City of Hickory - Legal Dept.



**CHANGE ORDER LOG**

Owner: City of Hickory  
 Contractor: Hickory Sand Company, Inc.  
 Project No.: 10.01100, E-SRG-T-080140

**APPROVED CHANGE ORDER SUMMARY**

CO #	Date Approved	Description	# Days	\$\$	Cum. Total Days	Cum. Total \$\$
1	3/1/2016	Installation of drainage structure and appurtenances	0	\$ 6,890.00	0	\$ 6,890.00
			0	0	0	\$ 6,890.00
			0	0	0	\$ 6,890.00
			0	0	0	\$ 6,890.00

**PROPOSED CHANGE ORDER DETAILS**

PCO #	Date Submitted	Description	# Days	\$\$	Incorporated in Co #
	4/15/2016	Adjustment for actual installed quantities	0	\$ (22,406.00)	2
		<b>TOTAL AMOUNT OF CHANGE ORDER 2</b>	<b>0</b>	<b>\$ (22,406.00)</b>	

ORIGINAL CONTRACT AMOUNT	180	\$	713,261.50
APPROVED CHANGE ORDER TOTAL	0	\$	6,890.00
REVISED CONTRACT AMOUNT	180	\$	720,151.50
PENDING CHANGE ORDER TOTAL	0	\$	(22,406.00)
PROPOSED FINAL CONTRACT AMOUNT	180	\$	697,745.50

Sherwood Forest Sewer

NO	DESCRIPTION	UNIT	QTY	BID		TOTAL INSTALLED		VARIANCE	
				UNIT PRICE	TOTAL	QTY	TOTAL	QTY	TOTAL
1	Mobilization	1	LS	\$18,000.00	\$18,000.00	1.00	\$18,000.00	-	\$0.00
2	8" SDR 35 Gravity Sewer 0-6 Ft. Depth	1,670	LF	\$43.00	\$71,810.00	1,726.00	\$74,218.00	56.00	\$2,408.00
3	8" SDR 35 Gravity Sewers 6-8 Ft. Depth	1,980	LF	\$44.75	\$88,605.00	2,102.00	\$94,064.50	122.00	\$5,459.50
4	8" SDR 35 Gravity Sewers 8-10 Ft. Depth	1100	LF	\$47.50	\$52,250.00	1,040.00	\$49,400.00	(60.00)	-\$2,850.00
5	8" SDR 35 Gravity Sewers 10-12 Ft. Depth	940	LF	\$49.75	\$46,765.00	600.00	\$29,850.00	(340.00)	-\$16,915.00
6	8" SDR 35 Gravity Sewers 12-14 Ft. Depth	480	LF	\$53.50	\$25,680.00	425.00	\$22,737.50	(55.00)	-\$2,942.50
7	8" SDR 35 Gravity Sewers 14-16 Ft. Depth	195	LF	\$59.00	\$11,505.00	390.00	\$23,010.00	195.00	\$11,505.00
7	8" DI CL 150 Gravity Sewers 0-6'	690	LF	\$60.00	\$41,400.00	603.00	\$36,180.00	(87.00)	-\$5,220.00
8	8" DI CL 150 Gravity Sewers 6.1'-8'	105	LF	\$61.00	\$6,405.00	130.00	\$7,930.00	25.00	\$1,525.00
9	8" DI CL 150 Gravity Sewers 8.1'-10'	190	LF	\$63.50	\$12,065.00	60.00	\$3,810.00	(130.00)	-\$8,255.00
10	8" DI CL 150 Gravity Sewers 10.1'-12'	180	LF	\$66.00	\$11,880.00	40.00	\$2,640.00	(140.00)	-\$9,240.00
11	8" DI CL 150 Gravity Sewers 12.1'-14'	55	LF	\$69.50	\$3,822.50	-	\$0.00	(55.00)	-\$3,822.50
12	8" DI CL 150 Gravity Sewers 14.1'-16'	35	LF	\$75.00	\$2,625.00	-	\$0.00	(35.00)	-\$2,625.00
13	8" DI CL 150 Gravity Sewers 16.1'-18'	36	LF	\$85.00	\$3,060.00	-	\$0.00	(36.00)	-\$3,060.00
14	4' Diameter Standard Manhole 0-6' Depth	7	EA	\$1,820.00	\$12,740.00	7.00	\$12,740.00	-	\$0.00
15	4' Diameter Standard Manhole 6.1'-8.0' Depth	14	EA	\$2,040.00	\$28,560.00	11.00	\$22,440.00	(3.00)	-\$6,120.00
16	4' Diameter Standard Manhole 8.1'-10.0' Depth	5	EA	\$2,275.00	\$11,375.00	8.00	\$18,200.00	3.00	\$6,825.00
17	4' Diameter Standard Manhole 10.1'-12.0' Depth	6	EA	\$2,680.00	\$16,080.00	3.00	\$8,040.00	(3.00)	-\$8,040.00
18	4' Diameter Standard Manhole 12.1'-14.0' Depth	1	EA	\$3,200.00	\$3,200.00	-	\$0.00	(1.00)	-\$3,200.00
19	4' Diameter Standard Manhole 14.1'-16' Depth	2	EA	\$3,950.00	\$7,900.00	3.00	\$11,850.00	1.00	\$3,950.00
20	Doghouse MH 4 Ft. Diameter 6.1'-8' Depth	1	EA	\$4,200.00	\$4,200.00	1.00	\$4,200.00	-	\$0.00
21	16" x 0.25" Wall Thickness Steel Encasement Pipe, Bore and Jacked Complete with 8" Class 350 Ductile Iron Gravity Sewer Carrier Pipe	250	LF	\$255.00	\$63,750.00	220.00	\$56,100.00	(30.00)	-\$7,650.00
22	Same Side Service Connection	31	EA	\$295.00	\$9,145.00	29.00	\$8,555.00	(2.00)	-\$590.00
23	Opposite Side Service Connection	32	EA	\$775.00	\$24,800.00	38.00	\$29,450.00	6.00	\$4,650.00
24	4" PVC Sewer Pipe	700	LF	\$98.50	\$68,950.00	1,059.00	\$104,311.50	359.00	\$35,361.50
25	Manhole Outside Drop Assembly	4	EA	\$1,150.00	\$4,600.00	4.00	\$4,600.00	-	\$0.00
26	Trench Stabilization Stone 6"	825	LF	\$7.50	\$6,187.50	825.00	\$6,187.50	-	\$0.00
27	Stream Crossing	3	EA	\$3,935.00	\$11,805.00	2.00	\$7,870.00	(1.00)	-\$3,935.00
28	Rock Excavation w/ Select Backfill	165	CY	\$1.00	\$165.00	-	\$0.00	(165.00)	-\$165.00
29	Silt Fence	2100	LF	\$3.75	\$7,875.00	2,732.00	\$10,245.00	632.00	\$2,370.00
30	Straw Wattle	40	EA	\$30.00	\$1,200.00	30.00	\$900.00	(10.00)	-\$300.00
31	Construction Entrance	3	EA	\$1,000.00	\$3,000.00	2.00	\$2,000.00	(1.00)	-\$1,000.00
32	Asphalt Pavement Repair	55	LF	\$54.50	\$2,997.50	22.00	\$1,199.00	(33.00)	-\$1,798.50
33	Asphalt Driveway Repair	50	LF	\$39.50	\$1,975.00	15.00	\$592.50	(35.00)	-\$1,382.50
34	Concrete Driveway Repair	1,024	LF	\$1.00	\$1,024.00	440.00	\$440.00	(584.00)	-\$584.00
35	Gravel Driveway Repair	100	LF	\$12.00	\$1,200.00	40.00	\$480.00	(60.00)	-\$720.00
36	Rip-Rap Creek Bank Class B Stone	99	TN	\$75.00	\$7,425.00	50.00	\$3,750.00	(49.00)	-\$3,675.00
37	Pipe Outlet Protection	1	EA	\$150.00	\$150.00	-	\$0.00	(1.00)	-\$150.00
38	Pipe Inlet Protection	14	EA	\$75.00	\$1,050.00	6.00	\$450.00	(8.00)	-\$600.00
39	Seeding	4	AC	\$1,600.00	\$6,960.00	4.35	\$6,960.00	-	\$0.00
40	Ditch Liner Matting	6,050	LF	\$1.50	\$9,075.00	4,970.00	\$7,455.00	(1,080.00)	-\$1,620.00
<b>CHANGE ORDER 1</b>									
CO1	Added Junction Box			\$ 6,890.00	\$6,890.00	1.00	\$6,890.00	\$ -	\$0.00
<b>TOTAL CONTRACT PRICE</b>					<b>\$720,151.50</b>		<b>\$697,745.50</b>		<b>-\$22,406.00</b>

**To: City Manager's Office**  
**From: Chuck Hansen, Public Services Director**  
**Contact Person: Rick Patton, Engineering**  
**Date: 04 / 26 / 16**  
**Re: Contract for Repairs to 21<sup>st</sup> Ave. NW Bridge Over Horseford Creek**

**REQUEST**

To approve the construction contract with low responsible bidder, Astron General Contracting Co., Inc., to perform deck expansion joint seals replacement and beam end painting on the 21<sup>st</sup> Ave. NW bridge over Horseford Creek.

**BACKGROUND**

Bridges owned by the City of Hickory are required to be inspected every two years. In the 2014 inspection, 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 beams. Because the bridge is over Horseford Creek, all materials involved in the cleaning and painting must be captured and removed from the site. To prevent recurrence of the flaking, expansion joint seals in the bridge deck are to be replaced. A consulting engineer determined that the estimated cost of the work is \$250,000.00. Funds in the amount of \$250,000 were designated for the project in expenditure code 010 5460 537 77 01. Staff developed a scope of work using NCDOT provisions and advertised the lump-sum project on the City's website. Two bids were received. R. E. Burns & Sons Co., Inc. submitted a bid for \$264,965.00 and Astron General Contracting Co., Inc. submitted a bid for \$163,440.00. Because of the large discrepancy between bids and that staff is not familiar with the low bidder, references were requested and checked. Personnel from the City of Charlotte and from a consulting engineering firm gave excellent reviews to previous work by Astron General Contracting Co., Inc.

**ANALYSIS**

The attached contract with Astron General Contracting Co, Inc. is for painting of the beam ends and replacement of the bridge deck expansion joint seals. That work corrects a problem with the steel beams on the bridge and provides a long-term repair solution by sealing the bridge deck expansion joints. The project was advertised on the City's website and two responsive bids were received and opened on April 22, 2016. Astron General Contracting Co., Inc. was low bidder with a lump sum bid of \$163,440.00.

**RECOMMENDATION**

Recommend approval of contract with low responsible bidder, Astron General Contracting Co., Inc., in the amount of \$163,440.00 for the repairs to the bridge on 21<sup>st</sup> Ave. NW over Horseford Creek.

**Informational**  
(Some info items will not have to appear on the Council agenda, but will be communicated to Council in weekly Communication format. These items will still require a Council Agenda Memo)

**Requires Council Approval** Exhibit VIII.C.  
(All new or revisions in Ordinances or Council enacted policies, as well as contracts/agreements over \$100,000 will be placed on Agenda)

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

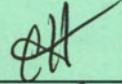
Yes

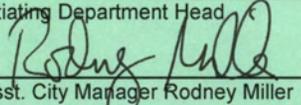
No

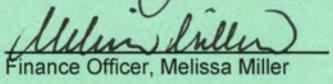
**LIST THE EXPENDITURE CODE:**

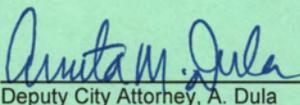
010 5460 537 77 01

**Reviewed by:**

Chuck Hansen   
Initiating Department Head  
Date May 3, 2016

Rodney Miller   
Asst. City Manager Rodney Miller  
Date 5-10-16

Melissa Miller   
Finance Officer, Melissa Miller  
Date 5-11-16

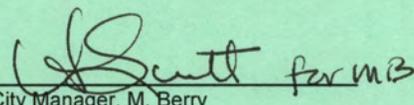
Amrita M. Dula   
Deputy City Attorney, A. Dula  
Date 5-10-16

\_\_\_\_\_  
Asst. City Manager, A. Surratt  
Date \_\_\_\_\_

Bo Weichel   
Purchasing Manager, Bo Weichel  
Date 5-12-16

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

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

M. Berry   
City Manager, M. Berry

5/11/16  
Date



# CITY of HICKORY Invitation to Bid and Contract

Project Title:

Bid Number:

**21st Ave. NW Bridge Repairs (Horseford Creek)**

**16-014**

**SUBMIT SEALED BIDS TO:**

Bo Weichel, Purchasing Manager  
PO Box 398  
Hickory NC 28603  
[bweichel@hickorync.gov](mailto:bweichel@hickorync.gov)  
828.323.7472

**DIRECT INQUIRIES TO:**

Rick Patton, Senior Civil Engineer  
[rpatton@hickorync.gov](mailto:rpatton@hickorync.gov)  
828-323-7558

Date bid advertised:

March 31, 2016

No Bids Received After:

**3:00 pm  
April 21, 2016**

**No public bid  
opening for this  
project required**

Vendor Name:

*Astron General Contracting Co., Inc.*

Point of Contact:

*Panagiotis Hadjaris*

Mailing Address:

*PO Box 1100*

City:

*Dallas*

State:

*NC*

Zip:

*28034*

Area Code and Phone Number:

*704-923-0644*

Email Address:

*admin@astrongeneralcontracting.biz*

Federal Employer Identification Number or Social Security Number:

*56-1918615*

**THIS BID INVALID IF NOT SIGNED AND NOTARIZED**

AFFIDAVIT:

STATE OF

*NC*

COUNTY OF

*Catawba*

, of lawful age, being first duly sworn, on oath says that:

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

FIRM:

*Astron General Contracting Co., Inc.*

ADDRESS:

*Dallas, NC 28034*  
(City, State, Zip)

PHONE:

*704-923-0644*

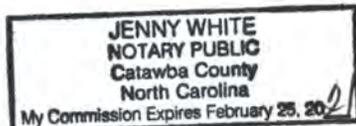
SIGNATURE OF AUTHORIZED AGENT

*Panagiotis Hadjaris* President  
PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this *21* day of *April*, 2016.

*Jenny White*  
Notary Public

My Commission Expires: *2/25/21*





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

Project Title:

Bid Number:

**21st Ave. NW Bridge Repairs (Horseford Creek)**

**16-014**

***IMPORTANT INFORMATION AND INSTRUCTIONS***

1. **DOCUMENTS WITHIN THIS AGREEMENT:** The pages of this agreement consist of:
  - a. Invitation and Bidder Information
  - b. Important Information and Instructions
  - c. General Conditions
  - d. Special Conditions
  - e. Affidavit of Prime Contractor
  - f. Release and Waiver of Claims
  - g. Project Scope/Description of Work to be Performed
  - h. Bid Form, Bonding, & General Contract
  
1. **SUBMIT ALL PAGES:** All pages of this document will be used as the contract. Bidders shall submit ALL pages of this document with completed information.
  
2. **BIDDER SHALL WRITE ON THE OUTSIDE OF SUBMITTAL ENVELOPE:**
  - a. The name of the Contractor
  - b. The Project Title and Project Number
  
3. **BIDS SHALL NOT BE QUALIFIED WITH ANY STATEMENTS ON THE BID FORMS OR BY SEPARATE ATTACHMENT.**
  
4. **LIQUIDATED DAMAGES:** As discussed in further detail under General Conditions Item 40, in the event the Contractor fails to substantially complete construction required under this agreement in the time allotted, Contractor shall reimburse the City for liquidated damages.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK**



# CITY of HICKORY

## Invitation to Bid and Contract

Project Title:

Bid Number:

**21st Ave. NW Bridge Repairs (Horseford Creek)**

**16-014**

### GENERAL CONDITIONS

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

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



# CITY of HICKORY

## Invitation to Bid and Contract

Project Title:

Bid Number:

**21st Ave. NW Bridge Repairs (Horseford Creek)**

**16-014**

3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
    - b. Bidders/Vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by the City and appropriate documents executed. The City of Hickory reserves the right to add or delete any item from this contract when deemed to be in the best interests of the City.
8. **ACCEPTANCE OF CONTRACT:** This document constitutes only the Bidder/Vendor's offer until it is accepted on behalf of the City of Hickory and is fully executed by both parties.
9. **WAIVER:** The City of Hickory reserves the right to waive any general provisions, special provision or minor specification deviation when considered to be in the best interest of the City.
10. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the Bidder/Vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notify the City in writing of any deviation from the specifications within 7 calendar days may cause the agreement to be rejected and/or terminated without further compensation at the discretion of the City.
11. **MISTAKES:** Bidders/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at Bidder/Vendor's risk.
12. **INFORMATION:** The Bidder/Vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the Bidder/Vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.
13. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The Bidder/Vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The Bidder/Vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the bid form.
14. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the City. Each individual sample must be labeled with Bidder/Vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. **Samples will not be returned.**
15. **TESTING:** When testing is required to determine if a sample or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the Vendor, both on samples and delivered products.
16. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories or by the City. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with North Carolina Statutes. Items delivered not conforming to specifications will be rejected and returned to the Bidder/Vendor at the Bidder/Vendor's expense. Any violation of these stipulations may result in



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

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

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by third parties resulting from the Bidder/Vendor's breach of this contract or the Bidder/Vendor's negligence.

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



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- d. **UNIFORM COMMERCIAL CODE:** All provisions of the Uniform Commercial Code shall be adhered to.
  
- 30. **EXTENSION:** At the end of the contract period, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the City and the Bidder/Vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.
  
- 31. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Hickory's Ethics and Conflict of Interest Policy. All Bidders/Vendors must disclose with the bid, the name of any officer, director or agent who is also an employee of the City of Hickory or any of its agencies or subdivisions. Further, all Bidders/Vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder/Vendor's firm or any of its branches.
  
- 32. **PATENTS AND ROYALTIES:** The Bidder/Vendor, without exception, shall indemnify and save harmless the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the City of Hickory. If the Bidder/Vendor uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost rising from the use of such design, device or materials in any way involved in the work.
  
- 33. **RELEASE OF PATENTS AND COPYRIGHTS:** The Contractor will relinquish ownership and exclusive rights to the Department of Housing and Urban Development and the City of Hickory for any patents and/or copyrights for any process, discovery, or invention which arise or is developed in the course of this contract.
  
- 34. **FACILITIES AND EQUIPMENT:** The City reserves the right to inspect the Bidder/Vendor's facilities or equipment at any time with reasonable prior notice.
  
- 35. **BANKRUPTCY:** If the Bidder/Vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the Bidder/Vendor, or if a receiver is appointed for the Bidder/Vendor, the City shall have the right to terminate this contract upon written notice to the Bidder/Vendor without prejudice to any claim for damages or any other right of the City under this contract to the time of such termination.
  
- 36. **ASSIGNMENT:** This contract shall not be assigned by the Bidder/Vendor without written consent of the City.
  
- 37. **ACCESS TO RECORDS:** The Bidder/vendor agrees to provide upon request audit materials to an auditor designated by the City. In addition, the Bidder/Vendor will retain all records pertaining to this contract for a period of three (3) years after final payment and all other pending matters are closed.
  
- 38. **INSURANCE:** If insurance is required in the specifications to this Agreement, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City showing the City as an additional insured thereunder without cost to the City of Hickory prior to the awarding of the contract. This shall be accomplished by including a Certificate of Insurance with the bid package with the Certificate Holder being: City of Hickory, PO Box 398, Hickory NC 28603.
  - a. **General Liability:** The Bidder/Vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by state law. In addition, the Bidder/Vendor shall have, during the term of the contract, insurance in the minimum amount of



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

- b. **Automobile Liability:** The Bidder/Vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in Subparagraph a. of this section. In addition, the Bidder/Vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the Bidder/Vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the Bidder/Vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
  - c. **Worker's Compensation:** The Bidder/Vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of North Carolina to protect it and the City against liability under the workers' compensation and occupational disease statutes of the State of North Carolina. A current certificate showing that the Bidder/Vendor has in force and effect the aforesaid insurance of a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City.
39. **TIME OF ESSENCE:** Unless otherwise stated, time shall be considered of the essence to this contract. Bidder/Vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery. This includes without limitations: strikes, lockouts, inability to obtaining material, lack of shipping space, breakdowns, delays of carriers or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivisions thereof; unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the Bidder/Vendor prior to submission of the bid and the City Council's acceptance.
40. **LIQUIDATED DAMAGES:** If the Contractor shall neglect, fail, or refuse to complete the work within the time herein specified, then the Contractor does hereby agree, as a part of the consideration for the awarding of this contract to pay to the City the sum of **\$0.00** per day, not as a penalty, but as compensation to the City for delays, damages, and additional expenses for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work. The said amount is fixed and agreed upon by and between the Contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain. It is further agreed that time is of the essence to each and every portion of this contract and to the specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where, under the contract, any additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be the essence of this contract.
41. **BONDS:** Bidder's bonds and Performance bonds, if required, are set forth in the specifications attached hereto. If bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:
- a. **Bidder's bonds:** If required as a part of the specifications of this contract, bids filed with the Purchasing Agent must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount stated made payable to the City of Hickory. This amount will be retained by the City as damages in the event the successful Bidder/Vendor fails to comply with the terms of this Agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All deposits and bonds will be returned

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to the unsuccessful Bidders/Vendors within a reasonable time after the contract has been awarded, and to the successful Bidder/Vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.

- b. **Performance Bonds:** If a Performance Bond is required under the specifications of this agreement, the successful Bidder/Vendor must, prior to the award of the Contract, post the bond, certified check or cashier's check in the amount stated made payable to the City of Hickory. The Bidder's Bond posted will be returned to the successful Bidder/Vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the Bidder/Vendor. The Performance Bond will be released or returned to the Bidder/Vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.

42. **DISCRIMINATION:** Bidder/Vendor agrees, in connection with the performance of work under this contract, as follows:

- a. Bidder/Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation or affectation, national origin, ancestry, or physical or mental impairment. The Bidder/Vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, sexual orientation or affectation, national origin, ancestry or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bidder/Vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.
- b. The Bidder/Vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
- c. In the event of the Bidder/Vendor's non-compliance with the above non-discrimination clause, this contract may be terminated by the City. The Bidder/Vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the Bidder/Vendor.

43. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful Bidder/Vendor as a result of this bid. It shall be the Bidder/Vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid that will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the Bidder/Vendor.

44. **ANTI-KICKBACK PROVISIONS:** Contractor shall comply with the applicable regulations (herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so called "Anti-Kickback Act" of June 13, 1934) 48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirement thereof.

45. **CONTRACT WORK HOURS AND SAFETY STANDARDS:** Overtime Compensation Required by Contract Work Hours and Safety Standards Act (76 Stat. 357-360; Title 40 U.S.C., Sections 327-332).

- a. **Overtime Requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, which he has employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week.



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

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



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

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

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

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

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

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

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

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

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

Project Title:

Bid Number:

**21st Ave. NW Bridge Repairs (Horseford Creek)**

**16-014**

***SPECIAL CONDITIONS***

1. **COMPLIANCE WITH LAWS:** The bidder, at his own expense, shall obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance and shall comply with any and all other standards or regulations required by federal, state and local statute, ordinance, executive order and rules during the performance of any contract between the bidder and the City. Any such requirement specifically set forth in any contract document between the bidder and the City shall be supplementary to this section and not in substitution thereof.
2. **SPECIFICATIONS:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the City. All construction and materials shall conform to the City of Hickory's Manual of Practice which includes the standard specifications and details.
3. **GUARANTEE:** Unless otherwise specified by the City the bidder shall unconditionally guarantee the materials and workmanship on all material, construction, and/or services to be free from defect at the time of delivery and acceptance (to be determined by usage) by the City. If any defects are present which are due to faulty material, workmanship and/or services, the bidder at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the City. These repairs or replacements or adjustments shall be made only at such time as will be designated by the City as least detrimental to the operation of the City. Standard Manufacturer's warranties and other warranties normally offered by the bidder shall be in effect for all deliveries and shall be in addition to specific warranties or guarantees contained in this Bid. Statement of terms of standard warranty should be included with the bid.
4. **LICENSE:** All bidders must have proper license governing services provided.
5. **E-VERIFY COMPLIANCE:** Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the North Carolina General Statutes must comply with North Carolina Session Law 2013-418's E-Verify requirements to contract with local governments. E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. A completed E-Verify affidavit is required to enter any contract with the City of Hickory.
6. **IRAN DIVESTMENT ACT CERTIFICATION:** By bidding on this project and executing an Agreement/Contract, the Contractor certifies they are not listed on the Iran Final Divestment List ("List") created by the State Treasurer pursuant to N.C.G.S. 143-6A-4, Iran Divestment Act ("Act"). In compliance with the Act's requirement and N.C.G.S. § 143C-6A-5(b), the Contractor shall not utilize in the performance of this agreement/contract any subcontractor that is identified on the List. The List can be found on the State Treasurer's website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and is updated at least every 180 days..

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

Project Title:

Bid Number:

**21st Ave. NW Bridge Repairs (Horseford Creek)**

**16-014**

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

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

Sworn to and subscribed before me this 21 day of April, 20 16.

Panagiotis Hadjaris  
Signature

Panagiotis Hadjaris  
Printed Name

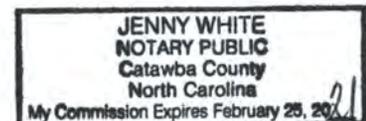
President  
Title

April 21, 2016  
Date

Jenny White  
Notary Public

April 21, 2016  
Date

SEAL:



Project Title:

Bid Number:

**21st Ave. NW Bridge Repairs (Horseford Creek)**

**16-014**

*RELEASE AND WAIVER OF CLAIMS AND CONSENT OF SURETY*  
*PRIME CONTRACTOR*

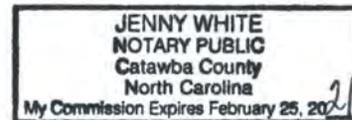
On April 21, 20 16 there personally appeared before me the undersigned authority in and for said County Catawba (County) and State of North Carolina (State) by the name of Panagiotis Hadjaris (Name), who is the President (Title), for Astron General Contracting Co., Inc. (Company). Who being duly sworn by me, states that all payrolls, material bills, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance and other liabilities have been paid in full, incurred for use in the performance the above mentioned Project and waives any claims and releases the City of Hickory from any rights or claims for debts due and owing by virtue of the furnishing of any material or supplies of any lien thereon.

Sworn to and subscribed before me this 21 day of April, 20 16.

Panagiotis Hadjaris  
Signature  
Panagiotis Hadjaris  
Printed Name  
President  
Title  
April 21, 2016  
Date

Jenny White  
Notary Public  
April 21, 2016  
Date

SEAL:





# CITY of HICKORY Invitation to Bid and Contract

Project Title:

Bid Number:

**21st Ave. NW Bridge Repairs (Horseford Creek)**

**16-014**

## *DESCRIPTION OF WORK TO BE PERFORMED*

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

### **NOTICE TO PROCEED**

Bidder agrees to complete work on this project within ninety (90) days of Notice to Proceed and to complete this project as specified.

### **PROJECT SCOPE**

Work on this project includes cleaning and painting of the bridge beam ends and deck joint replacement. It shall be noted that the 21st Ave. NW bridge is over Horseford Creek, which is a protected waterway. Every precaution shall be taken to prevent job debris from entering the waterway.

Painting of the beam ends shall be accomplished according to NCDOT Special Provision PSP 016 'Painting Existing Weathering Steel Structures', dated 12-5-12. Contractor performing this work shall be licensed in North Carolina and prequalified for work code 442 with NCDOT. From the plans, the bridge uses weathering steel on all 5 spans with 30" beams on the end spans and 36" beams on the intermediate spans. All beam ends on all spans are to be painted. As per PSP 016, beam ends are to be primed and painted for a distance of 1.5 times the beam height at the bearings.

Deck joint repair shall be performed by Contractor licensed in North Carolina according to NCDOT Special Provision PSP 002 'Joint Repair' dated 12-18-12 using elastomeric concrete conforming to NCDOT Special Provision PSP 005 'Elastomeric Concrete' dated 12-18-12 and NCDOT Special Provision PSP 006 "Strip Seals" dated 12-18-12. The entirety of all of the bridge deck joints shall be replaced, including joints at both end bents and at all interior bents. Reference attached Figure 6-43 'Foam Joint Seals for Concrete and Steel Superstructures'. Also reference attached Figure 6-45 'Typical Foam Joint Seal Details'. Attached Figure 6-45 has hand-written dimensions from the original structure plans for formed and sawed bridge deck joint openings shown. Also refer to joint repair manufacturer's recommendations. From the original structure plans, End Bent #1 is skewed 45 degrees to the tangent to the curve and Bents #1, #2, #3, #4, and End Bent #2 are at 90 degrees to the tangent to the curve. Copies of the plans are available from the Owner. Note that the specifications dictate payment for the various work portions. This project differs from the specifications in that the entirety of the painting of the beam ends and the deck joint repair shall be lump sum. The lump sum bid for the project shall include all labor, materials, and equipment necessary for a complete project in accordance with the specifications.

Traffic control during the entirety of the project shall be the responsibility of the Contractor. All traffic control methods and materials shall be according to the current edition of Manual of Uniform Traffic Control Devices and NCDOT guidelines. It is the desire of the City of Hickory to keep the bridge open to traffic as much as possible without danger to the travelling public during execution of the project. Traffic will necessarily be kept from using the bridge and detoured around the site during replacement of the deck joints. Detour route must be pre-approved by the City of Hickory Traffic Engineer prior to beginning of construction on the project. The contractor is responsible for providing all traffic control in relation to the detour route including but not limited to signage, cones, and barricades. A minimum of one lane of traffic should be allowed to use the bridge during the painting process. The City of Hickory Traffic Engineer shall be informed of lane- or road closings a minimum of five work days prior to closing lanes or the closing the bridge.



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

Project Title:

Bid Number:

**21st Ave. NW Bridge Repairs (Horseford Creek)**

**16-014**

***BID FORM & GENERAL CONTRACT***

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

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

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

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

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

**BONDING**

- A. **BID BOND:** Not required.
- B. **PERFORMANCE BOND:** Required in the full amount of the stated Bid amount.
- C. **PAYMENT BOND:** Required in the full amount of the stated Bid amount.

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# CITY of HICKORY Invitation to Bid and Contract

Project Title:

Bid Number:

**21st Ave. NW Bridge Repairs (Horseford Creek)**

**16-014**

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

Contractor shall submit a certified Sales Tax Report for reimbursement of sales taxes by Owner. This form can be found on the City's website (Departments > Finance > Purchasing)

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

**The below bid amount includes all specifications and addendums.**

Acknowledge Addendum # <u>  1  </u>	Date <u>  4/6/16  </u>
Acknowledge Addendum # <u>      </u>	Date <u>      </u>
Acknowledge Addendum # <u>      </u>	Date <u>      </u>

**LUMP SUM PRICE to provide a turn-key project.**

\$   163,440.00   .00 (numeric)

\$   One Hundred Sixty Three Thousand Four Hundred forty Dollars   (written)

**If a separate spreadsheet or other list showing unit price was used, please attach as an independent document.**

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



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

Project Title:

Bid Number:

**21st Ave. NW Bridge Repairs (Horseford Creek)**

**16-014**

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

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

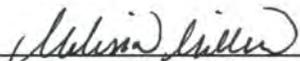
(SEAL)

\_\_\_\_\_  
Mick W. Berry, City Manager

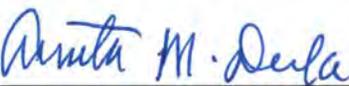
**Attest:**

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

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

  
\_\_\_\_\_  
Melissa Miller, Finance Officer

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

  
\_\_\_\_\_  
Arnita M. Dula, Staff Attorney

## IRAN DIVESTMENT ACT CERTIFICATION

By executing this Agreement/Contract, Panagiotis Hadjariis certify/certifies Astron General Contracting Co. Inc. is/are not listed on the Iran Final Divestment List ("List") created by the State Treasurer pursuant to N.C.G.S. 147-86.58, Iran Divestment Act ("Act"). In compliance with the Act's requirement and N.C.G.S. § 147-86.59, Astron General Contracting Co. Inc. shall not utilize in the performance of this agreement/contract any subcontractor that is identified on the List. The List can be found on the State Treasurer's website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and should be updated at least every 180 days.

**COUNCIL AGENDA MEMOS**

**To: City Manager's Office**

**From: Dave Leonetti, Community Development Manager, Planning Department**

**Contact Person: Dave Leonetti**

**Date: May 5, 2016**

**Re: 2016 Urgent Repair Program Grant**

**REQUEST**

Please review the attached Urgent Repair Program Grant from North Carolina Housing Finance Agency in the amount of \$75,000 along with program Assistance and Procurement Policies for the grant.

**BACKGROUND**

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 10 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 URP16 program. Copies of the proposed policies are attached.

**ANALYSIS**

The City of Hickory Community Development Department, in complying with the N.C. Housing Finance Agency's funding requirements for URP16 has prepared an Assistance Policy and Procurement Policy which reflect program requirements. The 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. Upon receipt and acceptance by NCHFA, funds will be dispersed to the City of Hickory in order to begin repairs to eligible homes.

**RECOMMENDATION**

Staff recommends that city council accept the 2016 Urgent Repair Program Grant and approve the Assistance and Procurement Policies.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

X

No

**LIST THE EXPENDITURE CODE:**

500-3000-558.57-02

056-1614-558.32-04

056-1614-558.32-01

**Reviewed by:**

**Brian M. Frazier**

Initiating Department Head

5-5-2016

Date

Amata M. Dula  
Deputy City Attorney, A. Dula

5-6-16  
Date

Rodney Wood  
Asst. City Manager, W. Wood

5-10-16

Date

U. Surratt  
Asst. City Manager, A. Surratt

5-6-16  
Date

Melissa Miller  
Finance Officer, Melissa Miller

5-11-16

Date

Administrative Services Director  
M. Bennett

Date

Bo Weichel  
Purchasing Manager, Bo Weichel

5-12-16

Date

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

U. Surratt for MBS  
City Manager, M. Berry

5/11/16  
Date

# **URGENT REPAIR PROGRAM**

**City of Hickory**

**Hickory, North Carolina**

**ASSISTANCE POLICY  
2016**

## **URGENT REPAIR PROGRAM ASSISTANCE POLICY**

### **INTRODUCTION**

The North Carolina Housing Finance Agency has approved the City of Hickory's grant request for funding to assist qualifying very low and low-income homeowners, residing within the municipal boundaries of the City of Hickory, in need of urgent housing repairs. The amount of \$75,000.00 shall be made available from the North Carolina Housing Finance Agency (NCHFA) to the City of Hickory to implement the City's "Urgent Repair Program 2016". The funds provided by NCHFA come from the North Carolina Housing Trust Fund. The City of Hickory shall provide an additional \$5,000 to be used in conjunction with these funds. The following assistance policy has been modeled from the guidelines prescribed by the North Carolina Housing Finance Agency for recipients of "Urgent Repair Program" funds:

### **1.0 GOALS AND OBJECTIVES**

#### **1.1 GOALS**

The goals of the City of Hickory's "Urgent Repair Program 2016" ("URP '16") are:

1. To alleviate housing conditions which pose an imminent threat to the life or safety of very low and low-income homeowners with special needs;
2. To provide accessibility modifications and other repairs necessary to prevent displacement of very low and low-income homeowners with special needs, such as frail elderly and persons with disabilities;
3. To assist a minimum of Ten (10) eligible homes within the municipal boundaries of the City of Hickory.

#### **1.2 OBJECTIVES**

The objectives of the City's "URP '16" are:

1. To serve eligible households located within the municipal boundaries of the City of Hickory with urgent repair needs which cannot be met through other state- or federally-funded housing assistance programs;
2. To enable frail elderly and others with physical disabilities to remain in their homes by providing funding for essential accessibility modifications.

### **2.0 PROGRAM REQUIREMENTS**

#### **2.1 USE OF FUNDS**

1. Only repairs that address imminent threats to the life and/or safety of occupants of the dwelling unit or accessibility modifications will be performed under the City's URP. It should be noted that all deficiencies in a home may not be rectified with the available funds.
2. "URP '16" funds must be used either for hard costs or for "URP '16" support associated with "URP '16" eligible repairs or modifications.

3. Eligible repairs must meet the goals as stated in section 1.1 above and rectify deficiencies including:
  - 1) combustion appliance and chimney hazards;
  - 2) electrical system hazards;
  - 3) plumbing system hazards;
  - 4) imminent structural system failures (e.g., porches, steps, and roofs);
  - 5) mitigation of environmental hazards such as lead-based paint, asbestos, or soil gases;
  - 6) repairs necessary to prevent the imminent displacement of eligible households;
  - 7) repairs designed to increase the accessibility of the unit to frail or disabled residents, including ramps, hand rails and grab bars, kitchen and bathroom adaptations and door alterations, etc.; or
  - 8) other repairs approved by the Agency on a case-by case basis.
4. Hard costs are defined, in the case of an independent private contractor performing the repair work, as the contract price; or in the case of City work crews performing the repairs, as the direct costs associated with the repairs including labor, materials, mileage, and tool rental.
5. The maximum amount of the loan will depend on the scope of work necessary to address the identified imminent threats to life and/or safety, and that will be determined by the city's rehabilitation specialist. There is no minimum to the amount of the loan; however the maximum life-time limit according to the guidelines of URP16 is \$8,000.
6. Program funds must not be used:
  - 1) in conjunction with any source of state or federal housing assistance (CDBG, HOME, HPG, 504 grants, etc.) ;
  - 2) on any dwelling unit for which other sources of state or federal assistance are available at the time of the repair work; or
  - 3) on any dwelling unit for which other sources of state or federal assistance are likely to become available within six months following the completion of the repair work under the "URP '16".

## 2.2 PROHIBITED ACTIVITIES

1. None of the funds provided under the City's "URP '16" shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
2. There shall be no religious instruction conducted in connection with activities under the City's "URP '16";
3. The City will not discriminate against any person employed in the performance of the "URP '16", or against any applicant for assistance under the "URP '16" because of race, sex, age, creed, color, physical handicap or national origin. The City will ensure that applicants are processed and that employees are treated during employment, without regard to race, sex, age, creed, color, physical handicap, or national origin.

4. No employee, officer or agent of the City shall participate in the selection, or in the award or administration of a contract funded by the City's "URP '16" if a conflict of interest, real or apparent, would be involved.

### 2.3 FORM OF ASSISTANCE

1. The City of Hickory's "URP '16" funds shall be made available to qualifying owner-occupant beneficiaries in the form of a loan. Homeowners will receive an unsecured deferred, interest-free loan, forgiven at a rate of \$1,000 per year, until the principal balance is reduced to zero.
2. The City of Hickory shall use loan documents prescribed and provided by the NCHFA in the administration of URP assistance to qualifying beneficiaries.

### 2.4 ELIGIBLE HOUSEHOLDS

1. Only qualified low and very low-income owner occupants with special needs can be assisted under the City's "URP '16". A minimum of 50% of the City's "URP '16" funds shall benefit very low-income households with the remainder going to benefit low-income households.
2. City of Hickory low-income households are those with gross annual incomes not exceeding 50% of the Median Family Income for North Carolina as defined in the NCHFA "Urgent Repair Program" manual by number of persons in the household (see Income Limits schedule below).
3. City of Hickory very low-income households are those households with gross annual incomes not exceeding 30% of the Median Family Income for North Carolina as defined in the NCHFA "Urgent Repair Program" manual by number of persons in the household (see Income Limits schedule below).
4. Eligible households with special needs include households with:
  - 1) Elderly household member who is at least sixty-two (62) years old;
  - 2) Handicapped or disabled members, defined as follows:
    - a) A person shall be considered handicapped if he or she has a physical or mental impairment that 1) is expected to be of long-continued and indefinite duration; 2) substantially impedes the person's ability to live independently; or 3) is such that the person's ability to live independently could be improved by more suitable housing conditions. A person with a developmental disability as defined by the Developmental Disabilities Assistance and Bill of Rights Act (42 USC 6001(7)) shall be considered handicapped. An adult who has a chronic mental illness shall be considered handicapped if he or she has a severe and persistent mental or emotional impairment that seriously limits his or her ability to live independently and whose impairment could be improved by more suitable housing conditions.
    - b) A person shall be considered disabled if they are receiving Social Security Disability, Railroad Retirement Disability, or Supplemental Security Income as disabled, one hundred percent Veteran's Administration Disability benefits or is determined to be disabled by a licensed practicing physician.

- c) c) A person whose sole impairment is alcoholism or drug addiction shall not be considered handicapped or disabled under the Urgent Repair Program.
  - 3) A single-parent with at least one dependent child in residence.
  - 4) Five or more persons.
  - 5) Children below the age of six (6) whose elevated blood lead levels are between 10 µg/dl and 20 µg/dl.
5. The following guidelines shall be used for income determination:
- a) Household income is defined as the projected gross annual income of all household members based on the twelve month period preceding the date of application. The income of household members, other than the applicant, who are under 18 years of age or who are full time students, is excluded.
  - b) Household income includes wages, salary, overtime pay, commission, fees, tips, bonuses, interest, dividends, social security, annuities, pensions, retirement funds, insurance policy dividends, disability benefits, alimony, child support, regular contributions from persons not occupying the unit, and public assistance allowances.
  - c) Household income excludes casual or sporadic gifts, monies received as reimbursement for medical expenses, lump-sum payments such as inheritances, insurance settlements, capital gains, settlements for personal or property losses, educational scholarships, government benefits to a veteran for education, foster child care payments, food stamps, and government relocation payments.
  - d) Household income for self-employed persons will be determined by averaging the reported net income on federal income tax returns for the previous two years. If the head of household is self-employed for less than two years, the applicant must submit the most recent year's personal income tax return.

**URGENT REPAIR PROGRAM 2016  
INCOME LIMITS FOR  
CITY OF HICKORY BENEFICIARIES**

Number in Household	Very Low Income (30% of Median)	Low Income (50% of Median)
1	\$ 12,150	\$ 20,250
2	13,900	23,150
3	15,650	26,050
4	17,350	28,950
5	18,750	31,250
6	20,150	33,600
7	21,550	35,900
8	22,950	38,200

Income limits presented in this schedule are for Sate wide non-metropolitan, Median Family Income \$57,900.

## **2.5 REPAIR STANDARDS**

Program funds may be used to affect urgently needed repairs or modifications without regard to whether the dwelling unit shall meet any local, state or federal housing quality standards. However, all work done using “URP ‘16” funds must meet North Carolina State Residential building code standards and be done in compliance with all state or local permitting, inspections, licensing, and insurance requirements.

## **3.0 CITY OF HICKORY’S “URP ‘16” PROGRAM REQUIREMENTS**

### **3.1 “URP ‘16” PROGRAM SCHEDULE**

The City’s “Urgent Repair Program for 2016” shall begin in September of 2016 or sooner, based on approval by NC Housing Finance Agency, at which time the City of Hickory’s Community Development Department shall seek applicants by making known to the public the availability of funding through published announcements in local newspapers, through the distribution of “URP ‘16” brochures, press releases, and announcements posted in public places such as the Municipal Building and Recreation Centers in eligible neighborhoods. The City’s “URP ‘16” program shall be completed by December 31, 2017, no exceptions.

### **3.2 GEOGRAPHICAL DISTRIBUTION OF “URP ‘16” FUNDS**

Applications shall be accepted from all qualifying residents who live within the municipal boundaries of the City of Hickory.

### **3.3 BENEFICIARY SELECTION PROCESS**

Approximately ten (10) units will be assisted through the 2016 Urgent Repair Program. Applications for assistance will be accepted on a first come first-served basis.

All applications, along with financial documentation, shall be delivered to the City of Hickory’s Citizens’ Advisory Committee regularly scheduled meeting on the 1<sup>st</sup> Thursday of each month. A minimum of 50% of the units assisted under the 2016 Urgent Repair Program must have income limits less than 30% of the area median. No units with stated income above 30% of the area median will be repaired until the 50% threshold has been met.

### **3.4 APPLICATION PROCESS**

1. Media and personal contact shall be used throughout the City to encourage prospective beneficiaries to make application for “URP ‘16” assistance. The City of Hickory Community Development Department shall provide technical assistance to potential beneficiaries in completing applications for “URP ‘16” funds. All applications, along with financial documentation, shall be delivered to the City of Hickory’s Citizens’ Advisory Committee. At regularly scheduled meetings, the Citizens’ Advisory Committee shall review all eligible applications submitted, and shall prioritize applications to ensure that beneficiary distribution is consistent with the City of Hickory’s “URP ‘16” application with NCHFA and the guidelines prescribed by NCHFA for grant recipients.

Applications shall consist of three parts:

- 1) Application for determination of eligibility;
- 2) Housing inspection report;

- 3) Work write-up and cost estimate.
2. Complaints concerning the City's "URP '16" program shall be in writing and addressed to the City of Hickory Community Development Department. A representative of the City of Hickory Community Development Department shall contact the person making the complaint and attempt to resolve the problem. A written response will be made within 15 working days of contact. If the complaining party is not satisfied with the response, he or she may file a complaint with the Citizens' Advisory Committee who will schedule a meeting with the complaining party. The decision of the Committee shall be final and will be made in writing within 5 days.

### 3.5 CONTRACT AND REPAIR PROCESS

1. The City's Rehabilitation Specialist will visit the homes of potential grant recipients to determine the need and feasibility of repairs/modifications. All parts of the home must be made accessible for inspection, including the attic and crawlspace, if any. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks and the like. The Rehabilitation Specialist will prepare complete and detailed work specifications (known as the "work write-up". A final cost estimate will also be prepared by the Rehabilitation Specialist and held in confidence until bidding is completed.

Only repairs that address imminent threats to the life and/or safety of occupants of the dwelling unit or accessibility modifications will be performed under the City's URP. It should be noted that all deficiencies in a home may not be rectified with the available funds.

2. After approval of the work write-up, the homeowner will sign a formal agreement that will explain and govern the repair/modification process. This agreement will define the roles of the parties involved throughout the process.
3. The City is obligated under "URP '16" to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open and competitive process. To meet those very difficult requirements, the City will invite bids only from contractors who are part of an "approved contractor registry".
4. The City will maintain a list of contractors eligible to bid on work financed by "URP '16" funds (approved contractors registry). Such contractors must present evidence of their rehabilitation experience, ability to complete work items in a workmanlike manner, possession of liability and workman's compensation insurance, ability to work with the homeowner and City staff, and to complete work on schedule. Contractors not on this list must supply evidence of their qualifications to the City and shall be reviewed for approval by the City. All contractors performing work under this program shall obtain city privilege licenses and must possess other contracting licenses as required by the adopted building codes.

5. The City's bid package consisting of a detailed work write-up, contract document, cost proposal form, and instructions to the bidder will be mailed to a minimum of three contractors on the approved contractors registry who will be given a specific period of time in which to inspect the property and prepare bid proposals. The names of the invited contractors will be supplied to the homeowner. Each will need access to those areas of the house, in which work is to be performed, in order to prepare a bid. A bid opening will be conducted at the Community Development office at a specified date and time, with all bidders and the homeowner invited to attend.

After review of bid breakdowns and timing factors, the winning bidder will be selected. Typically, the contract or contracts will be awarded to the low bidder(s). In addition, the selected contractor's bid must be within 10 percent (10%) of the City's cost estimate.

All bidders and the homeowner will be notified of (1) the selection, (2) the amount, (3) the amount of the City's cost estimate, and (4) if other than the lowest bidder is selected, of the specific reasons for the selection.

6. The loan will be executed as well as the repair/modification contract. The contract for repairs will be let by the homeowner and will be between the homeowner and contractor.
7. A pre-construction conference will be held at the home or City of Hickory offices. At this time, the homeowner, contractor and program representatives will discuss the details of the work to be done. Starting and ending dates will be agreed upon, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home (such as old plumbing, etc.). Within 24 hours of the pre-construction conference, the City will issue a "proceed order" formally instructing the contractor to commence by the agreed-upon date.
8. The contractor will be responsible for obtaining any required building permits for the project before beginning work. The permit must be posted at the house during the entire period of construction. Program staff will closely monitor the contractor during the construction period to make sure that the work is being done according to the work write-up (which is made a part of the rehabilitation contract by reference) and in a timely fashion. Code Enforcement Officers will inspect new work for compliance with the State Building Code as required by the guidelines of URP16. The homeowner will be responsible for working with the contractor toward protecting personal property by clearing work areas as much as practicable.
9. Contractors shall be permitted one partial payment during construction. This payment shall be eighty percent (80%) of the value of work completed when fifty percent (50%) or more of the work is completed. Work will be inspected by Community Development Staff and City of Hickory code enforcement officers.
10. Contractors must supply lien waivers, signed by all any sub-contractors employed on the job and by all material suppliers from whom materials for the job were purchased, and warranties to the homeowner upon completion of work.

11. All Change Orders to the bid specifications must be approved by the homeowner, contractor and a representative of the City. The change order must be reduced to writing as a contract amendment ("change order"). Loan funds shall not be advanced beyond the permitted maximum to cover Change Orders.
12. Following construction the contractor and a City Community Development Staff member will sit down with the homeowner one last time. At this conference the contractor will provide any owner's manuals and warranties on equipment. The contractor and the City Community Development Staff member also will go over operating and maintenance requirements for any new equipment installed and discuss general maintenance of the home with the homeowner. The homeowner will have the opportunity to ask any final questions about the work.
13. Once all work has been completed in accordance to the Contract and the homeowner has signed a Certificate of Satisfaction, the job will be closed out.
14. In the event of any dispute between the homeowner and the contractor concerning the rehabilitation work, City Community Development Department staff will work with both parties to negotiate a satisfactory solution. If a mutually satisfactory solution cannot be found, the Citizens' Advisory Committee will have final authority on when the job has been satisfactorily completed.

**3.6 CLIENT REFERRALS**

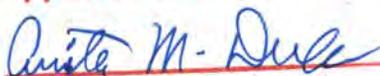
The City of Hickory's Community Development Department has a Community Service Directory available to all applicants who are interested or in need of other assistance. Please contact the Community Development Department for your free copy.

2015 Urgent Repair Program Assistance Policy, approved and adopted by the City of Hickory, this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

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

Approved as to form

  
Anita M. Duce  
City of Hickory - Leg...

**City of Hickory's Urgent Repair Program**

**PROCUREMENT POLICY**

1. To the maximum extent practical, the City of Hickory promotes a fair, open and competitive procurement process as required under the North Carolina Housing Finance Agency's Urgent Repair program (URP). Bids are invited from Contractors who are part of the City's approved contractor registry. (To be on the registry, a contractor must complete an application, have their recent work inspected, reviewed and approved by the Rehabilitation Specialist and submit proof of insurance at the appropriate levels required by the City.)
2. Contractors on the City's approved contractor registry shall be invited to bid on each job and the lowest responsive and responsible bidder shall be selected for the contract. "Responsive and responsible" means (a) the contractor is deemed able to complete the work in a timely fashion, (b) the bid is within 10%, in either direction, of the City's cost estimate, and (c) there is no conflict of interest (real or apparent).
3. Although bid packages may be bundled for multiple job sites, the bids for multiple job sites shall be considered separate and apart when awarded and shall be awarded to the lowest responsive and responsible bidder(s) for each job site.
4. Bid packages shall consist of an invitation to bid, work write up(s) and bid sheet(s) for each job.
5. Bids must include a cost-per-item breakdown with line item totals equaling the submitted bid price. Discrepancies must be reconciled prior to a contract being awarded.
6. Any change to the original scope of work must be reduced to writing in the form of a change order to be agreed upon and signed by the homeowner, contractor, and two representatives of the City. The change order must also detail any changes to the original contract price.
7. No work may begin prior to a contract being awarded and a written order to proceed provided to the contractor. In addition, a pre-construction conference and "walk thru" shall be held at the work site prior to commencement of repair work.
8. The City of Hickory reserves the right to reject any or all bids at any time during the procurement process.
9. In the event of a true emergency situation, the City reserves the right to waive normal procurement procedures in favor of more expedient methods, which may include seeking telephone quotes, faxed bids and the like. Should such methods ever become necessary the transaction will be fully documented.
10. All sealed bids will be opened publicly at a time and place to be announced in the bid invitation. All bidders are welcome to attend.

**DISBURSEMENT POLICY**

1. All repair work must be inspected by (a) the City's Rehabilitation Specialist, (b) a Code Enforcement Officer, and (c) the homeowner prior to any payments to contractors. If all work is deemed satisfactory and all other factors and written agreements are in order, payment shall be issued upon presentation of an original invoice from the contractor. Contractor should allow 15 business days for processing of the invoice for payment.
2. If any of the work is deemed unsatisfactory, it must be corrected prior to authorization of payment. If the contractor fails to correct the work to the satisfaction of the City's Rehabilitation Specialist, payment may be withheld until such time the work is satisfactory. (Contractors may follow the City's Urgent Repair Program Assistance Policy if a dispute occurs; however, contractors shall abide by the final decision as stated in the policy).
3. The City of Hickory assures, through this policy, that adequate funds shall be available to pay the contractor for satisfactory work.
4. All contractors, sub-contractors and suppliers must sign a lien waiver prior to disbursement of funds.

The Procurement and Disbursement Policies are adopted this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**City of Hickory**

BY: \_\_\_\_\_

Attested by: \_\_\_\_\_

**CONTRACTORS STATEMENT:**

I have read and understand the attached Procurement and Disbursement Policy.

BY: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

WITNESS: \_\_\_\_\_

5

**COUNCIL AGENDA MEMOS**

**To:** City Manager's Office  
**From:** Dave Leonetti, Community Development Manager  
**Contact Person:** Dave Leonetti, Community Development Manager  
**Date:** May 5, 2016  
**Re:** Citizen's Advisory Committee Recommendations

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

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

**ANALYSIS** The following requests were considered by the Citizens' Advisory Committee at their regular meeting on 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 \$15,000.00 for repairs to her house. Assistance would be in the form of a 0% 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 \$15,000.00 for repairs to their house. Assistance would be in the form of a 3% interest loan for a 10 year period.

Funds are budgeted for these items through the City of Hickory's former Rental Rehabilitation program income and/or program income received through the City of Hickory's Community Development Block Grant Program.

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

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

Brian M. Frazier *BMF* 5/05/16  
Initiating/Department Head Date

*[Signature]* 5-10-16  
Asst. City Manager, W. Wood Date

*[Signature]* 5-11-16  
Finance Officer, Melissa Miller Date

*[Signature]* 5-12-16  
Purchasing Manager, Bo Weichel Date

*[Signature]* 5-6-16  
Deputy City Attorney, A. Dula Date

*[Signature]* 5-6-16  
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]* for mcb  
City Manager, M. Berry

5/11/16  
Date

# HICKORY



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## CITIZENS' ADVISORY COMMITTEE

City of Hickory  
PO Box 398  
Hickory, NC 28603

Mark Huggins, Chairperson

Cliff Moone                      Joseph Hart  
Yvonne Setzer                Ola Maye Williams    Mary Young

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### MEMO

TO:            City of Hickory - Community Development Office

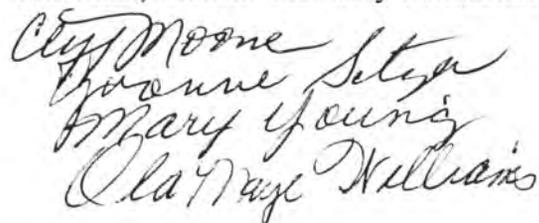
DATE:        May 5, 2016

FROM:        Citizens' Advisory Committee

SUBJECT:    First-Time Homebuyer's Assistance

During a regular meeting on May 5, 2016, Jennifer N. Starnes was (approved/ declined) by the Citizens' Advisory Committee for recommendation to Hickory City Council for first-time homebuyer's assistance in an amount not to exceed \$5,000.00 to purchase a house located at 159 12<sup>th</sup> Street Court SE, Hickory.

  
\_\_\_\_\_  
Chairman, Citizens' Advisory Committee





### CITIZENS' ADVISORY COMMITTEE

City of Hickory  
PO Box 398  
Hickory, NC 28603

Mark Huggins, Chairperson

Cliff Moone      Joseph Hart  
Yvonne Setzer      Ola Maye Williams      Mary Young

#### MEMO

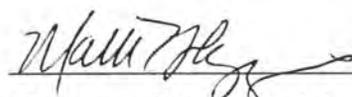
TO:            City of Hickory - Community Development Office

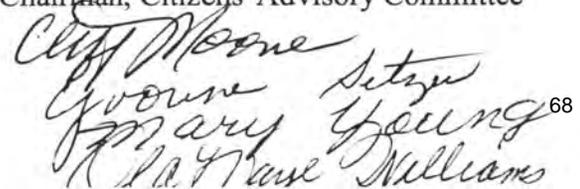
DATE:        May 5, 2016

FROM:        Citizens' Advisory Committee

SUBJECT:    Housing Rehabilitation Loan

During a regular meeting on May 5, 2016, Ronald and Gail Stoddart was (approved/ declined) by the Citizens' Advisory Committee for recommendation to Hickory City Council for a 3% interest loan in the amount of \$15,000 to assist with renovations for their house located at 1206 10<sup>th</sup> Street NW.

  
 \_\_\_\_\_  
 Chairman, Citizens' Advisory Committee



# HICKORY



## CITIZENS' ADVISORY COMMITTEE

City of Hickory  
PO Box 398  
Hickory, NC 28603

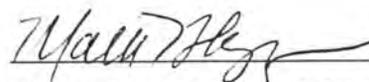
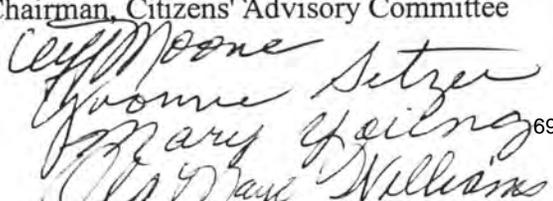
Mark Huggins, Chairperson

Cliff Moone                      Joseph Hart  
Yvonne Setzer                Ola Maye Williams    Mary Young

### MEMO

TO:            City of Hickory - Community Development Office  
DATE:        May 5, 2016  
FROM:        Citizens' Advisory Committee  
SUBJECT:    Housing Rehabilitation Loan

During a regular meeting on May 5, 2016, Rosalyn Reinhardt was (approved declined) by the Citizens' Advisory Committee for recommendation to Hickory City Council for a 0% interest deferred loan in the amount of \$15,000 to assist with renovations for her house located at 721 7<sup>th</sup> Avenue Court SE.

  
\_\_\_\_\_  
Chairman, Citizens' Advisory Committee  


COUNCIL AGENDA MEMOS

6  
**To: City Manager's Office**  
**From: Police Department/Major Thurman Whisnant**  
**Contact Person: Lisa Drum**  
**Date: May 3, 2016**  
**Re: Request to Award Service Weapon & Badge to Retiring Chief of Police Tom Adkins**

**REQUEST:** Hickory Police Department requests City Council to award retiring Chief of Police Tom Adkins his service weapon (Glock Model 19-Serial # UWA998) and badge upon his retirement June 30, 2016.

**BACKGROUND:** Chief of Police Tom Adkins will retire from the City of Hickory Police Department June 30, 2016, after completing 30 years of qualifying service to the citizens of Hickory.

**ANALYSIS:** By authority of NC General Statutes, City Council may award the service weapon and police badge to Chief of Police Tom Adkins upon his retirement from 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.

**RECOMMENDATION:** Staff would recommend approval of awarding his service weapon and police badge to Chief of Police Tom Adkins upon his retirement from Hickory Police Department.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

Major Thurman Whisnant 5/3/2016  
Initiating Department Head Date

Rodney Miller 5-10-16  
Asst. City Manager, Rodney Miller Date

Melissa Miller 5-11-16  
Finance Officer, Melissa Miller Date

\_\_\_\_\_  
Date

Annita M. Dula 5-6-16  
Deputy City Attorney, A. Dula Date

A. Surratt 5-6-16  
Asst. City Manager, A. Surratt Date

Bo Weichel 5-12-16  
Purchasing Manager, Bo Weichel Date

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

M. Berry for MBS  
City Manager, M. Berry

5/11/16  
Date

**BUDGET ORDINANCE AMENDMENT # 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	
<b>TOTAL</b>	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	
<b>TOTAL</b>	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.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**CAPITAL PROJECT ORDINANCE AMENDMENT # 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	
<b>TOTAL</b>	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	-
<b>TOTAL</b>	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.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**CAPITAL PROJECT ORDINANCE # 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	
<b>TOTAL</b>	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	-
<b>TOTAL</b>	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.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**CITY OF HICKORY  
CAPITAL PROJECT ORDINANCE # 2  
LACKEY PARK**

**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 Lackey Park project.

**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>	
Transfer from General Fund Balance	<u>\$100,000</u>
<b>Total</b>	<b>\$100,000</b>

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

<b>Lackey Park:</b>	
Design	<u>\$100,000</u>
<b>Total</b>	<b>\$100,000</b>

**SECTION 5.** The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to provide the accounting required by any financing agreement associated with this project and/or State and Federal regulations.

**SECTION 6.** The Finance Officer is hereby directed to report quarterly on the financial status of each project element and on the total revenues received or claimed.

**SECTION 7.** The City Manager (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 8.** Copies of this capital 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 the \_\_\_\_ day \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Kevin B. Greer, PE, Assistant Public Services Director - Public Utilities
Contact Person: Kevin B. Greer, PE
Date: May 17, 2016
Re: Town of Long View Raw Water Pump Station and Intake Purchase (PIN:2793-48-2212)

REQUEST

Staff requests Council 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.

BACKGROUND

The Public Utilities Department and Town of Long View signed an Agreement to Purchase Water, approved by City of Hickory City Council on March 10, 2014. This contract was to allow the Town of Long View to purchase up to 2,500,000 gallons of water per day for an initial period of 25 years. 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. These conditions are found in Sections 20 through 25 of the agreement. 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 the use of the Long View Raw Water Pump Station and Intake. The property consists of approximately 0.22 acres of property and easements and rights of way include access easements, force main discharge easements and power easements.

ANALYSIS

Section 20-25 of the Agreement to Purchase Water between the City of Hickory and Town of Long View address the requirement to Lease the Raw Water Pump Station and Intake property, to maintain the equipment and property and the first right of refusal for purchase at such time as Long View desires to sell the property. The Town of Long View offered the property initially to the City of Hickory for the purchase price of \$1,402,000.00. Public Utilities Staff worked closely with Town of Long View's staff to reach an agreement on an alternate price that best represented the actual value of the land, assets and value of future lease payments. The Public Utilities Department feels that a reasonable price for the property would be \$401,852.55. This value has been presented to Long View and they are agreeable to the approach and the price derived.

- Land Value according to Burke County GIS Records \$ 37,605.00
• Raw Water Pump Station existing debt owed by Long View \$119,420.88
• Present worth of \$1,500 per month lease payments \$208,294.02
• Closing cost, Attorney fees, etc. \$ 36,532.05

TOTAL VALUE: \$401,852.55

This offer represents a substantial reduction compared to the asking price of the Town of Long View, is less than the 25-year lease payment value if paid in full, and fairly compensates the Town of Long View for an asset they no longer use.

The City of Hickory gains access rights to more water in the lake due to this Intake being properly permitted through Duke Energy, ensures a long-term bulk customer and gains property along the lake for potential use in alternate ways.

This purchase was not budgeted in the current budget and would have to be funded from Public Utilities Fund Balance. The City Attorney would be requested to complete this transaction for the Public Utilities Department.

RECOMMENDATION

Staff recommends Council 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.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

From: PU Fund Balance

To: 030-8010-547.71-07

**Reviewed by:**

<u>Chuck Hansen</u> Initiating Department Head	<u>4/29/2016</u> Date	<u>Amita M. Dula</u> Deputy City Attorney, A. Dula	<u>5-6-16</u> Date
<u>Robyn Miller</u> Asst. City Manager R. Miller	<u>5-10-16</u> Date	<u>A. Surratt</u> Asst. City Manager, A. Surratt	<u>5-6-16</u> Date
<u>Melissa Miller</u> Finance Officer, Melissa Miller	<u>5-11-16</u> Date	<u>Bo Weichel</u> Purchasing Manager, Bo Weichel	<u>5-12-16</u> Date
_____	_____		
	Date		

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

A. Surratt for MB  
City Manager, M. Berry

5/11/16  
Date

# TOWN OF LONG VIEW

2404 FIRST AVENUE, SOUTH WEST  
LONG VIEW, NORTH CAROLINA 28602  
(828) 322-3921



January 11, 2016

City of Hickory  
c/o Kevin Greer  
P.O. Box 398  
Hickory, NC 28603



Re: Town of Long View Water Pumping Station Property  
Burke County PIN 2793482212

Dear Kevin Greer:

This correspondence serves to follow up with our conversations regarding the City of Hickory's desire to purchase the above property from the Town of Long View. Subject to formal voting and approval procedures, I believe the Board of Aldermen will agree to sell the Town of Long View Water Pumping Station Property, Burke County PIN 2793482212, along with the water pumping facilities and other improvements thereon, upon the following terms and conditions:

1. The property will be sold "AS-IS, WHERE-IS, and WITH ALL FAULTS", except warranties of title contained in a standard Special Warranty Deed. Any existing liens will be satisfied at closing from the purchase proceeds.
2. The proposed purchase price is a total payment of \$1,402,000.00, paid in full at closing.

The proposed purchase price has been calculated as follows:

- |   |                |
|---|----------------|
| a. Current value of real property, facilities and all improvements: | \$1,133,000.00 |
| b. Current value of existing lease payments:                        | \$ 269,000.00  |

3. Following closing, the terms of the Agreement to Purchase Water dated March 10, 2014, except Paragraphs 20 through 25, inclusive, will remain unchanged.

Please let me know if these terms are acceptable and I will have our attorney prepare a formal Offer to Purchase and Contract for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "David Epley".

David Epley  
Town Administrator



Exhibit XIB.1.  
City of Hickory  
Post Office Box 398  
Hickory, NC 28603  
Phone: (828) 323-7427  
Fax: (828) 322-1405  
Email: [kgreer@hickorync.gov](mailto:kgreer@hickorync.gov)

**Public Utilities**

February 23, 2016

Mr. David Draughn, Interim Town Administrator  
Town of Long View  
2404 1<sup>st</sup> Ave SE  
Hickory, NC 28602

**DRAFT**

RE: Town of Long View Raw Water Station Property  
Burke County PIN: 2793-48-2212

Dear Mr. Draughn;

The purpose of this correspondence is to express in writing the City of Hickory's desire to purchase the above described property consisting of approximately 0.22 acres and associated rights of way/easements currently enjoyed by the Town for use of the property as a Raw Water Intake and Pump Station. Transferred ROW/easements shall include the access road from US 321, the raw water force main route, Due Energy intake agreement, and all other's necessary for access and use of the property that exist.

The City of Hickory agrees to purchase the property "As is" with no further required improvements by Long View. The property shall be purchased fee simple, free and clear of liens or encumbrances upon closing.

The proposed purchase price shall be a follows:

- |  |              |
|--|--------------|
| 1. Land Value taken from Burke County GIS Records                | \$ 37,605.00 |
| 2. Raw Water Pump Station Improvements existing debt             | \$119,420.88 |
| 3. Value of lease payments over life of agreement at 3% interest | \$208,294.02 |

Total Inputs:	\$365,320.50
Closing Cost, Attorney Fees, etc.:	\$ 36,532.05
Grand Total:	\$401,852.55

The City of Hickory proposes the value of the property and rights of way/easements to be \$401,852.55 and thereby offers this price as fair and reasonable compensation.

The City of Hickory truly enjoys and appreciates our partnership with the Town of Long View. We look forward to many new and exciting opportunities to jointly provide solutions within the region. We look forward to a mutually beneficial agreement for purchase of this property.

Please do not hesitate contacting me should you have any questions or concerns. I look forward to your response.

Respectfully submitted:

Kevin B. Greer, PE, DS-a, CS-4  
Assistant Public Services Director – Public Utilities

PC: Mr. Rodney Miller, CFO, Assistant City Manager  
Mr. Chuck Hansen, PE, Public Services Director

KBG/kj



**Burke County, NC**

January 27, 2016

**Owner:** TOWN OF LONGVIEW  
139 24TH ST SW

**PIN:** 2793482212  
**PIN EXT:** 000

**Property** 0 HICKORY, NC 28601  
**Address:** HICKORY 28601  
PROPERTY\_DESC

**REID:** 0038510  
**Property Value:** \$37,605  
**Acreeage:** 0.22  
**Deed Book:** 000278  
**Deed Page:** 00618  
**Deed Date:** 11/8/1965 1:00:00 AM



1:8,065  
1 inch = 672 feet

*Disclaimer: The information contained on this page is taken from aerial mapping, tax, mapping, and public records and is NOT to be construed or used as a survey or legal description. Only a licensed professional land surveyor can legally determine precise locations, elevations, length and direction of a line, and areas.*

STATE OF NORTH CAROLINA  
 COUNTY OF CATAWBA

**AGREEMENT TO PURCHASE WATER**

THIS CONTRACT is made and entered into this 10<sup>th</sup> day of March, 2014 by and between the City of Hickory, a North Carolina Municipal Corporation hereinafter referred to as "Hickory" and the Town of Long View, a North Carolina Municipal Corporation hereinafter referred to as "Long View".

**WITNESSETH**

WHEREAS, Hickory and Long View are political subdivisions of the State of North Carolina, both having the power and authority to enter into this agreement, and the signatories hereto have been authorized to execute this document on behalf of the Hickory City Council and the Long View Board of Alderman; and

WHEREAS, Hickory currently owns and operates a water treatment and distribution system, and is engaged in the enterprise of managing, operating, and maintaining said system and selling potable water to the public within its service area; and

WHEREAS, Long View owns and operates a water treatment and distribution system, and is also engaged in the enterprise of managing, operating, and maintaining the system and selling potable water to the public within its service area; and

WHEREAS, Hickory and Long View mutually desire to enter into an agreement to sell and purchase water in accordance with the terms and provisions contained herein; and

WHEREAS, Hickory has determined that it has the capacity to sell water to Long View throughout the term of this agreement without impairing services to the users connected to its water system; and

WHEREAS, Long View has determined that the public health, safety, and welfare of the users connected to its water system can best be served and protected by entering into this agreement to purchase water from Hickory.

NOW THEREFORE, in consideration of the mutual covenants, conditions and terms contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

CITY OF HICKORY/TOWN OF LONGVIEW  
 AGREEMENT TO PURCHASE WATER  
 MARCH 2014

## INITIAL TERM AND OPTION TO RENEW

1. This agreement shall commence on April 1, 2014, and unless earlier terminated in accordance with the terms herein, shall expire on the 30<sup>th</sup> day of June 2039. This agreement may thereafter be renewed by the parties, for additional ten (10) year terms by mutual written agreement by the parties, under such terms as they may agree upon at the time of renewal. In the event that negotiations are occurring in good faith for the renewal of this agreement or any subsequent renewal of this agreement, the same shall continue in full force and effect under the terms and conditions established herein, until the execution of a renewal agreement or until the parties cease negotiation and either party notifies the other of their intent to terminate the contractual relationship.

2. Long View agrees to tender a minimum of six month written notice to Hickory prior to the expiration of this agreement or subsequent renewals of this agreement if Long View desires to renew said agreement or any subsequent renewal to this agreement.

3. Hickory agrees that it will notify Long View in writing of its decision to renew or not to renew this agreement or any subsequent renewal to this agreement on or before sixty (60) days after having received notification of Long View's desire to renew this agreement or any subsequent renewal of this agreement.

4. In the event that Hickory elects not to renew this agreement or any subsequent renewal of this agreement, Hickory will continue to sell water to Long View, under the terms of the agreement or renewal in effect at the time of notification of its intention not to renew, until Long View has had sufficient opportunity to secure another source(s) of potable water, except that Hickory shall not be bound to continue to sell water to Long View beyond sixty (60) months past due of its written notification to Long View of its intention not to renew said agreement or any renewal of this agreement.

5. Upon delivery of any notification of its intent to renew this agreement or any renewal of this agreement, Long View may request that Hickory increase the average daily maximum quantity of water that may be purchased under this agreement.

6. Hickory shall notify Long View in writing of its intent to supply the increased quantity of water or its inability to honor the request for additional water within sixty (60) days of having received said notification from Long View.

## SALE AND PURCHASE OF WATER

7. Hickory agrees to sell to Long View up to TWO MILLION, FIVE HUNDRED THOUSAND GALLONS of water per day, based on a thirty (30) day average daily flow, through prescribed metered connections with the Long View water system with sufficient pressure to fill Long View's elevated water tanks, provided that the parties may agree to increase this average daily flow at any time during the term of this agreement with reasonable justification of need and providing that Hickory has the demonstrated capacity to provide the additional requested flow.

8. Long View agrees not to exceed the average daily flow provide for in Section 7 of this agreement, unless Long View requests the increase in writing and Hickory expressly in writing agrees in advance that said average daily purchase(s) may exceed two million gallons for a specified period of time. Long View will submit its requests to the City Manager or his designee. The City Manager or his designee will respond to the request.

9. The water purchased by Long View from Hickory shall be transmitted on a continuous basis unless there is an unavoidable break, outage or interruption of Hickory's water supply or water distribution and delivery system, in which case Hickory shall notify Long View of the circumstances and provide timely updates so as to allow Long View to inform its Board of Alderman and the public.

10. Long View agrees to operate and maintain their distribution system in accordance with Section 27 of this agreement, with a main goal being the minimization of unaccounted for water. Over the term of this agreement or any renewal thereof, Hickory agrees to credit Long View for one-half of the volume of unaccounted for water greater than 12%. This volume shall be reviewed and confirmed by staff as a part of normal operations. This volume shall be calculated as the difference between the three (3) Hickory to Long View bulk water meter readings and Long View's water connections volume in totality, known fire flows for testing and emergency response, and quantified distribution system flushing required to meet federal, state or local laws and regulations. This volume shall be recognized as a volume equivalent adjustment to the total metered, billed water from Hickory to Long View.

11. Long View agrees to compensate Hickory for water purchased on a monthly basis, in accordance with invoices, which are based on meter readings conducted by Hickory at all metered connections between the Hickory and Long View water systems. Hickory agrees to read said water meters monthly and deliver to Long View a written report summarizing said meter readings within approximately ten (10) working days of each monthly meter reading. Hickory shall submit to Long View a written invoice based on such meter readings on or about the 15<sup>th</sup> day of the following

month. Long View agrees to pay Hickory the amounts of each such monthly invoice within 30 calendar days of the date of each invoice.

12. In the event that any Hickory invoice received by Long View is disputed, Long View shall pay that part of the invoice not in dispute. The parties shall make every attempt to resolve disputed invoices and if such disputes cannot be resolved within sixty (60) days either party will then be free to pursue whatever other remedies that may be available to them.

13. The initial water rate charged to Long View for water purchases shall be as specified herein. Said water rates shall be established for units of one thousand gallons of water. The water rate that shall be effective upon execution of this agreement in One Dollar and Twenty-one Cent (\$1.21) per one thousand gallons of water purchased by Long View.

14. Over the term of this agreement or any renewal thereof, Hickory may, at its sole discretion, increase the rate that it charges for water purchased by Long View as it deems necessary in order to recover the cost of managing and operating its water system and capitalizing necessary improvements to said system. Said increases in rates may not exceed the simultaneous percent of increase in rates charged to Hickory's inside residential water users. Beginning no sooner than twelve (12) months from the effective date of this agreement. The effective date of this agreement will be July 1, 2014. However, Hickory shall not increase said rates to Long View more than one time during any fiscal year of twelve (12) months. Hickory agrees to notify Long View of planned increases in rates at least ninety (90) days prior to June 30 of any fiscal year, with rate increases that are to become effective on July 1 of the new fiscal year.

15. Long View shall not resell, give away, transfer or otherwise dispose of water purchased from Hickory without the prior written permission of Hickory, which permission shall not be unreasonably withheld; except that Long View shall be permitted to resell, give away or transfer such water that it is reselling, giving away or transferring prior to the execution of this agreement, including such increases in water resell, give away, or transfers quantities that may be necessary to comply with contracts or agreements that have existed prior to said execution.

## **SYSTEMS, MONITORING AND METERS**

16. Hickory agrees to pay all capital costs associated with connecting the Hickory water system to the Long View water system, including the construction of a new twelve (12) inch line connection to be located at a point proposed by Long View and agreed upon by Hickory. Said new connection line must be constructed within ten (10) years of the effective date of this agreement; however, the parties to this

CITY OF HICKORY/TOWN OF LONGVIEW  
 AGREEMENT TO PURCHASE WATER  
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agreement must agree on the location of said new line connection within eight years of the effective date of this agreement.

17. Hickory will provide to Long View the capability to monitor water tank levels as an element of the Hickory SCADA system by providing and installing the additional necessary equipment. Long View shall also have the ability to monitor tank levels from its own separate SCADA system should they choose to do so. If Long View chooses to monitor water levels using its own system, Long View will provide all necessary equipment at Long View's expense.

18. Hickory agrees to replace the three (3) existing water meters at the connection points between the Hickory and Long View water systems within twelve (12) months of the effective date of this agreement.

19. Longview agrees to permit Hickory to pass water through Long View's water distribution system to destinations beyond Long View's system, provided that Hickory:

- a) Submits a written request to Long View outlining the purposes, quantities and conditions of said pass through of water.
- b) Long View determines that said request does not diminish its capacity to provide services to its water customers.
- c) Hickory agrees to pay to Long View a pass through charge of seven cents (\$.07) per 1000 gallons of water, except that Long View retains the right to increase said pass through rate, after the first five years of this agreement, to offset Long View's increased cost of operating and maintain its water system.
- d) Hickory agrees to install metering equipment and report at least monthly to Long View the meter readings that determine the quantities of water passing through Long View's water system.
- e) Hickory agrees in writing to all terms and conditions, including a daily maximum quantity of water that may be passed through Long View's water system and any other provisions placed by Long View on the approval of said water pass through agreement.

## **LEASE OF PROPERTY**

20. Long View agrees to lease its existing raw water intake property located adjacent to Lake Hickory, with said property being more fully described in Exhibit A, its right to access the property, and its right to utilize the raw water force main from the raw water intake property to Clement Boulevard to Hickory for the term of this agreement

CITY OF HICKORY/TOWN OF LONGVIEW  
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and any subsequent renewals thereof. Hickory shall receive possession of the described property on April 1, 2014, the effective date of this agreement.

21. Hickory agrees to compensate Long View for said lease of water intake property at the rate of \$1,500 per month or as a credit for the equal value of water purchased from hickory each month. Monthly lease payments are due and payable on the first day of each month beginning in the month following the effective date of this agreement.

22. Hickory may elect to make alterations to the leased property, Hickory shall not make any alterations to the property, the structural components or any portion of the building systems or removed or replaced equipment without the prior written consent to Long View, such consent to be granted or withheld in Long View's sole discretion, but which shall not be unreasonably withheld. Long View shall retain the right to approve any change in the use of its raw water intake property and any construction or modification of improvements thereon during the term of the lease or any renewals thereof, which will not unreasonably be withheld.

23. Hickory will maintain the raw water intake property, the raw water force main, and the prescribed access to the property throughout the term of the lease and any renewals thereof, and deliver said property back to Long View at the termination of the lease and any renewals in the same condition as at the time of execution of this agreement, less normal wear and tear. Hickory agrees to regularly exercise the pumps, generator, and equipment within the raw water intake, in cooperation with Long View.

24. Hickory shall provide and pay for utilities and services including, without limitation, electricity, water, gas, telephone, and sewer service furnished to the leased property commencing on the date Hickory takes possession of the leased property.

## **SALE OF LEASED PROPERTY**

25. In the event that Long View decides to sell the intake property and the related assets described in paragraph 19 of this agreement, Hickory shall have the first right of refusal to purchase said property and related assets throughout the term of this agreement and any subsequent renewal period.

## **LAWS, REGULATIONS, POLICIES AND PERMITS**

26. Hickory agree to maintain compliance with all laws and regulations, which apply to the ownership, operation and maintenance of its water system, including adherence to the terms and conditions of all state permits, which establish appropriate water quality standards for its system.

CITY OF HICKORY/TOWN OF LONGVIEW  
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27. Long View agrees to comply with applicable state laws and regulations which pertain to its water distribution system.

28. Hickory and Long View each has or holds and will continue to have or hold throughout the term of this agreement, all appropriate permits necessary to effectuate their respective responsibilities under this agreement or will use their best efforts to obtain such permits.

29. Long View agrees that the Town and its water customers shall abide by and adhere to all water use policies, restrictions, and ordinances adopted by Hickory which impose water use restrictions, water conservation requirements, moratoriums, and other such limitations on the use of water during the times of emergency or drought conditions or during other situations which for public health or financial reasons justify said policies, restrictions, and ordinances.

30. Hickory shall immediately notify Long View upon becoming aware of any activity, problem or circumstance that might present a danger to the health, safety and welfare of Long View water users. Further, Hickory shall take appropriate action to remedy such activity, problem or circumstance and to avoid or minimize disruptions in service.

31. In the event of damage or destruction of Hickory's key water facilities or any emergency which, in the reasonable judgment of Hickory, is likely to result in material loss or damage to the system or constitute a material threat to human health or safety, Hickory may suspend operation of its water system. Hickory's response to emergencies and other such unusual circumstances shall be in accordance with applicable policies, regulations, laws and requirements and with such personnel and equipment as necessary to maintain or restore the operations of its water system in a timely manner with the least possible disruption or inconvenience to the users connected to both the Hickory and Long View water systems.

#### **HAZARDOUS SUBSTANCES**

32. Except as may be legally permissible in the ordinary course of Hickory's business, Hickory shall not conduct any activities with respect to the Demised Premises or the Project which result in the generation, storage or release of any toxic, hazardous or similar substances (as those terms may be defined from time to time in any federal, state or local law, rule or regulation). Hickory shall bear all liability for any claim, injury, loss or damage to any person or the environment as a result of any such activities by Hickory, its employees, agents or contractors regarding toxic, hazardous or similar

substances and Hickory will save Long View harmless and indemnify Long View against any such loss, claim, injury or damage.

33. Hickory further agrees to properly and accurately label and segregate all materials stored at the Demised Premises, as required by law. At all times during the term hereof, and upon the termination of the terms hereof, Hickory shall comply with all applicable environmental protection laws, rules or requirements, and shall promptly cure all violations thereof arising from its non-compliance, including but not limited to the preparation, delivery and/or filing with the applicable governmental authorities and with the Long View, of all forms, certificates, notices, documents, plans and other writings, and the furnishing of such other information as may be required or requested by any applicable governmental authority in connection with the sale, lease, transfer, mortgaging or other disposition of the building and/or lands. It is specifically acknowledged and agreed that the provisions of this paragraph shall survive the termination of this Lease.

34. Hazardous Materials(s) mean any hazardous, toxic or radioactive substance, material, matter or waste which is or becomes regulated by any federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement, and shall include, but not be limited to, asbestos, petroleum products and the terms "Hazardous Substance" and "Hazardous Waste" as defined in the Comprehensive Environmental Response, Compensation and Liability Acts, as amended, 42 U.S.C. Sec. 9601 et seq. ("CERCLA") and the Resource Conservation and Recovery Act, as amended, 42 U.S. C. Sec 6901 et seq. ("RCRA") and the term "Hazardous Chemical" as defined in OSHA (hereinafter "Environmental Laws"). Long View represents and warrants to Hickory that to the best of Long View's knowledge without independent investigation, on the date of this Lease, the Demised Premises is in compliance with all applicable laws, ordinances and regulations including any Environmental Law and no substance is present on, under or within the Demised Premises in violation of any laws, ordinances, and regulations including any Environmental Law. Long View further represents and warrants to Hickory that in the process of completing Long View's construction obligations as provided in this Lease, Long View shall not permit and shall prevent the deposit on or the contamination of any part of the Demised Premises by any Hazardous Material(s). Long View shall indemnify Hickory from any and all actual and direct costs arising from the presence on or about the Demised Premises prior to the date of this Lease or arising from Long View's Site Work, Long View's Common Area Construction and Long View's Work of any substance in violation of any Environmental Law.

35. Hickory's liability and responsibility for indemnification pursuant to this Section survives, and shall survive, any termination or expiration of this Lease.

## RESOLUTION OF DISPUTES

36. The Parties agree that should any disputes arise under this agreement, including but not limited to disputes pertaining to services, rates, or invoices, said disputes shall be resolved, if at all possible, through good faith negotiations between the parties. It is the intent of Hickory and Long View that pursuit of legal action shall be a remedy of last resort and that a negotiated resolution, including the use of outside experts or mediators, shall be the preferred means of resolving disputes hereunder. It is further agreed that in the event such disputes cannot be resolved within ninety (90) days from the date they first arise, either party may seek such other legal remedies as may be available to it.

## DEFAULT AND TERMINATION

37. This agreement may be terminated prior to its stated expiration date by Hickory or Long View in accordance with the terms and conditions set forth herein. The rights of Hickory and Long View to terminate this agreement shall be strictly construed in accordance with the provisions contained herein.

38. Termination for cause by Hickory. Upon the happening of any of the following events of default by Long View, Hickory shall have the right to terminate this agreement:

- a) The failure of Long View to perform or observe any of its material covenants, agreements, obligations and/or duties created by this agreement.
- b) The determination that any representation, warranty or covenant made by Long View is false and/or misleading in any material respect.
- c) The commencement of any bankruptcy, insolvency, liquidation and/or similar proceeding against Long View, which materially and adversely affects Long View's ability to perform its duties or obligations under this agreement.
- d) The failure of Long View to make any non-disputed payment required to be made by it pursuant to the terms of this agreement within sixty (60) days of its receipt of notice from Hickory that any such payment is overdue.

39. Termination for cause by Long View. Upon the happening of any of the following events of default by Hickory, Long View shall have the right to terminate this agreement:

- a) The failure of Hickory to perform or observe any of its material covenants, agreements, obligations and /or duties created by this agreement.
- b) The determination that any representation, warranty or covenant made by Hickory is false and/or misleading in any material respect.

CITY OF HICKORY/TOWN OF LONGVIEW  
 AGREEMENT TO PURCHASE WATER  
 MARCH 2014

c) The commencement of any bankruptcy, insolvency, liquidation and/or similar proceeding against Hickory, which materially and adversely affects Hickory's ability to perform its duties or obligations under this agreement.

d) Any action by Hickory to divest itself of its water system or its water treatment facilities so that it no longer controls the supply of potable water which is sold to Long View under the terms, covenants and conditions of this agreement.

e) The failure of Hickory to provide the amount of water supply needed by Long View, at the pressure specified herein, or adequate water quality for Long View to transmit water to its customers within standards established by the North Carolina Department of Environmental and Natural Resources, or any other governmental agency with designated jurisdiction over said water quality parameters.

40. Upon the happening of any event described in the preceding section, the aggrieved party shall provide written notice to the party committing the alleged violation setting forth in detail the alleged failure and/or deficiency. Thereafter, within ten (10) days of receipt of notice of the alleged default, the parties to this agreement shall meet to discuss the circumstances and attempt to reach a resolution. If either party fails to fully perform or comply with all of the conditions, provision and covenants of this agreement, and if the nonperformance or failure shall continue for more than thirty (30) days after written notice thereof by the other party, or if the nonperformance or failure cannot be reasonably remedied within the same thirty (30) day period, the party alleging such failure or breach shall notify the other in writing of the continued failure and intent to declare a breach of the agreement. Within fifteen (15) days of the receipt of such notification, that party shall respond to the alleging party outlining in such response the reasons there is no breach and/or the actions that have been taken to remedy the alleged breach. If the alleged default continues or the parties disagree as to whether the matter has been resolved at the end of the thirty (30) day period, the aggrieved party may send final written notice to the party committing the alleged default declaring a default impasse and proceed to enforce all rights and remedies available to it either in equity or at law.

41. Each of the parties to this agreement shall be entitled to pursue a claim against the other for any non-monetary remedies available and any additional actual damages suffered as a result of any default by the other party. Each party shall bear its own expense associated with dispute resolution or litigation in addition to attorney's fees. Notwithstanding anything in the agreement to the contrary, neither party shall be responsible to the other for any indirect, third-party or consequential damages arising from a breach of this agreement.

**MISCELLANEOUS**

42. Hickory and Long View both represent that no litigation is pending or threatened against either party which would impair their ability to perform their respective duties and obligations under the terms, covenants and provisions of this agreement.

43. To the extent allowed by law, Hickory shall indemnify, defend and hold harmless Long View, its elected and appointed officers, and its duly authorized agents, servants and employees from any and all costs, expenses or liabilities (including costs, expenses or liabilities to third parties and attorney's fees) which are caused by or arise from Hickory's breach of this agreement or the negligent or willful acts or omissions of Hickory or its agents, servants, employees or subcontractors provided such cost, expenses or liabilities do not arise as a result of the negligent or willful acts or omissions of Long View.

44. To the extent allowed by law, Long View shall indemnify, defend and hold harmless Hickory, its elected and appointed officers, and its duly authorized agents, servants and employees from any and all costs, expenses or liabilities (including costs, expenses or liabilities to third parties and attorney's fees) which are caused by or arise from Long View's breach of this agreement or the negligent or willful acts or omissions of Long View or its agents, servants, employees or subcontractors provided such cost, expenses or liabilities do not arise as a result of the negligent or willful acts or omissions of Hickory.

45. Long View shall, at all times following commencement of the term of this agreement, keep all buildings and improvements which may be erected, fully insured with an extended coverage in an amount not less than the replacement cost value of such building and improvements and in a manner comparable to other property owned, leased, or operated by Hickory.

46. All insurance policies shall be issued by insurance companies that have been admitted or qualified to do business in that State of North Carolina's Insurance Commission.

47. All insurance policies provided for herein shall name the City of Hickory and any lender having a security interest in the leased property as an additional insured.

48. Hickory has not authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Hickory, operation of law, or otherwise to attach to or be place Long View's title or interest in the leased

property, and any and all liens and encumbrances created by Hickory shall attach to Hickory's interest only.

49. **NOTICES:** For the purposes of this agreement, all notices required shall be deemed to have been properly served and shall be only served when posted by Certified United State Mail, Postage Prepaid, Return Receipt Requested, Addressed to the Party to whom directed at the address herein set forth or at such other address as may from time to time be designated in writing by either party:

**To Hickory:**

City of Hickory  
76 North Center Street  
Hickory, North Carolina 28601  
Facsimile Number: (828) 323-7550  
Attention: City Manager

**To Long View:**

Town of Long View  
2404 1<sup>st</sup> Ave SW  
Long View, North Carolina 28602  
Facsimile Number: (828) 322-1567  
Attention: Town Administrator

50. This agreement embodies the entire agreement between the parties in connection with this transaction, and there are no oral or parole agreements, representations or inducements existing between the parties relating to this transaction, which are not expressly set forth herein. This agreement may not be modified except by a written agreement signed by all parties to this agreement. Neither party shall be entitled to sell, convey or otherwise alienate the rights and obligations created herein without the prior written permission of the other party to this agreement.

51. Nothing contained herein shall be construed to place the parties in the relationship of partners or joint ventures, and neither party shall have the power to obligate or bind the other party in any manner whatsoever.

52. No written waiver by any party to this agreement at any time of any breach of any other provision of this agreement shall be deemed a waiver of a breach of any provision herein or consent to any subsequent breach of the same or any other provision.

53. The captions and article numbers appearing in this agreement are inserted only as a matter of convenience and do not define, limit, or construe or describe the scope of such paragraphs or articles of this agreement or in any way affect this agreement.

54. This agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina.

CITY OF HICKORY/TOWN OF LONGVIEW  
AGREEMENT TO PURCHASE WATER  
MARCH 2014

55. Time shall be of the essence in this agreement and each and every term and condition thereof.

56. Words of any gender used in this agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.

57. If any provision under this agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this agreement or its application that can be given effect without the invalid provision or application.

58. In the event of litigation between Hickory and Long View as to the terms, performance, or any other aspect of this agreement, this agreement shall remain in force and effect during such litigation.

59. This agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this agreement to produce or account for more than one such fully executed counterpart.

60. Except as provided herein, the rights and remedies provided for in this agreement are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.**

CITY OF HICKORY, NORTH CAROLINA

By: Jill Patton

Rudy Wright, Mayor Pro Tempore  
Jill Patton



(SEAL)

ATTEST:

Debbie D. Miller

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

Melissa Miller, Finance Officer

Approved as to form on behalf of the City of Hickory

Arnita M. Dula

Arnita M. Dula, Deputy City Attorney

CITY OF HICKORY/TOWN OF LONGVIEW  
AGREEMENT TO PURCHASE WATER  
MARCH 2014

TOWN OF LONG VIEW, NORTH CAROLINA

By: Jackie Bowman  
Jackie Bowman, Mayor



(SEAL)

ATTEST:

Stephanie Watson  
Stephanie Watson, Town Clerk

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

James Cozart  
James Cozart, Finance Officer

Approved as to form on behalf of the Town of Long View.

Larry W. Johnson  
Larry W. Johnson, Town Attorney

CITY OF HICKORY/TOWN OF LONGVIEW  
AGREEMENT TO PURCHASE WATER  
MARCH 2014

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

I, Sarah Wills Prineas a Notary Public of said county and state, certify that Debbie D. Miller, personally came before me this day and acknowledged that she is the City Clerk of the City of Hickory, a North Carolina municipal corporation, and that by authority duly given and as the act of the City Council of the City of Hickory, the foregoing instrument was signed in its name and by its Mayor, sealed with its corporate seal and attested by her as its City Clerk.

Witness my hand and seal this 4 day of April, 2014.

(SEAL)



Sarah Wills Prineas

Notary Public

My Commission expires: 7/5/2017

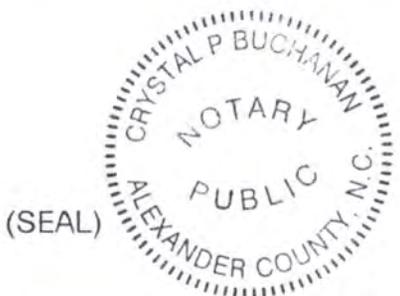
CITY OF HICKORY/TOWN OF LONGVIEW  
AGREEMENT TO PURCHASE WATER  
MARCH 2014

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

I, Crystal P. Buchanan Notary Public of said county and state, certify that Stephanie Watson, personally came before me this day and acknowledged that she is Town Clerk, of the Town of Long View, North Carolina, a body politic corporate in nature, and that by authority duly given and as the act of the Board of Alderman of Long View, North Carolina, the foregoing instrument was signed in its name by its name and act by its Mayor, sealed with its corporate seal, and attested by her as its Town Clerk.

Witness my hand and seal this 10<sup>th</sup> day of March, 2014.



Crystal P. Buchanan  
Notary Public

My Commission expires: Aug. 24, 2016.