A G E N D A

HICKORY CITY COUNCIL

February 7, 2023

HICKORY
North Carolina
Life. Well Crafted.

7:00 p.m.

AGENDA
www.hickorync.gov

If you have any questions about any item on this agenda or if you need more information about any item in addition to the information contained in the agenda package, please call the City Manager at 323-7412. For more information about the City of Hickory go to: www.hickorync.gov.

Hickory City Council — February 7, 2023
76 North Center Street — 7:00 p.m.

I. Call to Order

II. Invocation by Reverend Michael Slaughter, Hickory Foundation Bible Church

III. Pledge of Allegiance

IV. Special Presentations

A. Presentation of the Distinguished Budget Award for the Fiscal Year Beginning July 1, 2022. This is the twenty-eight consecutive year the City has received this recognition – Presented to Budget Analyst Johnathan Rosales. Presentation of the Annual Comprehensive Financial Report Award. This is the twenty-sixth consecutive year the City has received this recognition - Presented to Finance Officer Melissa Miller. **(Exhibit IV.A.)**

V. Persons Requesting to Be Heard

VI. Approval of Minutes

A. Regular Meeting January 17, 2023. **(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. Budget Revision Number 14. **(First Reading Vote: Unanimous)**

VIII. Consent Agenda: All items below will be enacted by vote of City Council. There will be no separate discussion of these items unless a Council Member so requests. In which event, the item will be removed from the Consent Agenda and considered under Item IX.

A. Approval of the Purchase and Up-Fit of Ten Specialized Police Package Emergency Vehicles. **(Exhibit VIII.A.)**

Hickory Police Department requests approval to purchase and up-fit ten specialized police package emergency vehicles. Hickory Police Department has funds budgeted in the 2022-2023 CIP for replacement and up-fitting of police vehicles. Hickory Policy Department Staff and the City of Hickory Fleet Manager have researched and reviewed independent comparison studies comparing available police package vehicles. The 2023 Ford Police Interceptor Utility Hybrid all-wheel drive best fits the needs of the department based on a number of considerations. The Police Interceptor Utility has been the top choice of the Police Department for the past seven budget years. Parks Ford in Hendersonville, North Carolina currently has the North Carolina Sheriff's Association contract for the 2023 Ford Police Interceptor Utility Hybrid all-wheel drive with a base price of $39,190.30. Parks Ford has partnered with Global Public Safety, LLC in Statesville, NC to provide the total "turnkey"

up-fitting of these ten specialized police package emergency vehicles. Global Public Safety, LLC would install all of the specialized and emergency equipment. One of the ten specialized police package emergency vehicles will be a canine unit, which will require additional specialized up-fitting. Global Public Safety, LLC is a current vendor and has installed equipment into a number of Hickory Police vehicles in the past. The purchase price for nine patrol vehicles including the up-fitting is $58,189.79 per vehicle, and one patrol canine unit vehicle, including up-fitting, $62,698.37. Hickory Police Department recommends the purchase and up-fitting of ten total all-wheel drive 2023 Ford Police Interceptor Utility Hybrid vehicles from Parks Ford on the NC Sheriff's Association Contract. at a cost of $58,189.79 per vehicle and one canine use patrol vehicle at a cost of $62,698.37 for a total cost of $586,406.48. Funds are budgeted in the FY 2022/2023 CIP.

B. Approval of the North Carolina Department of Transportation Grant Agreement (WBS: 36237.66.9.1) for the Runway 24 EMAS (Engineered Material Arresting System) Project in the Amount of $237,083. **(Exhibit VIII.B.)**

Staff requests City Council's approval of the North Carolina Department of Transportation (NCDOT) Grant Agreement (WBS: 36237.66.9.1) for the Runway 24 EMAS (Engineered Material Arresting System) project in the amount of $237,083. An EMAS system is used to slow/stop aircraft that may run off the end of the runway. This grant will fund a portion of the design and bidding phases being completed by Talbert, Bright, & Ellington, Inc. for the proposed EMAS. Due to local share requirements being different between yearly Non-Primary Entitlement (NPE) grants (i.e., 10% local match for FY 2019 and FY 2022, and 0% local match for FY 2020 and FY 2021), two separate grants are being established to fund the entire project. Funding for this grant will include a 90% FAA share ($213,374) and a 10% Local share ($23,709). This project will assist in the continued efforts to ensure the Hickory Regional Airport meets the current FAA regulations and is safe for those utilizing and operating at the facility. Staff recommends approval of the NCDOT Grant Agreement (WBS: 36237.66.9.1) for the Runway 24 EMAS project in the amount of $237,083.

C. Approval of the North Carolina Department of Transportation Grant Agreement (WBSL 36237.66.9.2) for the Runway 24 EMAS (Engineered Material Arresting System) Project in the Amount of $333,332. **(Exhibit VIII.C.)**

Staff requests City Council's approval of the North Carolina Department of Transportation (NCDOT) Grant Agreement (WBS: 36237.66.9.2) for the Runway 24 EMAS (Engineered Material Arresting System) project in the amount of $333,332. An EMAS system is used to slow/stop aircraft that may run off the end of the runway. This grant will fund a portion of the design and bidding phases being completed by Talbert, Bright, & Ellington, Inc. for the proposed EMAS ($172,668.84 and the majority of the Non-Federal Reimbursable Agreement ($146,165.16) previously approved by City Council. As noted at the time of approval for the Non-Federal Reimbursable Agreement, the City will be required to pay the remainder of the reimbursable agreement not covered by this grant ($14,498) and will be reimbursed with an upcoming federally funded construction grant. Due to local share requirements being different between yearly Non-Primary Entitlement (NPE) grants (i.e., 10% local match for FY 2019 and FY 2022, and 0% local match for FY 2020 and FY 2021), two separate grants are being established to fund the entire project. Funding for this grant will include a 100% FAA share ($333,332) and a 0% Local share. This project will assist in the continued efforts to ensure the Hickory Regional Airport meets the current FAA regulations and is safe for those utilizing and operating at the facility. Staff recommends approval of the NCDOT Grant Agreement (WBS: 36237.66.9.2) for the Runway 24 EMAS project in the amount of $333,332.

D. Approval of the Work Authorization with Talbert, Bright & Ellington in the Amount of $424,249.20 for the Design and Bidding of the Runway 24 EMAS (Engineered Material Arresting System) Project. **(Exhibit VIII.D.)**

Staff requests City Council's approval of the Talbert, Bright & Ellington, Inc. (TBE) Work Authorization for the Runway 24 EMAS (Engineered Material Arresting System) (Design-

Bidding) project in the amount of $424,249.20. This project will include the design and bidding phases for the construction of the new EMAS. By email notification dated October 20, 2022, the North Carolina Division of Aviation completed the required Independent Fee Estimate (IFE) and found TBE's proposed fee to be reasonable per the Federal requirements. The next step is the approval of the Work Authorization by City Council. This project is being funded by Non-Primary Entitlement (NPE) funding (WBS: 36237.66.9.1 and 36237.66.9.2). This project will assist in the continued efforts to ensure the Hickory Regional Airport meets the current FAA regulations and is safe for those utilizing and operating at the facility. Staff recommends approval of the Work Authorization for the design and bidding of the Runway 24 EMAS project in the amount of $424,249.20.

E. Approval of a Small Business Loan Agreement with Premier Screen Printing, Inc. in the Amount of $20,000. **(Exhibit VIII.E.)**

Staff requests approval of a small business loan for applicant Premier Screen Printing, Inc. In its 2020-2024 Consolidated Plan for Housing and Community Development, the City of Hickory identified increasing entrepreneurship opportunities as a high priority need. This includes a program of small business loans for businesses looking for funding to take their business to the next level and with the intent of creating jobs for low to moderate income persons. The Small Business Loan program offers loans of up to $20,000 to business owners for business equipment. Applicants are required to submit a business plan and have a counseling session with a local business support organization and to create jobs for low to moderate income persons. Steve Shuford has applied for a Small Business Loan to support and enhance his business, Premier Screen Printing, Inc. His business has produced screen printed clothing and promotional projects for clients locally and across the Carolinas for 34 years. He is requesting a small business loan in the amount of $20,000 to purchase an all-electric fully automatic screen-printing press with 10 stations and eight colors that will allow him to decrease his printing time and increase his overall output in order to grow his business and hire two full time employees The Business Development Committee reviewed the application and recommends approval of the loan in the amount of $20,000. Staff recommends City Council's approval of the Small Business Loan agreement with Premier Screen Printing, Inc.

F. Budget Revision Number 15. **(Exhibit VIII.F.)**

1. *To appropriate $5,000 from Fire Department Donations account to the Fire Departmental Supplies operating account. These funds were donated by Catawba County EDC for the fire department to purchase firefighting extinguishing foam.*
2. *To appropriate $1,036 from a Basic Law Enforcement Training reimbursement towards Police Department operational expenses.*
3. *To appropriate $92 in Donations from RV Library Friends towards Library programming materials.*
4. *To appropriate $300 in Donations from the Friends of the Library to Patrick Beaver Library for Senior Bingo prizes in adult programming.*
5. *To appropriate $700,000 from the SCIF Grant awarded by the NCDOT for airport improvements.*
6. *To correctly appropriate $48,295 in JAG 2022 funds for use next fiscal year.*
7. *To appropriate $2,285 from a payment received from CVCC for apprenticeship.*
8. *To appropriate $156 from a Basic Law Enforcement Training reimbursement towards Police Department operational expenses.*
9. *To appropriate $237,083 towards the Airport EMAS Project for design work to be completed by Talbert, Bright & Ellington, Inc. $213,374 will come from the FAA through DOT while $23,709 will come from Airport Fund Balance.*
10. *To appropriate $187,167 towards the Airport EMAS Project for design work to be completed by Talbert, Bright & Ellington. The funds will come from the FAA through DOT and will supplement the $160,664 in funds ($14,998 local match) approved by City Council on December 6, 2022 for a total of $333,333. Due to local share requirements being different between yearly Non-Primary Entitlement (NPE) grants, two separate grants are being established to fund this entire project.*

IX. Items Removed from Consent Agenda

X. Informational Item

XI. New Business:

A. Public Hearings

1. Consideration of the Approval of the Execution and Delivery of the Contract for the Refinancing and Financing of the Hickory Metro Convention Center Renovations and Improvements – Presented by Deputy City Manager Rodney Miller.

Hickory City Council will hold a public hearing to consider authorizing the City to proceed with entering into an installment financing contract in a principal amount not to exceed $15,365,000, under which the City will make certain installment payments to pay the costs of expansion, renovations, and improvements to the Hickory Metro Convention Center. If approved, the City will enter into a deed of trust and security agreement for the City's interest in the real property on which the Project will be located as required by the lender.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on January 27, 2023.

B. Departmental Reports

1. Second Quarter Financial Report – Presented by Deputy City Manager Rodney Miller

2. Ward 4 Vacancy Appointment

3. Appointments to Boards and Commissions

COMMUNITY APPEARANCE COMMISSION
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
At-Large (Outside City but within HRPA) (Council Appoints) VACANT

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

HICKORY REGIONAL PLANNING COMMISSION
(Term Expiring 6-30; 3-Year Terms With Unlimited Appointments) (Appointed by City Council)
Burke County Representative (Mayor Appoints with Recommendation from Burke County) Robert Weaver Resigned 9-26-2022 VACANT

PUBLIC ART COMMISSION
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Ward 4 (D. Williams Appoints) VACANT
Ward 5 (Zagaroli Appoints) Megan Carfagno Resigned 1-4-2023 VACANT

Alderman Zagaroli to Nominate Brittany Marinelli as Ward 5 Representative on the Public Art Commission.

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

Ward 6 (Patton Appoints) VACANT

WESTERN PIEDMONT COUNCIL OF GOVERNMENTS POLICY BOARD DELEGATE
Nominate Alternate Representative to Replace Alderman Williams

WESTERN PIEDMONT SISTER CITY ASSOCIATION
(2-Year Terms with 3-Term Limit) (Appointed by City Council)

Two Representatives for City of Hickory

Currently Alderman Seaver and Christoph Klingspor serve as Representatives for Hickory

C. Presentation of Petitions and Requests

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

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

XIV. Adjournment

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

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

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

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Office of the Mayor

RESOLUTION OF THE HICKORY CITY COUNCIL HONORING THE HICKORY BUDGET OFFICE STAFF UPON RECEIPT OF THE DISTINGUISHED BUDGET PRESENTATION AWARD FOR THE FISCAL YEAR BEGINNING JULY 1, 2022

WHEREAS, the Government Finance Officers Association of the United States and Canada has bestowed upon the City of Hickory's Budget Office the Distinguished Budget Presentation Award for the twenty-eighth consecutive year; and

WHEREAS, this award is the highest form of recognition in governmental budgeting, representing a significant achievement by the City of Hickory, and reflecting the commitment of the City Council and Staff to meeting the highest principles of governmental budgeting; and

WHEREAS, in order to receive this budget award, the City of Hickory Budget Office satisfied nationally recognized guidelines for effective budget presentation that are designed to assess how well a City's budget serves as a policy document, a financial plan, an operations guide, and a communications device.

NOW, THEREFORE, BE IT RESOLVED THAT the Hickory City Council hereby recognizes and honors the Budget Office Staff upon receipt of the **DISTINGUISHED BUDGET PRESENTATION AWARD** and its continuing efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

This the 7th day of February, 2023.

Hank Guess, Mayor

A Regular Meeting of the City Council of the City of Hickory was held in the Council Chamber of the Municipal Building on Tuesday, January 17, 2023 at 7:00 p.m., with the following members present:

	Hank Guess	
Tony Wood		David L. Williams
Charlotte C. Williams	Aldermen	David P. Zagaroli
Danny Seaver		Jill Patton

A quorum was present.

Also present were City Manager Warren Wood, Deputy City Manager Rodney Miller, Deputy City Attorney Arnita Dula, City Attorney John W. Crone, III, Deputy City Clerk Crystal B. Mundy, and City Clerk Debbie D. Miller

I. Mayor Guess called the meeting to order. All Council members were present.

II. Invocation by Reverend David Roberts, Morning Star First Baptist Church

III. Pledge of Allegiance

IV. Special Presentations

A. Presentation of a Proclamation in Recognition of Lenoir-Rhyne University's Triathlon Team for winning the NCAA DII National Championship. (Lenoir-Rhyne University's First Women's Team in their History to Win a National Championship).

Mayor Guess asked the Lenoir-Rhyne University Triathlon Team and Coaches to the podium. He discussed some history of the team. This team was only three years old. A relatively new team. He mentioned it was only the second time in the history to have a NCAA Championship won. He thought the first time was in 1960 and was the Lenoir-Rhyne football team.

Historian and Athletic Director Kim Pate, in the audience, advised NAIA was the football championship, so this was the very first NCAA Women's National Championship for Lenoir-Rhyne.

Mayor Guess thanked her for the correction. He commented this was very special and he wanted to commemorate this special occasion with a Proclamation. He read the Proclamation. A standing ovation was given to the team. He recognized the Historian and Athletic Director Kim Pate, certainly a part of this Lenoir-Rhyne team as well. He thanked her for all she does for Lenoir-Rhyne.

Ms. Pate thanked Mayor Guess for all the City's support of Lenoir-Rhyne and how they champion their student athletes.

Mayor Guess replied on behalf of Council and Staff they support Lenoir-Rhyne 1,000%. They knew that and they appreciated all that they do for the City. He congratulated them. A standing ovation was given, and photos were taken.

B. Special Recognition of Hickory Firefighters – Presented by Fire Chief Matthew Hutchinson

Mayor Guess asked Fire Chief Matthew Hutchinson to the podium.

Fire Chief Matthew Hutchinson presented a PowerPoint presentation. He advised this presentation was long overdue, due to Covid and the investigation that was entailed in this fire they had. It was almost two years to the day, the 13th of January, 2021. He advised they do internal citations this was not something that they typically do. They just started doing this probably two-years before he was promoted to his position. In doing so if they get a citation, and it was vetted by their peers, they get a ribbon that goes up on their awards plaque and then goes up in the fire station.

Fire Chief Hutchinson referred to the PowerPoint and pointed out the former Z-Loop building, Public Works, Highland Avenue, and the building site where the fire was located. It was a cold January morning. He advised he would be showing a video. The video would show a lot of different sides of what happened that night. He described the scene. He pointed out the area where the fire started. It was wind driven, a lot of wind and blowing from west to east. He noted where their apparatus was located on the scene. They had other apparatus along Highland Avenue setting up defensive attack. He prefaced that by saying they worked with Code Enforcement at Hickory Police Department and Fire and Life Safety, and all their people do a lot of preplanning. They identify structures that were in disrepair, and dilapidated. This structure was one. The roof had started to cave, and it was secured. Everything was boarded up. There should not have been anyone in the structure. There was no power. There was the possibility of a person in the building. As things progressed, they did a 360-degree walk around, whether it was done by the Battalion Chief on duty, one of which was present, Chief Barger, the other one, Nick Reed was not present. Chief Nick Reed went down the road. He advised there was someone screaming in the building. At that point they realized they had a major situation. He pointed out where the fire was located and where it was

moving to. Rescue 1 was a part of RIT, which was a rapid intervention. The intent of rapid intervention was for firefighters to enter the structure and get the person out. That changed in the scope of things due to life safety. They came around with equipment, which he pointed out the location on the PowerPoint. There were two others on the rescue that had already been doing a 360 with the Battalion Chief. He referred to the PowerPoint and pointed out where they met up, and where engine one was located at the scene. He noted there were windows that were boarded up, secured, but all they could see was a hand coming out of one of the windows and screaming. As they came over Captain Arrington and Firefighter at the time, Gavin Keller, who was now Captain, attempted to go in that window trying to breach it to get in. The female was going in and around. He advised there was a whole wall here, separated, there was no way out. She was in that building and not going to be able to come out because there was no way out. All of the doors were on fire. They attempted to go in. They got inside and dropped down to the ground to find her. By the time they got in and were making the turn, the other crew cut a door out and they got her out. She was taken quickly to EMS with her dog and some of her belongings. She subsequently was released by EMS after they did their fire investigation. He commented this is what they do, and he was really proud of what they do. This was tough, intense, it was heat of the moment. No pun intended. That was a lot of fire. He would play the video and then have the people that were present come to the podium for their presentation. He reiterated that it was almost two years to the day. He played the video and described the scene. You could see the fire over their head coming from the other building coming across. He commented unfortunately, Battalion Chief Nick Reed was not present, he was out of town. He asked Captain Robert Arrington to the podium. He asked Captain Gavin Keller to the podium he was firefighter at the time of the fire. He asked Captain Jeff Hoyle, Fire Apparatus Operator Chris Paulsen, and at the time it was Firefighter now promoted, Fire Apparatus Operator Mervin Rueda, Russell Kruse was out of town and Graysin Peglow-Treece was at home with her new baby boy. He asked Mayor Guess to the podium He thanked the Fire Department Staff.

Mayor Guess commented on behalf of the Council and their citizens, they wanted to thank them, not to just these guys, but to their entire staff. They knew that they were on call 24/7 365. Without their service they would be in tremendous dire straits. They greatly appreciated, not just their service on this particular incident, but their continued service and their daily service. He knew that was their job and that they choose to do that, but with the training and equipment that they were able to provide them, and with the service they were able to provide there was not any doubt in his mind that their citizens have one of the best fire departments in this State. That was something that they all were proud of, and they were proud of each individual. He thanked them for their service. A standing ovation was given, and photos were taken.

C. Recognition of Ward 4, Alderman Williams

Mayor Guess thought that most everyone present knew that during their first Council meeting of 2023, Alderman David Williams, Ward 4 Representative, he had represented Ward 4 for five-years, made a public announcement that he would no longer be qualified to serve as the Ward 4 Council person because he and his family would be moving. In light of that, they wanted to thank him and recognize him for his service on the City Council and they wanted to do that by making a presentation to him. He noted that tonight was not necessarily his last night serving on the Council. They were doing this presentation this evening, but until the time that he actually moves his residence, which was expected to be somewhere around the first of February, any business that was conducted in this Council, he would still be part of that business until such time as he had actually moved. Until he does that or decides otherwise, he would be a part of Council and a member of any decisions that were made until such time. Mayor Guess asked the entire Council, City Manager and City Attorney to come to the front. They had a couple of presentations that they would like to make to Alderman Williams. He was certain that some Council members would also like to make some personal comments.

Mayor Guess commented traditionally when someone retired, Alderman Williams was not retiring, he was too young to retire. Traditionally, they give a rocking chair to those members of the Council who were retiring, but they did not think that would be appropriate in this case. Mayor Guess presented Alderman Williams with a framed collage that showed Councils that Alderman Williams served with. There had been some changes in the Council during his time of service. Two of the pictures depicted the entire Council that Alderman Williams served with, and another photo depicted when he was sworn in for the first time by then Mayor Jeff Cline. There was a plaque with his time of service, stating his Ward and name. He advised that Mayor Pro Tempore Alderwoman Williams had a City seal to present him and also, they had his nameplate, his plaque for him to take with him. They wanted to present him with those Mementos and also let him know how much they appreciated him, not only as a Council person but as a friend and as a servant to the citizens of the City of Hickory. He asked for a round of applause. A standing ovation was given. Mayor Guess commented that Alderman Williams' wife and son were present but had to leave. He commented when Alderman Williams was first

elected as Council, he could not recall if it was prior to the meeting or if it was right after that first meeting, Alderman Williams and his wife and son were praying by his chair over that position that he was about to take here on the Hickory City Council. He knew at that moment without any doubt that they had the right person. That just goes to show them what kind of person that he and his family was. He thanked Alderman Williams again.

Alderman Williams commented he had told Cliff Moone he was not going to get emotional. He was not expecting this. He thanked everyone. It had been an honor to serve on Council, to serve such a great City. He thanked the citizens for putting their trust in him to take this position. He thanked his family for supporting him. It had been a wonderful time that he had on Council working with City staff. He appreciated all of them. Working with City Council, everybody was just so welcoming. They make you feel comfortable and were just so easy to work with. They all got along so great. That was the part that he was going to miss. He was going to miss those meetings where he could really tell jokes. He was not going to take a lot of time. It had just been wonderful. It had been a blessing. He thanked God for this opportunity. He thanked the citizens for this opportunity, and he thanked everyone for believing in him, and working with him, and making this a special time that he had spent on Council. He was so grateful and humbled by this. He would not just disappear. He would still be involved. He thanked everyone. A standing ovation was given, and photos were taken.

V. Persons Requesting to Be Heard

VI. Approval of Minutes

A. Regular Meeting of January 3, 2023.

Alderman Seaver moved, seconded by Alderwoman Patton that the Minutes of January 3, 2023 be approved. The motion carried unanimously.

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

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

A. Approval to Implement a Speed Limit Reduction to 25-MPH along 8th Avenue NW between 4th Street Drive NW and North Center Street and along 8th Avenue NE between North Center Street and 2nd Street NE (NC Highway 127). (First Reading Vote: Unanimous)

B. Budget Revision Number 13. (First Reading Vote: Unanimous)

VIII. Consent Agenda: All items below will be enacted by vote of City Council. 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.

Alderwoman Patton moved, seconded by Alderman Zagaroli approval of the Consent Agenda. The motion carried unanimously.

A. Approved the Skybox Lease Agreement with Pepsi-Cola Bottling Company of Hickory NC.

Staff requests Council's approval of the contract between Pepsi-Cola Bottling Company of Hickory, and the City for the use of a suite at L.P. Frans Stadium. As part of their original contribution to the L.P. Frans Stadium project Pepsi-Cola Bottling Company of Hickory has access to a suite at the stadium. The contract for use of the suite is currently up for renewal. The new agreement is for a term of ten-years with a total lease amount of $15,000.

Legal notification was advertised in a newspaper having general circulation in the Hickory area on December 16, 2022 in accordance with North Carolina General Statute 160A-272 of Council's intent to authorize the lease.

B. Approved a Resolution Adopting the Amended Caldwell County Animal Care Enforcement Ordinance.

Staff requests Council's consideration of a Resolution adopting the amended Caldwell County Animal Care Enforcement Ordinance. In late 2022, the Caldwell County Board of Commissioners approved amending the Caldwell County Animal Care Enforcement Ordinance. Section 90.5 §90.05 ENFORCEMENT IN MUNICIPALITIES; RESTRICTED states that Caldwell County Animal Care Enforcement officers have no authority to enforce the ordinance within the boundaries of any municipality unless the municipality's

governing body adopts a resolution stating Caldwell County is authorized to enforce the ordinance within the municipality and repeals any inconsistent ordinance. There are a few properties within the City of Hickory's limits that also lie in Caldwell County. In order for Caldwell County to enforce its animal care ordinance on these properties, Council must adopt a resolution authorizing Caldwell to enforce the ordinance. Because the affected owners know their properties are within the City of Hickory limits, it's likely they will contact the Hickory Police Department first of any animal control issues they experience. Adopting the resolution will not limit the City's authority to enforce its animal ordinance on these properties. Staff recommends Council approve the Resolution Adopting the Amended Caldwell County Animal Care Enforcement Ordinance.

Resolution 23-04
Adopting the Amended Caldwell County Animal Care Enforcement Ordinances

WHEREAS, the Caldwell County Animal Care Enforcement Division updated its ordinances to comply with new regulations set in place by the State of North Carolina; and

WHEREAS, the Animal Care Enforcement Ordinance states that each municipality within Caldwell County must grant the Caldwell County Animal Care Enforcement Division power to enforce the provisions of its ordinance within the limits of the municipality; and

WHEREAS, any ordinance that is inconsistent with the amended Animal Care Enforcement Ordinance shall be repealed; and

NOW, THEREFORE, LET IT BE RESOLVED THAT, the City of Hickory adopts the Caldwell County Animal Care Enforcement Ordinance as amended on October 10, 2022; and

BE IT FUTHER RESOLVED THAT, the City of Hickory grants permission for the Caldwell County Animal Care Enforcement Division to operate and enforce the provisions of the amended Animal Care Enforcement Ordinance within the limits of the City of Hickory.

C. Approved Applying for the 2023 Urgent Repair Program (URP23) through the North Carolina Housing Finance Agency (NCHFA).

Staff requests Council's approval to apply for the 2023 Urgent Repair Program (URP23) through the North Carolina Housing Finance Agency (NCHFA). The Urgent Repair Program provides funding in the form of a forgivable loan to low and extremely low-income homeowners with special needs at a maximum of $12,000 per dwelling unit. The City has applied for these funds numerous times in recent years. During the 2021-2022 fiscal year ten homeowners received home repairs through the program. Staff plans to apply for $70,000 of funding through the program. This funding will assist at least six eligible homeowners with repairs. The City of Hickory will provide $5,000 in matching funds. This is available from program income that was received through the former Rental Rehabilitation Program. The Urgent Repair Program funds will be used to supplement the City's Community Development Block Grant Housing Rehabilitation Loan Program, which generally works on larger projects with families that have slightly higher income. Staff will prepare an application that incorporates program requirements, applicant eligibility standards, and program capabilities. Upon approval by City Council, the application will be submitted with the required $75 application fee to the NCHFA. Staff recommends City Council's authorization for staff to apply for the 2023 Urgent Repair Program through the North Carolina Housing Finance Agency.

D. Approved a "Resolution of the City Council of the City of Hickory, North Carolina, Authorizing the Negotiation of an Installment Financing Contract and Providing for Certain Other Related Matters Thereto" for Improvements to the Hickory Metro Convention Center.

RESOLUTION NO. 23-05
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HICKORY, NORTH CAROLINA AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO

WHEREAS, the City of Hickory, North Carolina (the "City") is a municipal corporation validly existing as such under and by virtue of the constitution, statutes, and laws of the State of North Carolina (the "State");

WHEREAS, the City has the power, pursuant to Section 160A-20 of the General Statutes of North Carolina to (1) enter into installment contracts in order to purchase, or finance or refinance the purchase of, real or personal property and to finance or refinance the construction or repair of fixtures or improvements on real property and (2) create a

security interest in some or all of the property financed or refinanced to secure repayment of the purchase price;

WHEREAS, in cooperation with the Hickory-Conover Tourism Development Authority (the "TDA"), the City has previously financed improvements to the Hickory Metro Convention Center (the "Convention Center") and the City has determined in further cooperation with the TDA to provide further expansion, renovations and improvements to the Convention Center (the "Convention Center Project");

WHEREAS, the City Council hereby determines that it is in the best interest of the City to enter into (1) an installment financing contract (the "Contract") with a financial institution to be determined (the "Bank") in order to (a) pay the costs of the Convention Center Project and (b) if necessary or desirable related to the financing of the Convention Center Project, to refinance an installment financing contract previously entered into on October 22, 2014 between the City and Branch Banking and Trust Company, the successor to which is Truist Bank, as amended and modified, the proceeds of which were used to acquire and construct a new one story parking deck including alterations to the building entrance and traffic pattern improvements into the Convention Center (the "2014 Projects" and collectively with the Convention Center Project, the "Projects") and (2) a deed of trust, security agreement and fixture filing (the "Deed of Trust") related to the City's interest in the real property on which the Projects are and will be located (collectively, the "Mortgaged Property");

WHEREAS, the City staff has retained (1) Parker Poe Adams & Bernstein LLP, as special counsel ("Special Counsel") and (2) FHN Financial Municipal Advisors, as financial advisor (collectively, the "Financing Team"), in connection with the proposed installment financing;

WHEREAS, the City Council hereby determines that the Projects are essential to the City's proper, efficient and economic operation and to the general health and welfare of its inhabitants; that the Projects do and will provide an essential use and will permit the City to carry out public functions that it is authorized by law to perform; and that entering into the Contract and Deed of Trust is necessary and expedient for the City by virtue of the findings presented herein;

WHEREAS, the City Council hereby determines that the cost of refinancing and financing the Projects exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the City in the current fiscal year pursuant to Article V, Section 4 of the Constitution of the State;

WHEREAS, although the cost of refinancing and financing the Projects pursuant to the Contract and the Deed of Trust is expected to exceed the cost of refinancing and financing the Projects pursuant to a bond financing for the same undertaking, the City hereby determines that the cost of refinancing and financing the Projects pursuant to the Contract and Deed of Trust and the obligations of the City thereunder are preferable to a general obligation bond financing or revenue bond financing for several reasons, including but not limited to the following: (1) the cost of a special election necessary to approve a general obligation bond financing, as required by the laws of the State, would result in the expenditure of significant funds; (2) the time required for a general obligation bond election would cause an unnecessary delay which would thereby decrease the financial benefits of the Projects; and (3) insufficient revenues are produced by the Projects so as to permit a revenue bond financing;

WHEREAS, the City Council hereby determines that the estimated cost of refinancing and financing the Projects pursuant to the Contract and the Deed of Trust allows the City to refinance and finance the Projects at a favorable interest rate currently available in the financial marketplace and on terms advantageous to the City and reasonably compares with an estimate of similar costs under a bond financing for the same undertaking as a result of the findings delineated in the above preambles;

WHEREAS, the City does not anticipate a future property tax increase to pay installment payments falling due under the Contract; however, any increase in taxes that may be necessary will not be excessive;

WHEREAS, no deficiency judgment may be rendered against the City in any action for its breach of the Contract, and the taxing power of the City is not and may not be pledged in any way directly or indirectly or contingently to secure any money due under the Contract;

WHEREAS, the City is not in default under any of its debt service obligations;

WHEREAS, the City's budget process and Annual Budget Ordinance are in compliance with the Local Government Budget and Fiscal Control Act, and external auditors have

determined that the City has conformed with generally accepted accounting principles as applied to governmental units in preparing its Annual Budget Ordinance;

WHEREAS, past audit reports of the City indicate that its debt management and contract obligation payment policies have been carried out in strict compliance with the law, and the City has not been censured by the Local Government Commission of North Carolina (the "LGC"), external auditors or any other regulatory agencies in connection with such debt management and contract obligation payment policies;

WHEREAS, a public hearing on the Contract, after publication of a notice with respect to such public hearing, must be held and approval of the LGC with respect to entering the Contract must be received; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HICKORY, NORTH CAROLINA, AS FOLLOWS:

Section 1. Authorization to Negotiate the Contract and the Deed of Trust. The Mayor, the City Manager, the Deputy City Manager and the Finance Officer, with advice from the City's financial advisor, City Attorney and Special Counsel, are hereby authorized and directed to negotiate on behalf of the City (1) the refinancing and financing of the Projects for a principal amount of not to exceed $15,365,000 under the Contract to be entered into with the Bank in accordance with the provisions of Section 160A-20 of the General Statutes of North Carolina, as amended, and (2) the provision of a security interest under the Deed of Trust in the City's interest in the Mortgaged Property, together with all improvements and fixtures located thereon, as may be required by the Bank providing the funds to the City under the Contract to secure the City's obligations thereunder.

Section 2. Application to LGC. The Deputy City Manager and the Finance Officer, individually or collectively, with advice from the City's financial advisor, City Attorney and Special Counsel, are hereby directed to file with the LGC an application for its approval of the Contract and all relevant transactions contemplated thereby on a form prescribed by the LGC and to state in such application such facts and to attach thereto such exhibits regarding the City and its financial condition as may be required by the LGC.

Section 3. Approval of the Financing Team. The Financing Team is hereby approved in connection with the refinancing and financing of the Projects. City staff is hereby authorized to retain other persons or organizations as may be necessary and appropriate to carry out the intention of this Resolution.

Section 4. Public Hearing. A public hearing shall be conducted by the City Council on February 7, 2023 (the "Public Hearing") concerning the approval of the execution and delivery of the Contract for the refinancing and financing of the Projects. The City Clerk is hereby directed to cause a notice of the Public Hearing to be published at least once in a qualified newspaper of general circulation within the City no fewer than 10 days prior to the Public Hearing.

Section 5. Ratification. All actions of the City and its officials, whether previously or hereafter taken in effectuating the proposed financing as described herein, are hereby ratified, authorized, and approved.

Section 6. Repealer. All motions, orders, resolutions, and parts thereof in conflict herewith are hereby repealed.

Section 7. Effective Date. This Resolution is effective on the date of its adoption.

E. Approved on First Reading Budget Revision Number 14

ORDINANCE NO. 23-03
BUDGET REVISION NUMBER 14

BE IT ORDAINED by the Governing Board of the City of Hickory that, pursuant to N.C. General Statutes 159.15 and 159.13.2, the following revision be made to the annual budget ordinance for the fiscal year ending June 30, 2023, and for the duration of the Project Ordinance noted herein.

SECTION 1. To amend the General Fund within the FY 2022-23 Budget Ordinance, the expenditures shall be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Cultural and Recreation	50	-
TOTAL	50	-

To provide funding for the above, the General Fund revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous	50	-
TOTAL	50	-

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

IX. Items Removed from Consent Agenda – None

X. Informational Item

XI. New Business:

A. Public Hearings

1. Approved the Voluntary Contiguous Annexation of Property Owned by East Coast Builders, Inc. located at 2069 25th Street Drive NE, which includes part of the Right of Way of 25th Street Drive NE, PIN 3723-10-27-6343 – Presented by Planning Manager Cal Overby.

Consideration of the petition for the voluntary contiguous annexation of 0.433 of property located at the 2069 25th Street Drive NE, which includes part of the right-of-way of 25th Street Drive NE. This property is identified as PIN 372310276343. This request has been made to allow for the property to connect to the City's utility system. The property is unincorporated and within the City's extra territorial jurisdiction (ETJ). The property is currently zoned R-2 Residential. A single-family home is currently being constructed on the property, which represents the maximum development that is permitted. Surrounding properties are zoned R-2 Residential and Commercial Center (CC-1). These properties are occupied by residences and businesses. The current tax value of the property is $14,300. A building permit for construction of the referenced residence has been issued, and the permit's listed value is $143,435. Combined the land and permit value is $157,735, which would generate $989 in new tax revenue. This value may increase once a property assessment is conducted by the Catawba County Tax Department. Upon analysis, staff determined the petition meets the statutory requirements for voluntary contiguous annexation, and adequate public services are available. Staff finds the petition to be in conformity with applicable statutes and recommends approval of the petition.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on January 6, 2023.

City Manager Warren Wood asked Planning Manager Cal Overby to the podium to present Council with the voluntary contiguous annexation of property owned by East Coast Builders, Inc. located at 2069 25th Street Drive NE, which included part of the right of way of 25th Street Drive NE.

Planning Manager Cal Overby presented a PowerPoint presentation. He commented as City Manager Warren Wood indicated this was a voluntary contiguous annexation of some property owned by East Coast Builders. He advised the property joined the current City boundary on its eastern boundary there. He reiterated the address of the property, 2069 25th Street Drive NE and in total, the property was approximately 4/10 of an acre, and included a portion of street right of way. As far as the tax parcel or zoning parcel was concerned, they were looking at about a third of an acre of property. The property would be located in Ward 1, which would be Alderman Wood's Ward, should the property be annexed. Currently, the property was being developed as the site of one single-family detached residence and that was currently under construction, and that would be the future use of the property also moving forward. The reason for annexation, which was the reason for a lot of annexations that Council sees, was the desire to connect to City sewer and obtain City services. That was the purpose of this annexation. With a third of an acre the lot was too small obviously to have onsite wastewater so that necessitated the connection of sewer. He referred to the PowerPoint and pointed out the location of property in question. He pointed out Springs Road headed out of Hickory, and McDonald Parkway. He pointed out the current City boundaries, and the City's extra

territorial areas. He displayed a map and pointed out the current zoning. He pointed out R-2 residential, which was single-family attached and detached dwellings with some ancillary uses such as schools and things of that nature. He pointed out the commercial corridor and a commercial center area. He displayed an aerial ortho photograph which was a couple of years old. He pointed out the former location of Fresh Air Galaxy, now a gym and some other small uses on the end, the Dollar Store location, and White Tire, the new facility was constructed just a couple of years ago. He pointed out the location of Walgreens and the now vacant mobile home park, and Hickory Day School. As with any annexation, staff circulated the request to various departments to make sure that 1) they had adequate services that could be provided to this parcel; 2) to make sure those services do not fall below standards; and 3) to make sure this was a logical move for the City moving forward. Upon the analysis City staff found that it was good to annex the property and all the services were in place. They were able to provide anything to this property provided to any other citizens of Hickory. Staff recommended approval of the annexation. He asked for any questions.

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

Alderwoman Patton moved, seconded by Alderman Seaver approval of the voluntary annexation of East Coast Builders, Inc. The motion carried unanimously.

ANNEXATION ORDINANCE NO. 485
VOLUNTARY ANNEXATION ORDINANCE (CONTIGUOUS)
East Coast Builders, Inc.

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF HICKORY, NORTH CAROLINA, PURSUANT TO GENERAL STATUTES 160A-58.1, AS AMENDED (CONTIGUOUS)

WHEREAS, the City Council of the City of Hickory desires to annex the area described herein, under G.S. 160A-58.1, as amended; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of said annexation; and

WHEREAS, the City Clerk has certified to the sufficiency of said request, and a public hearing on the question of this annexation was held in the Council Chambers of the Julian G. Whitener Municipal Building, located at 76 North Center Street, Hickory, North Carolina, at 7:00 p.m. on the 17th day of January 2023; and

WHEREAS, the City Council of the City of Hickory further finds that the area described therein meets the standards of G.S. 160A-58.1(b), to wit:

a. The nearest point on the proposed satellite corporate limits is not more than three miles from the corporate limits of the City of Hickory.

b. No point on the proposed satellite corporate limits is closer to another city than to the City of Hickory.

c. The areas described are so situated that the City will be able to provide services on the same basis within the proposed satellite corporate limits that it provides within the primary corporate limits.

d. No subdivision, as defined in G.S. 160A-376, will be fragmented by this proposed annexation.

WHEREAS, the City Council of the City of Hickory does hereby find as a fact that said petition has been signed by all the owners of real property in the area who are required by law to sign and all other requirements of G.S. 160A-58.1 as amended, have been complied with; and

WHEREAS, the City Council further finds that the annexation is otherwise valid, and that the public health, safety, and welfare of the City of Hickory and of the areas proposed for annexation will be best served by annexing the area herein described.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HICKORY, NORTH CAROLINA:

Section 1. By virtue of the authority granted by G.S. 160A-58.2, as amended, the following-described contiguous territory is hereby annexed and made a part of the City of Hickory as of the 31st day of January 2023:

Contiguous Annexation
by the City of Hickory
known as East Coast Builders Inc.

That certain parcel or tract of land lying and being about 3.58 miles northeast of the center of the City of Hickory. Bounded on the north by the lands of Frances Kay Hamilton as described in Deed Book 2163 at Page 1322; on the east side by the right-of-way 0f 25th Street Drive NE; on the south by the lands of Alvaro S. Hernandez as described in Deed Book 2655 at Page 605; on the west by the existing City of Hickory city limits as shown in Plat Book 36 at Page 25 and the lands of Springs Corners, LLC as described in Deed Book 1916 at Page 1196 and more particularly described as follows to wit.

Beginning at ½" rebar, said rebar being located on the west side of 25th Street Drive NE and South 18 degrees 56 minutes 51 seconds West 231.00 feet from a fire hydrant on the west side of 25th Street Drive NE and running thence, as new City of Hickory city limits the following calls: South 86 degrees 08 minutes 44 seconds East 30.00 feet to a point in 25th Street Drive NE; thence, with 25th Street Drive NE South 04 degrees 44 minutes 54 seconds West 100.26 feet to a point in 25th Street Drive NE; thence, North 85 degrees 39 minutes 00 seconds 30.00 feet to a 1 ½" pipe on the west side of 25th Street Drive NE, the northeast corner of Alvaro S. Hernandez as described in Deed Book 2655 at Page 605; thence, continuing the same bearing and with the north line of Hernandez, 152.68 feet to a 1 ½" pipe in the existing City of Hickory city limits as shown in Plat Book 36 at Page 25 and in the east line of Springs Corners, LLC as described in Deed Book 1916 at Page 1196 and the northwest corner of Alvarez; thence, with the existing City of Hickory city limits and the east line Spring Corners, LLC North 03 degrees 29 minutes 17 seconds West 99.48 feet to 1 ½" pipe in the existing City of Hickory city limits and in the east line of Springs Corners, LLC and the southwest corner of Francis Kay Hamilton as described in Deed Book 2163 at Page 1322; thence, as new City of Hickory city limits and with the south line of Hamilton, South 86 degrees 08 minutes 44 seconds East 166.95 feet to the point of beginning. Containing 0.43 acres more or less.

This description was drawn from a plat by Derek R. Bunton, PLS-4808 entitled "Contiguous Annexation by the City of Hickory known as East Coast Builders Inc." dated November 30, 2022.

Section 2. Upon and after the 31st day of January 2023, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Hickory and shall be entitled to the same privileges and benefits as other parts of the City of Hickory. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10, as amended.

Section 3. The newly annexed territory described herein shall become part of Ward No. 1 of the City of Hickory.

Section 4. The Mayor of the City of Hickory shall cause to be recorded in the Office of the Register of Deeds of Catawba County, and in the Office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with duly certified copy of this Ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

ADOPTED THIS 17TH DAY OF JANUARY, 2023.

B. Departmental Reports:

1. Discussion of Ward 4 Replacement

Mayor Guess commented as everyone was already aware, Ward 4 Representative Alderman David Williams would be vacating that seat at some time in the near future. He had spoken with and had conversations among the Council members.

Mayor Guess moved, seconded by Alderwoman Patton, to open the process for replacement for the Ward 4 vacancy. They would allow interested applicants to submit a letter of interest along with their qualifications. Letters of interest would be submitted to the City Attorney Mr. John Crone to his office by Friday, January 27, 2023, at 5:00 p.m. The City Attorney would distribute the letters of interest to the Hickory City Council. The City Council in its entirety would review and decide the next steps in the interview process once the applications were in hand. They would direct the City Manager and staff to publicize the application process through various outlets that they typically use. The motion carried unanimously.

2. Appointments to Boards and Commissions

COMMUNITY APPEARANCE COMMISSION
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
At-Large (Outside City but within HRPA) (Council Appoints) VACANT

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

HICKORY REGIONAL PLANNING COMMISSION
(Term Expiring 6-30; 3-Year Terms With Unlimited Appointments)
(Appointed City Council)
Burke County Representative (Mayor Appoints with Recommendation from Burke County) Robert Weaver Resigned 9-26-2022 VACANT

HISTORIC PRESERVATION COMMISSION
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Licensed Architect (Council Appoints) VACANT

Alderwoman Patton nominated Ernie Sills as Licensed Architect on the Historic Preservation Commission.

LIBRARY ADVISORY BOARD
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
At-Large (Mayor Appoints) (Mark Thomas Resigned 11-3-2022) VACANT

Mayor Guess nominated Jennie Dulin as an At-Large Representative on the Library Advisory Board.

PUBLIC ART COMMISSION
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Ward 4 (D. Williams Appoints) VACANT
Ward 5 (Zagaroli Appoints) Megan Carfagno Resigned 1-4-2023 VACANT

RECYCLING ADVISORY BOARD
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Ward 6 (Patton Appoints) VACANT

UNIVERSITY CITY COMMISSION
(Terms Expiring 6-30; 2-Year Terms) (Appointed by City Council)
At-Large Not Including ETJ (Council Appoints) VACANT

Alderman Wood nominated Eric Wood as an At-Large Representative on the University City Commission.

Mayor Guess reminded the audience they have vacancies from time to time and those were all advertised on the City's website, or they could speak to Council individually if they had any questions about how to serve on those boards or any other questions about the boards.

Alderman Seaver moved, seconded by Alderman Wood approval of the above nominations. 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 Guess recognized the newly elected President of the NAACP who was present, Ms. Ida Clough and first Vice President Sam Hunt was present as well. Ms. Clough was elected as the President at the beginning of the year. She was no stranger to the community and had served in many capacities in the past and they welcomed her to her new position. He thanked her for serving.

City Manager Warren Wood commented that he had enjoyed working with Alderman Williams immensely. He was a great boss, and even better friend. It had been a pleasure getting to know him and all he had brought to the table with the conversations. He appreciated him.

Alderman Williams thanked City Manager Warren Wood. He always said that if he left, he was going to leave anyway. It had been such a great honor working with him and he really appreciated everything that he helped him with and the knowledge that he provided him with. He does such a great job as their City Manager. He could not tell him how much he appreciated him during his time. He thanked City Manager Warren Wood and City Attorney John Crone as well.

City Attorney John Crone commented he really enjoyed being the lawyer for this group and having Alderman Williams there. People do not know what goes on behind the scenes, but he was an absolute class act. He was always prepared. He always cared and was a zealous advocate for his constituents and every time he sees a feather flag, he thinks of him. He thanked Alderman Williams for his service.

Alderman Williams thanked City Attorney John Crone. He commented it had been such a joy. He could not get that out of his mind, how much he had appreciated working with this Council. It had been so great. The confidence that they had shown in him. The citizens to put their trust in him and the support, and so many people here, Ms. Ida Clough, Mr. Sam Hunt, everybody. So many people supported him during his time, and he appreciated it and there were so many people that played such a major role during his time on Council. He could not even mention and thank them all because there were so many people. From the beginning when he first thought about it, Mr. Cliff Moone, and Mr. Doug Auer were there for him, so many people. His time on Council had been nothing but wonderful and he appreciated everybody here. He was at a loss of words.

Alderwoman Patton commented she had thoroughly enjoyed it. She mentioned Alderman Williams also served on the Western Piedmont Council of Governments with her, and they had made trips together to various cities and his sense of humor and his knowledge of the community was just outstanding. She was going to miss that a lot. She thanked Alderman Williams.

Alderman Wood said thank you, because he did this for him, he removed the label as the low person on the totem pole in terms of time of service. He was doing that for him now. He would miss him, and he was saying that jokingly, he would miss him and had enjoyed the time, but he wished him the best of luck in his future endeavors.

Alderman Williams appreciated that.

Alderwoman Williams extended her best wishes and hoped the best for his family and his new endeavors. She had enjoyed it. She thought she was the latest member after Alderman Williams and Alderman Wood was after her. She had enjoyed working with him.

Alderman Williams thanked Alderwoman Williams. He commented he cut her son's hair way back then. They had a connection way back then.

Alderwoman Williams commented her son had the same name as well, David Williams. They had laughed over some sent text to the wrong David.

Alderman Williams commented Alderwoman Williams had tried to tag her son on Facebook and tagged him instead. She had done that also.

Alderman Zagaroli commented they had a good run with him and referred to his haircut. Because he was leaving, he was still going to come to his company. Hopefully he would keep his hair.

Alderman Williams hoped he did not end up like him. He commented it had been great.

Alderman Zagaroli thanked him for being a friend and a Council member.

Alderman Williams thanked Alderman Zagaroli.

Alderman Seaver thanked Alderman Williams for everything he had done while he had been there, and it had been very enlightening for them. He thought fresh air was always good. He knew his hair was old, but he knew where they would be at least twice a month. Come back any time, he thought they could find a seat for him. If not, they would bring a special one in for him.

Alderman Williams thanked Alderman Seaver. He commented that Alderman Seaver's wife knew his wife when she was a kid, and she had always had a close relationship with his wife and

his wife was so special. He commented that Alderman Seaver was such a good person. It had been great serving with him, and he greatly appreciated him.

Alderman Seaver thanked Alderman Williams.

Mayor Guess thanked Alderman Williams once again. He thanked God for sending him to them. They certainly knew that they would be seeing him. He was moving, but he was not moving away. He commented if they were in the market for a used vehicle, or a haircut go see Alderman Williams. They knew they would be seeing him. He did not have to tell him about his tremendous service to the community. That was even before he was on Council. There was a lot that could be said and all of it was good. They were going to miss him.

City Manager Warren Wood introduced two new employees of the Planning Department, Mike Kirby, Senior Planner, he came to Hickory from City of Kings Mountain, North Carolina; and Wilson Elliott, Planner, coming to Hickory from the City of Newton.

Mayor Guess welcomed Mr. Kirby and Mr. Elliott. He would not ask how many more vacant positions the City had. He commented if anyone was interested in that, go to the City's website.

Alderwoman Patton commented the bridge looks fantastic.

Mayor Guess agreed with her.

Alderwoman Patton thanked everyone for all the work that staff did to do that at midnight hours. That was phenomenal.

City Manager Warren Wood advised that Public Works Director Steve Miller and his crew were out there. He went out for about an hour at midnight and Steve Miller was out there till the end. He thanked Mr. Miller and his staff for all they did relating to that.

Alderman Seaver had heard a lot of compliments already on it.

Mayor Guess commented progress on the Aviation Walk and the Riverwalk was just tremendous. They were really looking forward to that connectivity and to be able to use those. He thought that was real exciting.

A citizen from the audience wished to comment.

Mayor Guess asked her to the podium. He moved to allow her to speak, seconded by Alderwoman Patton. The motion carried unanimously.

Ms. Margaret Pope, Ward 4, thanked Alderman Williams for his years of service. He had represented Ward 4 well, he had always been available for them to call, go to his shop, knock on his door, and talk to him about any concerns. They would miss him. She thanked him for his time.

Alderman Williams thanked Ms. Pope, he greatly appreciated that.

Mayor Guess commented he was not leaving town he was just moving a little bit away.

XIV. Closed Session Per NC General Statutes 143-318.11(a)(1)(3)(6) to consult with the attorneys regarding the following: (Action on these items, if any, will occur in Open Session)

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

1. Approval of Closed Session Minutes of December 6, 2022 - NCGS §143-318.11(a)(1)
2. Discussion of Pending Litigation - NC General Statutes 143-318.11(a)(3)
3. Discussion of a Personnel Matter - NC General Statutes 143-318.11(a)(6)

Council convened to closed session at approximately 7:46 p.m.

Council reconvened to open session at approximately 8:12 p.m.

No action was taken upon return to open session.

XV. There being no further business, the meeting adjourned at 8:12 p.m.

_____
Mayor

_____
City Clerk

COUNCIL AGENDA MEMOS

To: **City Manager's Office**

From: **Police Department/Captain Bryan Adams**

Contact: **Captain Bryan Adams**

Date: **January 11, 2023**

Re: **Request Approval to Purchase Police Vehicles**

REQUEST: Hickory Police Department requests approval to purchase and up-fit ten (10) specialized police package emergency vehicles.

BACKGROUND: Hickory Police Department has funds budgeted in the 2022-2023 CIP for replacement and up-fitting of police vehicles.

ANALYSIS: HPD staff and the City of Hickory Fleet Manager have researched and reviewed independent comparison studies comparing available police package vehicles. The 2023 Ford Police Interceptor Utility Hybrid all-wheel drive best fits the needs of the department based on a number of considerations. The Police Interceptor Utility has been the top choice of the Police Department for the past seven budget years. This vehicle comes standard with all-wheel drive designed to deliver low-speed traction and high-speed handling and stability. The standard hybrid powertrain on the Police Interceptor will drastically reduce engine idle time, which will also offer significant improvements in fuel economy. The on-board electrical equipment can be powered using the lithium-ion hybrid battery, allowing the gasoline engine to shut off and only having to run intermittently to charge the battery. Other benefits of the Police Interceptor Utility include: availability (much shorter delivery time), ergonomics (visibility and better occupant and cargo space to carry specialized equipment), safety and durability (larger heavy duty frame in the event of a crash) and enhanced braking distance.

Parks Ford in Hendersonville, NC currently has the NC Sheriff's Association Contract for the 2023 Ford Police Interceptor Utility Hybrid all-wheel drive with a base price of $39,190.30. Parks Ford has partnered with Global Public Safety, LLC in Statesville, NC to provide the total "turnkey" up-fitting of these ten (10) specialized police package emergency vehicles. Global Public Safety, LLC would install all of the specialized and emergency equipment to include blue lights, siren, console, radios, computer, printer, radar, prisoner partitions, and gun lock boxes. One of the ten specialized police package emergency vehicles will be a canine unit, which will require additional specialized up-fitting.

Global Public Safety, LLC is a current vendor and has installed equipment into a number of Hickory Police vehicles in the past.

(9) Patrol Vehicles with added Ford Factory options that are needed include the following:
Dark Car Feature - $23.50
Daytime Running Lights - $42.30
Red/ White Dome Light in Cargo Area - $47.00
Driver's Side LED Spotlight (Whelen) - $394.80

Added up-fitting options provided by Global Public Safety, LLC - $18,491.89

Total purchase and up-fitting price - **$58,189.79**

(1) Patrol Vehicle for Canine use with added Ford Factory options that are needed include the following:
Dark Car Feature - $23.50
Daytime Running Lights - $42.30
Red/ White Dome Light in Cargo Area - $47.00
Driver's Side LED Spotlight (Whelen) - $394.80
Rear Auxiliary Air Conditioning - $573.40

Added up-fitting options provided by Global Public Safety, LLC - $22,427.07

Total purchase and up-fitting price - **$62.698.37**

RECOMMENDATION: Hickory Police Department recommends the purchase and up-fitting of ten total all-wheel drive 2023 Ford Police Interceptor Utility Hybrid vehicles from Parks Ford on the NC Sheriff's Association Contract. This will include nine (9) regular Patrol Vehicles at a cost of $58,189.79 per vehicle and one (1) Canine use Patrol Vehicle at a cost of $62,698.37 for a total cost of $586,406.48. Funds are budgeted in the FY 2022/2023 CIP.

BUDGET ANALYSIS:

Budgetary Action

	Yes	No
Is a Budget Amendment required?	☐	☒

LIST THE EXPENDITURE CODE: 010-5110-527-75-01 $586.406.48

Reviewed by:

Reed Baer Initiating Department Head	01/11/2023 Date	Deputy City Attorney, A. Dula	1-27-23 Date
Asst. City Manager Rodney Miller	1/30/23 Date	Asst. City Manager, R. Beasley	1/31/23 Date
Finance Officer, Melissa Miller	1/31/23 Date	Purchasing Manager, Amanda Hollar	1-31-23 Date
	Date		

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

City Manager, W. Wood

1-31-23
Date

601 Duncan Hill Rd. Hendersonville NC 28792
Tel: 828-693-4281
www.parksfordhendersonville.com

Vehicle Model	# of vehicles	Base Contract Price
2023 Ford Police Interceptor Hybrid		**$39,190.30**
NCSA Contract pricing Contract 22-08-0913R Specification # 92		
Deleted options		
		$-
Subtotal		**$39,190.30**
Added Options		
Front License Plate Bracket - 153	$-	$-
Dark Car Feature - 43D	$25.00	$23.50
Daytime Running Lights - 942	$45.00	$42.30
Red / White Cargo Area Light - 17T	$50.00	$47.00
Driver Side Whelen Spotlight - 51T	$420.00	$394.80
	$-	$-
Total Contract Price		**$39,697.90**
Non Contract Options		
Patrol Upfitting per GPS quote # QUO-07796-M7B3L5		$18,491.89
		$-
		$-
		$-
Total Cost For Vehicle		**$58,189.79**
Total Cost For All Vehicles	**9**	**$523,708.11**

Prepared for: , City of Hickory

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 315

Client Proposal

Prepared by:
Jeff Williams
Office: 182-869-34281
Email: jeffwilliams@parksautogroup.com
Quote ID: 0908202202
Date: 01/11/2023

Parks Ford | 601 DUNCAN HILL RD, HENDERSONVILLE, NC, 28792
Office: 828-693-4281 | Fax: 828-696-8993

Prepared for:
City of Hickory
Prepared by: Jeff Williams
01/11/2023

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 315 | Quote ID: 0908202202

, City of Hickory

Re: Quote ID 0908202202 01/11/2023

To Whom It May Concern,

All pricing provided in this quote is based on, and follows the guidelines of, the North Carolina Sheriffs' Association Vehicle Procurement Program. Contract # 22-08-0913. Specification # 92

Sincerely,

Jeff Williams
Fleet Manager
182-869-34281
jeffwilliams@parksautogroup.com

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:
City of Hickory
Prepared by: Jeff Williams
01/11/2023

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 315 | Quote ID: 0908202202

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Prepared for:
City of Hickory
Prepared by: Jeff Williams
01/11/2023

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 315 | Quote ID: 0908202202

As Configured Vehicle

Code	Description
Base Vehicle	
K8A	Base Vehicle Price (K8A)
Packages	
500A	Order Code 500A *Includes:* *- Engine: 3.3L V6 Direct-Injection Hybrid System (136-MPH top speed).* *- Transmission: 10-Speed Automatic* *- 3.73 Axle Ratio* *- GVWR: 6,840 lbs (3,103 kgs)* *- Tires: 255/60R18 AS BSW* *- Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes polished stainless steel hub cover and center caps.* *- Unique HD Cloth Front Bucket Seats w/Vinyl Rear Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.* *- Radio: AM/FM/MP3 Capable Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.*
Powertrain	
99W	Engine: 3.3L V6 Direct-Injection Hybrid System *(136-MPH top speed).*
44B	Transmission: 10-Speed Automatic
STDAX	3.73 Axle Ratio
STDGV	GVWR: 6,840 lbs (3,103 kgs)
Wheels & Tires	
STDTR	Tires: 255/60R18 AS BSW
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel *Includes polished stainless steel hub cover and center caps.*
Seats & Seat Trim	
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: .

Prepared for:
City of Hickory
Prepared by: Jeff Williams
01/11/2023

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 315 | Quote ID: 0908202202

As Configured Vehicle (cont'd)

Code	Description
	Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.
Other Options	
PAINT	Monotone Paint Application
119WB	119" Wheelbase
STDRD	Radio: AM/FM/MP3 Capable *Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.*
153	Front License Plate Bracket
43D	Dark Car Feature *Courtesy lamps disabled when any door is opened.*
942	Daytime Running Lamps Replaces standard configurable daytime running lamps for agencies that require always on daytime running lamps. *(Permanently on - cannot be turned off or reprogrammed).*
17T	Switchable Red/White Lighting in Cargo Area *Deletes 3rd row overhead map light.*
51T	Driver Only LED Spot Lamp (Whelen)
55F	Remote Keyless Entry Key Fob w/o Key Pad *Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with keyed-alike.*
Emissions	
425	50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
Exterior Color	
YZ_01	Oxford White
Interior Color	

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: .

Prepared for:
City of Hickory
Prepared by: Jeff Williams
01/11/2023

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 315 | Quote ID: 0908202202

As Configured Vehicle (cont'd)

Code	Description
96_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Upfit Options

GPS Patrol	Patrol Upfitting per GPS quote # QUO-07796-M7B3L5

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: .

Prepared for:
City of Hickory
Prepared by: Jeff Williams
01/11/2023

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 315 | Quote ID: 0908202202

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	$68,031.89
Subtotal	$68,031.89

Pre-Tax Adjustments

Code	Description	MSRP
Discount	Dealer Discount	-$3,857.10
Ford Gvmnt GPC	Government GPC	-$5,985.00
Total		$58,189.79

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: .

Prepared for:
City of Hickory
Prepared by: Jeff Williams
01/11/2023

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 315 | Quote ID: 0908202202

Pricing Summary - Multiple Vehicles

Vehicle Quantity: 9

	MSRP
Vehicle Pricing	$612,287.01
Subtotal	$612,287.01

Pre-Tax Adjustments

Code	Description	MSRP
Discount	Dealer Discount	-$34,713.90
Ford Gvmnt GPC	Government GPC	-$53,865.00
Total		$523,708.11

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: .

PARKS FORD HENDERSONVILLE

601 Duncan Hill Rd. Hendersonville NC 28792
Tel: 828-693-4281
www.parksfordhendersonville.com

Vehicle Model	# of vehicles	Base Contract Price
2023 Ford Police Interceptor Hybrid		**$39,190.30**
NCSA Contract pricing Contract 22-08-0913R Specification # 92		
Deleted options		
		$-
Subtotal		**$39,190.30**
Added Options		
Front License Plate Bracket - 153	$-	$-
Dark Car Feature - 43D	$25.00	$23.50
Daytime Running Lights - 942	$45.00	$42.30
Red / White Cargo Area Light - 17T	$50.00	$47.00
Driver Side Whelen Spotlight - 51T	$420.00	$394.80
Rear AC - 17A	$610.00	$573.40
	$-	$-
Total Contract Price		**$40,271.30**
Non Contract Options		
K9 upfitting per GPS quote # QUO-08319-Q1V5T8		$22,427.07
		$-
		$-
		$-
Total Cost For Vehicle		**$62,698.37**
Total Cost For All Vehicles	**1**	**$62,698.37**

Prepared for: , City of Hickory

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 315

Client Proposal

Prepared by:
Jeff Williams
Office: 828-693-4281
Quote ID: 0908202203
Date: 01/11/2023

Parks Ford | 601 DUNCAN HILL RD, HENDERSONVILLE, NC, 28792
Office: 828-693-4281 | Fax: 828-696-8993

Prepared for:
City of Hickory
Prepared by: Jeff Williams
01/11/2023

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 315 | Quote ID: 0908202203

, City of Hickory

Re: Quote ID 0908202203 01/11/2023

To Whom It May Concern,

All pricing provided in this quote is based on, and follows the guidelines of, the North Carolina Sheriffs' Association Vehicle Procurement Program. Contract # 22-08-0913R. Specification # 92

Sincerely,

Jeff Williams

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:
City of Hickory
Prepared by: Jeff Williams
01/11/2023

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 315 | Quote ID: 0908202203

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Prepared for:
City of Hickory
Prepared by: Jeff Williams
01/11/2023

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 315 | Quote ID: 0908202203

As Configured Vehicle

Code	Description
Base Vehicle	
K8A	Base Vehicle Price (K8A)
Packages	
500A	Order Code 500A *Includes:* *- Engine: 3.3L V6 Direct-Injection Hybrid System (136-MPH top speed).* *- Transmission: 10-Speed Automatic* *- 3.73 Axle Ratio* *- GVWR: 6,840 lbs (3,103 kgs)* *- Tires: 255/60R18 AS BSW* *- Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes polished stainless steel hub cover and center caps.* *- Unique HD Cloth Front Bucket Seats w/Vinyl Rear Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.* *- Radio: AM/FM/MP3 Capable Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.*
Powertrain	
99W	Engine: 3.3L V6 Direct-Injection Hybrid System *(136-MPH top speed).*
44B	Transmission: 10-Speed Automatic
STDAX	3.73 Axle Ratio
STDGV	GVWR: 6,840 lbs (3,103 kgs)
Wheels & Tires	
STDTR	Tires: 255/60R18 AS BSW
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel *Includes polished stainless steel hub cover and center caps.*
Seats & Seat Trim	
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: .

Prepared for:
City of Hickory
Prepared by: Jeff Williams
01/11/2023

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 315 | Quote ID: 0908202203

As Configured Vehicle (cont'd)

Code	Description
	Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.
Other Options	
PAINT	Monotone Paint Application
119WB	119" Wheelbase
STDRD	Radio: AM/FM/MP3 Capable *Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.*
153	Front License Plate Bracket
43D	Dark Car Feature *Courtesy lamps disabled when any door is opened.*
942	Daytime Running Lamps Replaces standard configurable daytime running lamps for agencies that require always on daytime running lamps. *(Permanently on - cannot be turned off or reprogrammed).*
17T	Switchable Red/White Lighting in Cargo Area *Deletes 3rd row overhead map light.*
51T	Driver Only LED Spot Lamp (Whelen)
55F	Remote Keyless Entry Key Fob w/o Key Pad *Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with keyed-alike.*
17A	Rear Auxiliary Air Conditioning
Emissions	
425	50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
Exterior Color	
YZ_01	Oxford White
Interior Color	

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: .

Prepared for:
City of Hickory
Prepared by: Jeff Williams
01/11/2023

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 315 | Quote ID: 0908202203

As Configured Vehicle (cont'd)

Code	Description
96_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Upfit Options

GPS K9	K9 upfitting per GPS quote # QUO-08319-Q1V5T8

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: .

Prepared for:
City of Hickory
Prepared by: Jeff Williams
01/11/2023

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 315 | Quote ID: 0908202203

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	$72,577.07
Subtotal	$72,577.07

Pre-Tax Adjustments

Code	Description	MSRP
Discount	Dealer Discount	-$3,893.70
Ford Gvmnt GPC	Government GPC	-$5,985.00
Total		$62,698.37

Customer Signature

Acceptance Date

Approved as to form
City of Hickory – Legal Dept.

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: .

2

COUNCIL AGENDA MEMOS

To: **City Manager's Office**

From: **Terry Clark, Airport Director**

Contact Person: **Terry Clark**

Date: **January 12, 2023**

Re: **NCDOT Grant Agreement for Project 36237.66.9.1 Runway 24 EMAS (Engineered Material Arresting System)**

REQUEST:

Staff requests City Council's approval of the North Carolina Department of Transportation (NCDOT) Grant Agreement (WBS: 36237.66.9.1) for the Runway 24 EMAS (Engineered Material Arresting Systems) project in the amount of $237,083.00.

BACKGROUND:

An EMAS system is used to slow/stop aircraft that may run off the end of the runway. This grant will fund a portion of the design and bidding phases being completed by Talbert, Bright & Ellington, Inc. for the proposed EMAS ($237,082.58),. Due to Local share requirements being different between yearly Non-Primary Entitlement (NPE) grants (i.e., 10% local match for FY 2019 and FY 2022, and 0% local match for FY 2020 and FY 2021), two separate grants are being established to fund this entire project.

Funding for this grant will include a 90% FAA share ($213,374.00) and a 10% Local share ($23,709.00).

ANALYSIS:

This project will assist in the continued efforts to ensure the Hickory Regional Airport meets the current FAA regulations and is safe for those utilizing and operating at the facility.

RECOMMENDATION:

Staff recommends approval of the NCDOT Grant Agreement (WBS: 36237.66.9.1) for the Runway 24 EMAS project in the amount of $237,083.00.

Revised: June 5, 2015

BUDGET ANALYSIS:

Budgetary Action
Is a Budget Amendment required?

Yes ☐ No ☐

LIST THE EXPENDITURE CODE:

Reviewed by:

Terry Clark Initiating Department Head	1/12/2023 Date	Deputy City Attorney, A. Dula	1-27-23 Date
Asst. City Manager, Rodney Miller	1/31/23 Date	Asst. City Manager, Rick Beasley	1/31/23 Date
Finance Officer, Melissa Miller	1/31/23 Date	Deputy Finance Officer	1-31-23 Date
	Date		

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

City Manager, W. Wood

1-31-23
Date

DIVISION OF AVIATION
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT

STATE AID TO AIRPORTS BLOCK GRANT
BETWEEN
THE N. C. DEPARTMENT OF TRANSPORTATION,
AN AGENCY OF THE STATE OF NORTH CAROLINA
AND
CITY OF HICKORY

AIRPORT: **HICKORY REGIONAL**

PROJECT NO: **36237.66.9.1**

This Agreement is hereby made and entered into by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department") and **CITY OF HICKORY**, the public agency owning the **HICKORY REGIONAL AIRPORT** (hereinafter referred to as "Sponsor").

This agreement shall be effective on _____ and shall terminate on **MAY 30, 2023** with the option to extend, if mutually agreed upon, through a written modification. Pre-award costs included on the Code and Category of Expenditure Section of the AV-501/AV-504 of the project's Request for Aid (RFA) Application are authorized.

WITNESSETH

WHEREAS, the Department has received the approval of the Federal Aviation Administration to administer certain Airport Improvement Program Funds in North Carolina under the provisions of the *FAA Modernization and Reform Act of 2012;*

WHEREAS, the Department has approved a grant of funds to the Sponsor under the State Block Grant Program Non-Primary Entitlement funds.

WHEREAS, the Sponsor has made a formal application dated **NOVEMBER 1, 2022** to the Department for Non-Primary Entitlement funds for the **HICKORY REGIONAL AIRPORT**; and

WHEREAS, a grant in the amount of **$213,374** not to exceed **90 percent** of the federal share of the final, eligible project costs of **$237,083** has been approved subject to the conditions and limitations herein; and

WHEREAS, the Non-Primary Entitlement funds will be used for the following approved project:

RUNWAY 24 EMAS (design/bid)

NOW THEREFORE, the Sponsor and the Division of Aviation ("Division") do mutually hereby agree as follows:

1) Work performed under this Agreement shall conform to the approved project description. Any amendments to or modification of the scope and terms of this Agreement shall be in the form of a modified grant mutually executed by the Sponsor and the Division, except that an extension of time and/or a reallocation of funds within the approved budget may be granted by the Division by written notice to the Sponsor. Any changes to the scope, amount, or fees with this grant agreement without first consulting your Airport Project Manager could be found ineligible.

2) The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the application for and Sponsor's approval of the Agreement.

3) The Sponsor agrees to comply with the "Sponsor's Assurances" contained as a part of this Agreement. The Sponsor shall be liable to the Department for the return of all grant monies received in the event of a material breach of the Sponsor's Assurances or this Agreement.

4) The Sponsor agrees to adhere to the standards and procedures contained in the *North Carolina Airports Program Guidance Handbook* and the *Federal Assurances and Certifications*.

APPENDIX A6.4.1
TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the contractor under the contract until the contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX A6.4.2
TITLE VI CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the *North Carolina Department of Transportation (NCDOT)* will accept title to the lands and maintain the project constructed thereon in accordance with the *North Carolina General Assembly*, for the (Airport Improvement Program or other program for which land is transferred), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *NCDOT* all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in **(Exhibit A attached hereto or other exhibit describing the transferred property**) and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the *North Carolina Department of Transportation (NCDOT)* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the *NCDOT*, its successors and assigns.

The *NCDOT*, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the *NCDOT* will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX A6.4.3
TITLE VI CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Airport Improvement Program grant assurances:

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX A6.4.4
TITLE VI CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of Discrimination Acts and Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX A6.4.5
TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

THE PARTIES BY LEGALLY BINDING SIGNATURE BELOW HEREBY EXECUTE THIS GRANT AGREEMENT THE DAY AND YEAR FIRST WRITTEN BELOW:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:

BY: _____
Deputy Secretary for Multi-Modal Transportation or Designee

DATE: _____

AUTHORIZED SIGNATURE FOR SPONSOR
(Approving Authority Board Member or Local Governing Official):

SIGNED: _____

TITLE: _____

DATE: _____

AUTHORIZED SIGNATURE FOR CO-SPONSOR (if required)
(Approving Authority Board Member or Local Governing Official):

SIGNED: _____

TITLE: _____

DATE: _____

Approved as to form
City of Hickory – Legal Dept.

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.
City of Hickory
Finance Officer

SECTION A: SPONSOR'S ASSURANCES: GENERAL CONDITIONS

A-1. The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is proposed on property which has an easement or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Department's conditions and receive written approval from the Department prior to any construction on such lease or easements. This condition does not apply to planning projects.

A-2. The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public.

A-3. The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.

A-4. The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased, or otherwise transferred from the control of the Sponsor without written approval of the Department.

A-5. The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities, or equipment are subsequently disposed of through sale or lease.

A-6. Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.

A-7. Insofar as it is within its power and reasonable, the Sponsor shall restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and taking off of aircraft, and the noise produced by such operations by adoption of zoning laws, by acquisition and the retention of property interest, in fee or easement.

A-8. Terminal building spaces constructed under this Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Department.

A-9. The Sponsor is responsible for maintaining an active System for Award Management (SAM) Registration and Data Universal Numbering System (DUNS) Number and ensuring that all SAM/DUNS information is current throughout the lifecycle of this Agreement, in accordance with 2 CFR 25.200(a)(2). If SAM/DUNS information becomes inactive, expired, or incorrect, the Sponsor shall not be able to do any grant related business with the FAA, including the obligation and/or

payment of Federal grant funds, and FAA may take appropriate action to terminate this Agreement, in accordance with the terms of this Agreement.

A-10. The Sponsor is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies that bar text messaging while driving company-owned or company-rented vehicles, or government owned, leased, or rented vehicles, or privately-owned vehicles when on official government business or when performing any work for or on behalf of the Government. See Executive Order 13513 "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, as implemented by Financial Assistance Policy Letter (No. FAP-2010-01, February 2, 2010). This includes, but is not limited to, the Sponsor: (1) considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving; (2) conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and (3) encouraging voluntary compliance with the agency's text messaging policy while off duty. The Sponsor is encouraged to insert the substance of this clause in all contracts.

SECTION B: SPONSOR'S ASSURANCES: PROJECT ADMINISTRATION

B-1. The Sponsor shall submit draft plans and specifications, or approved alternate, for the project for review by the Division prior to advertising for bids on the Project. Should bids not be required on the project, the Sponsor shall submit a detailed scope of work and estimated costs prior to requesting "Grant Execution and Notice to Proceed" for undertaking the project. All plans (and alternate) shall be supported by the engineer's report. A list of deliverables from the Sponsor to the Division will be communicated with the Airport Project Manager.

B-2. Bids will be taken in accordance with G.S. § 143-129 and all applicable NCDOT policies. The Department will approve or reject the Sponsor's request to employ a specific contractor. Sponsor will be directly notified of approval. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.

B-3. Unless otherwise approved by the Division, the Sponsor shall not commence construction or award construction contracts on the project until a "Grant Execution and Notice to Proceed" is provided by the Division.

B-4. The Sponsor shall submit to the Division quarterly status reports (AV-502) according to the following schedule for periods ending: March 31, June 30, September 30, and December 31.

B-5. The Sponsor shall notify the Division of any significant issues, meetings, audits, or inspections concerning this project involving the Sponsor, contractor(s), consultant(s), and/or any interested parties.

SECTION C: SPONSOR'S ASSURANCES: PROJECT ACCOUNTING AND PAYMENT

C-1. The Sponsor shall record all funds received under this Agreement and shall keep the same in an identifiable project account. The Sponsor, and his contractor(s) and/or consultant(s), shall maintain adequate records and documentation to support all project costs incurred under this Agreement. All records and documentation in support of the project costs must be identifiable as relating to the project and must be allowable costs only. Allowable costs are defined as those costs which are allowable under "Federal Acquisition Regulations 1-31.6, 48 CFR, 2 CFR 200.333, and OMB Circular A-87 and also referenced in the *North Carolina Airports - Program Guidance Handbook* and the *Airport Improvement Program Handbook.*

C-2. In accordance with the Compliance Supplement based on the requirements of the 1996 Amendments and 2 CFR Part 200, Subpart F, which provide for the issuance of a compliance supplement to assist auditors in performing the required audits, the Sponsor shall arrange for an independent financial and compliance audit of its fiscal operations. The Sponsor shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion, but not later than nine (9) months after the Sponsor's fiscal year ends.

C-3. Payment of the funds obligated under this Agreement shall be made in accordance with the following schedule, unless otherwise authorized by the Department:

A. Payments from the Department to the Sponsor are made on an advance or a reimbursement basis.

B. If an advance payment is received, the Sponsor must pay all contractors/vendors prior to or within 3 business days of receipt of the Department's advance payment and provide proof of payment (payment verification).

E-VERIFY ADDENDUM

GRANTOR

Grantor hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Grantor further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). Grantor hereby pledges, attests and warrants through execution of this Agreement that Contractor complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by Grantor shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

3

COUNCIL AGENDA MEMOS

To: **City Manager's Office**

From: **Terry Clark, Airport Director**

Contact Person: **Terry Clark**

Date: **January 12, 2023**

Re: **NCDOT Grant Agreement for Project 36237.66.9.2 Runway 24 EMAS (Engineered Material Arresting System)**

REQUEST:

Staff requests City Council's approval of the North Carolina Department of Transportation (NCDOT) Grant Agreement (WBS: 36237.66.9.2) for the Runway 24 EMAS (Engineered Material Arresting Systems) project in the amount of $333,332.00.

BACKGROUND:

An EMAS system is used to slow/stop aircraft that may run off the end of the runway. This grant will fund a portion of the design and bidding phases being completed by Talbert, Bright & Ellington, Inc. for the proposed EMAS ($172,668.84) and the majority of the Non-Federal Reimbursable Agreement ($146,165.16) previously approved by City Council. As noted at the time of approval for the Non-Federal Reimbursable Agreement, the City will be required to pay remainder of the reimbursable agreement not covered by this grant ($14,498.00) and will be reimbursed with an upcoming federally funded construction grant.

Due to Local share requirements being different between yearly Non-Primary Entitlement (NPE) grants (i.e., 10% local match for FY 2019 and FY 2022, and 0% local match for FY 2020 and FY 2021), two separate grants are being established to fund this entire project.

Funding for this grant will include a 100% FAA share ($333,332.00) and a 0% Local share.

ANALYSIS:

This project will assist in the continued efforts to ensure the Hickory Regional Airport meets the current FAA regulations and is safe for those utilizing and operating at the facility.

RECOMMENDATION:

Staff recommends approval of the NCDOT Grant Agreement (WBS: 36237.66.9.2) for the Runway 24 EMAS project in the amount of $333,332.00.

Revised: June 5, 2015

BUDGET ANALYSIS:

Budgetary Action

	Yes	No
Is a Budget Amendment required?	☐	☐

LIST THE EXPENDITURE CODE:

Reviewed by:

Terry Clark Initiating Department Head	1/12/2023 Date	Deputy City Attorney, A. Dula	Date
Asst. City Manager, Rodney Miller	1/31/23 Date	Asst. City Manager, Rick Beasley	1/31/23 Date
Finance Officer, Melissa Miller	1/31/23 Date	Deputy Finance Officer	1-31-23 Date
	Date		

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

City Manager, W. Wood

1-31-23
Date

DIVISION OF AVIATION
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT

STATE AID TO AIRPORTS BLOCK GRANT
BETWEEN
THE N. C. DEPARTMENT OF TRANSPORTATION,
AN AGENCY OF THE STATE OF NORTH CAROLINA
AND
CITY OF HICKORY

AIRPORT: **HICKORY REGIONAL**

PROJECT NO: **36237.66.9.2**

This Agreement is hereby made and entered into by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department") and **CITY OF HICKORY**, the public agency owning the **HICKORY REGIONAL AIRPORT** (hereinafter referred to as "Sponsor").

This agreement shall be effective on _____ and shall terminate on **JULY 31, 2024** with the option to extend, if mutually agreed upon, through a written modification. Pre-award costs included on the Code and Category of Expenditure Section of the AV-501/AV-504 of the project's Request for Aid (RFA) Application are authorized.

WITNESSETH

WHEREAS, the Department has received the approval of the Federal Aviation Administration to administer certain Airport Improvement Program Funds in North Carolina under the provisions of the *FAA Modernization and Reform Act of 2012;*

WHEREAS, the Department has approved a grant of funds to the Sponsor under the State Block Grant Program Non-Primary Entitlement with CARES and ARPA Match funds.

WHEREAS, the Sponsor has made a formal application dated **DECEMBER 15, 2022** to the Department for Non-Primary Entitlement with CARES and ARPA Match funds for the **HICKORY REGIONAL AIRPORT**; and

WHEREAS, a grant in the amount of **$333,332** not to exceed **100 percent** of the federal share of the final, eligible project costs of **$333,332** has been approved subject to the conditions and limitations herein; and

WHEREAS, the Non-Primary Entitlement with CARES and ARPA Match funds will be used for the following approved project:

RUNWAY 24 EMAS

NOW THEREFORE, the Sponsor and the Division of Aviation ("Division") do mutually hereby agree as follows:

1) Work performed under this Agreement shall conform to the approved project description. Any amendments to or modification of the scope and terms of this Agreement shall be in the form of a modified grant mutually executed by the Sponsor and the Division, except that an extension of time and/or a reallocation of funds within the approved budget may be granted by the Division by written notice to the Sponsor. Any changes to the scope, amount, or fees with this grant agreement without first consulting your Airport Project Manager could be found ineligible.

2) The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the application for and Sponsor's approval of the Agreement.

3) The Sponsor agrees to comply with the "Sponsor's Assurances" contained as a part of this Agreement. The Sponsor shall be liable to the Department for the return of all grant monies received in the event of a material breach of the Sponsor's Assurances or this Agreement.

4) The Sponsor agrees to adhere to the standards and procedures contained in the *North Carolina Airports Program Guidance Handbook* and the *Federal Assurances and Certifications*.

APPENDIX A6.4.1
TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the contractor under the contract until the contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX A6.4.2
TITLE VI CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the *North Carolina Department of Transportation (NCDOT)* will accept title to the lands and maintain the project constructed thereon in accordance with the *North Carolina General Assembly*, for the (Airport Improvement Program or other program for which land is transferred), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *NCDOT* all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in **(Exhibit A attached hereto or other exhibit describing the transferred property)** and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the *North Carolina Department of Transportation (NCDOT)* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the *NCDOT*, its successors and assigns.

The *NCDOT*, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the *NCDOT* will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX A6.4.3
TITLE VI CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Airport Improvement Program grant assurances:

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX A6.4.4
TITLE VI CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of Discrimination Acts and Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX A6.4.5
TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

THE PARTIES BY LEGALLY BINDING SIGNATURE BELOW HEREBY EXECUTE THIS GRANT AGREEMENT THE DAY AND YEAR FIRST WRITTEN BELOW:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:

BY: _____
Deputy Secretary for Multi-Modal Transportation or Designee

DATE: _____

AUTHORIZED SIGNATURE FOR SPONSOR
(Approving Authority Board Member or Local Governing Official):

SIGNED: _____

TITLE: _____

DATE: _____

AUTHORIZED SIGNATURE FOR CO-SPONSOR (if required)
(Approving Authority Board Member or Local Governing Official):

SIGNED: _____

TITLE: _____

DATE: _____

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

City of Hickory
Finance Officer

Approved as to form

City of Hickory – Legal Dept.

SECTION A: SPONSOR'S ASSURANCES: GENERAL CONDITIONS

A-1. The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is proposed on property which has an easement or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Department's conditions and receive written approval from the Department prior to any construction on such lease or easements. This condition does not apply to planning projects.

A-2. The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public.

A-3. The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.

A-4. The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased, or otherwise transferred from the control of the Sponsor without written approval of the Department.

A-5. The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities, or equipment are subsequently disposed of through sale or lease.

A-6. Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.

A-7. Insofar as it is within its power and reasonable, the Sponsor shall restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and taking off of aircraft, and the noise produced by such operations by adoption of zoning laws, by acquisition and the retention of property interest, in fee or easement.

A-8. Terminal building spaces constructed under this Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Department.

A-9. The Sponsor is responsible for maintaining an active System for Award Management (SAM) Registration and Data Universal Numbering System (DUNS) Number and ensuring that all SAM/DUNS information is current throughout the lifecycle of this Agreement, in accordance with 2 CFR 25.200(a)(2). If SAM/DUNS information becomes inactive, expired, or incorrect, the Sponsor shall not be able to do any grant related business with the FAA, including the obligation and/or

payment of Federal grant funds, and FAA may take appropriate action to terminate this Agreement, in accordance with the terms of this Agreement.

A-10. The Sponsor is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies that bar text messaging while driving company-owned or company-rented vehicles, or government owned, leased, or rented vehicles, or privately-owned vehicles when on official government business or when performing any work for or on behalf of the Government. See Executive Order 13513 "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, as implemented by Financial Assistance Policy Letter (No. FAP-2010-01, February 2, 2010). This includes, but is not limited to, the Sponsor: (1) considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving; (2) conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and (3) encouraging voluntary compliance with the agency's text messaging policy while off duty. The Sponsor is encouraged to insert the substance of this clause in all contracts.

SECTION B: SPONSOR'S ASSURANCES: PROJECT ADMINISTRATION

B-1. The Sponsor shall submit draft plans and specifications, or approved alternate, for the project for review by the Division prior to advertising for bids on the Project. Should bids not be required on the project, the Sponsor shall submit a detailed scope of work and estimated costs prior to requesting "Grant Execution and Notice to Proceed" for undertaking the project. All plans (and alternate) shall be supported by the engineer's report. A list of deliverables from the Sponsor to the Division will be communicated with the Airport Project Manager.

B-2. Bids will be taken in accordance with G.S. § 143-129 and all applicable NCDOT policies. The Department will approve or reject the Sponsor's request to employ a specific contractor. Sponsor will be directly notified of approval. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.

B-3. Unless otherwise approved by the Division, the Sponsor shall not commence construction or award construction contracts on the project until a "Grant Execution and Notice to Proceed" is provided by the Division.

B-4. The Sponsor shall submit to the Division quarterly status reports (AV-502) according to the following schedule for periods ending: March 31, June 30, September 30, and December 31.

B-5. The Sponsor shall notify the Division of any significant issues, meetings, audits, or inspections concerning this project involving the Sponsor, contractor(s), consultant(s), and/or any interested parties.

SECTION C: SPONSOR'S ASSURANCES: PROJECT ACCOUNTING AND PAYMENT

C-1. The Sponsor shall record all funds received under this Agreement and shall keep the same in an identifiable project account. The Sponsor, and his contractor(s) and/or consultant(s), shall maintain adequate records and documentation to support all project costs incurred under this Agreement. All records and documentation in support of the project costs must be identifiable as relating to the project and must be allowable costs only. Allowable costs are defined as those costs which are allowable under "Federal Acquisition Regulations 1-31.6, 48 CFR, 2 CFR 200.333, and OMB Circular A-87 and also referenced in the *North Carolina Airports - Program Guidance Handbook* and the *Airport Improvement Program Handbook.*

C-2. In accordance with the Compliance Supplement based on the requirements of the 1996 Amendments and 2 CFR Part 200, Subpart F, which provide for the issuance of a compliance supplement to assist auditors in performing the required audits, the Sponsor shall arrange for an independent financial and compliance audit of its fiscal operations. The Sponsor shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion, but not later than nine (9) months after the Sponsor's fiscal year ends.

C-3. Payment of the funds obligated under this Agreement shall be made in accordance with the following schedule, unless otherwise authorized by the Department:

A. Payments from the Department to the Sponsor are made on an advance or a reimbursement basis.

B. If an advance payment is received, the Sponsor must pay all contractors/vendors prior to or within 3 business days of receipt of the Department's advance payment and provide proof of payment (payment verification).

E-VERIFY ADDENDUM

GRANTOR

Grantor hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Grantor further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). Grantor hereby pledges, attests and warrants through execution of this Agreement that Contractor complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by Grantor shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

4

COUNCIL AGENDA MEMOS

To: **City Manager's Office**

From: **Terry Clark, Airport Director**

Contact Person: **Terry Clark**

Date: **1/6/2023**

Re: **Talbert, Bright & Ellington Work Authorization for Project 36237.66.9.1 and 36237.66.9.2 Runway 24 EMAS**

REQUEST:

Staff requests City Council's approval of the Talbert, Bright & Ellington, Inc. (TBE) Work Authorization for the Runway 24 EMAS (Engineered Material Arresting System) (Design-Bidding) project in the amount of $424,249.20.

BACKGROUND:

An EMAS system is used to slow/stop aircraft that may run off the end of the runway. This project will include the design and bidding phases for the construction of the new EMAS.

By email notification dated October 20, 2022, the North Carolina Division of Aviation completed the required Independent Fee Estimate (IFE) and found TBE's proposed fee to be reasonable per the Federal requirements. The next step is the approval of the Work Authorization by City Council. This project is being funded by Non-Primary Entitlement (NPE) funding (WBS: 36237.66.9.1 and 36237.66.9.2).

ANALYSIS:

This project will assist in the continued efforts to ensure the Hickory Regional Airport meets the current FAA regulations and is safe for those utilizing and operating at the facility.

RECOMMENDATION:

Staff recommends approval of the Work Authorization for the design and bidding of the Runway 24 EMAS project in the amount of $424,249.20.

BUDGET ANALYSIS:

Budgetary Action	Yes	No
Is a Budget Amendment required?	☐	☐

LIST THE EXPENDITURE CODE:

Reviewed by:

Terry Clark Initiating Department Head	1/6/2023 Date	Deputy City Attorney, A. Dula	1-27-23 Date
Asst. City Manager, Rodney Miller	Date	Asst. City Manager, Rick Beasley	1/31/23 Date
Finance Officer, Melissa Miller	1/31/23 Date	Deputy Finance Officer	1-31-23 Date
	Date		

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

City Manager, W. Wood

1-31-23
Date

WORK AUTHORIZATION

ENGINEERING CONSULTING SERVICES BY:
TALBERT, BRIGHT & ELLINGTON, INC.

FOR:
RUNWAY 24 EMAS

(ENGINEERED MATERIAL ARRESTING SYSTEM)

(DESIGN - BIDDING)

AT:
HICKORY REGIONAL AIRPORT (HKY)

REFERENCING:
NCDOT-DOA #: TBD

TBE #2709-2202

December 7, 2022

I. PROJECT SUMMARY

Hickory Regional Airport currently has a deficiency with their Extended Runway Safety Area (ERSA) for Runway 24. To alleviate this issue and reduce the required length of the ERSA, an Engineered Material Arresting System (EMAS) is proposed in the ERSA of Runway 24. This EMAS will be positioned at the ultimate Runway 24 ERSA location as to require no further relocation during the proposed Runway 6-24 Extension project, currently included in the approved Airport Layout Plan for Hickory Regional Airport.

This project includes one (1) schedule of work contained in one (1) set of bid documents.

Included in the project will be grading, marking removal, lighting removal/replacement, paving, shoulder buildup, new airfield lighting, pavement marking, installation plans for the EMAS, and a new retaining wall. The design of this project will be completed using Non-Primary Entitlement Funding.

Design standards to be used in the project include, but are not limited to, the Federal Aviation Administration's Advisory Circulars: 150/5320-6G "Airport Pavement Design and Evaluation"; 150/5340-1M "Standards for Airport Marking"; 150/5300-13B "Airport Design"; 150/5340-30J "Design and Installation Details for Airport Visual Aids"; JO 685D.2B "Visual Guidance Lighting Systems"; 150/5370-2G "Operational Safety on Airports During Construction"; 150/5220-22B "Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns".

During the project formulation, Work Authorization iterations will be necessary to establish the final scope of services and associated fee. Also included in the project formulation is the administrative cost of managing subconsultants. This is reflected in the equivalent hours on task line items B.3, B.8, and B.9 of Appendix C as allowed by FAA Advisory Circular 150/5100-14E.

Included in this project will be the completion of a Categorical Exclusion. It is anticipated that this project will be categorically excluded, and no environmental assessment, permitting and mitigation are anticipated.

Also included will be the draft changes to the Part 139 Airport Certification Manual (ACM) exhibits that cover the proposed project area. These draft changes will be transmitted to the NCDOA and FAA for review and comment so the updates will be ready upon completion of the future construction phase.

II. CONSULTANT'S SCOPE OF WORK OVERVIEW

Engineering and Planning Services will be provided for the Runway 24 EMAS (Design-Bidding) project, as depicted in the attached exhibit, for the Hickory Regional Airport in accordance with the Master Contract dated March 6, 2018.

The method of payment shall be on a lump sum basis in accordance with Section V, Paragraph A2 of the Master Contract. The work shall be performed as a lump sum of **$334,749.20** including **$14,703.00** for expenses. Special services shall be performed on a not to exceed basis with a budget of **$89,500.00**. The total value of this Work Authorization shall not exceed **$424,249.20** without additional authorization.

III. CONSTRUCTION PHASE CRITERIA AND REQUIREMENTS

- ADO Generated "Airport Sponsor Grant Expectations"
- FAA AC 150/5300-13A; Airport Design
- FAA AC 150/5320-6G; Airport Pavement Design and Evaluation
- FAA AC 150/5340-1M; Standards for Airport Marking
- FAA AC 150/5370-2G; Operational Safety On Airports During Construction
- FAA AC 150/5370-10H; Standards for Specifying Construction of Airports
- FAA AC 150/5340-30J; Design and Installation Details for Airport Visual Aids
- FAA AC 150/5220-22B; Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
- FAA JO 6850.2B Visual Guidance Lighting Systems

IV. WORK TASKS

BASIC SERVICES
The Engineer will prepare one (1) set of plans and specifications as part of the Design Phase services. One Schedule of work will include all of the proposed work. The approximate limits of the project are depicted on the project sketch within this Work Authorization.

DESIGN PHASE SUBMITTAL (90%):

The Engineer will provide the 90% design documents for review and comment by the client, the local authorities/stakeholders, the Federal Aviation Administration (FAA) and the NCDOT-Division of Aviation (NCDOA).

The intended deliverables for this submittal shall include:

A. Preliminary Engineering Report

B. Itemized estimated cost of construction with 12% contingency (submitted for Disadvantaged Business Enterprise Goal request)

C. List of general conditions, special provisions and technical specifications intended for bidding in PDF format

D. Preliminary plans including in PDF format:
   1. Cover Sheet
   2. Quantities and General Notes
   3. Construction Safety and Phasing Plans
   4. Demolition Plans
   5. Geometric Layout Plans
   6. Marking Layout Plans
   7. Grading and Drainage Plans
   8. Drainage Profiles Plans
   9. Pavement Elevations Plans
   10. EMAS Plans
   11. EMAS Profile and Section Plans
   12. EMAS Details
   13. Sediment and Erosion Control Plans
   14. Sediment and Erosion Control Details
   15. Electrical Layout Plans
   16. Electrical Details
   17. Miscellaneous Details

E. The topographic survey, geotechnical investigation, and EMAS design will be complete, and summaries will be provided as appendices to the preliminary Engineer's Report. The survey will be incorporated into the drawings with the 90% submittal.

F. Coordination and Review Meetings: The consultant shall engage in a 90% design review meeting at the client's office with the airport representatives AND the state/federal agency providing the funding for the project approximately 1-2 weeks after submission of the Design Phase Submittal Deliverables.

G. Any other information deemed germane to the submittal.

DESIGN PHASE SUBMITTAL (100%):

This design phase is intended to reflect the final design that incorporates comments from the 90% design submittal and an in-house QA review by the Engineer. The Engineer will provide the 100% design documents for review and comment by the client, the local authorities/stakeholders, the Federal Aviation Administration (FAA) and the NCDOT-Division of Aviation.

The intended deliverables for this submittal shall include:

A. Final Engineering Report (using the Federal Aviation Administration's "Recommended Outline for Engineer's Design Report.")

B. Itemized estimated cost of construction with 10% contingency

C. List of general conditions, copies of special provisions and technical specifications intended for bidding in PDF format

D. Final plans including in PDF format:
   1. Cover Sheet
   2. Quantities and General Notes
   3. Construction Safety and Phasing Plans

4. Demolition Plans
5. Geometric Layout Plans
6. Marking Layout Plans
7. Grading and Drainage Plans
8. Drainage Profiles Plans
9. Pavement Elevations Plans
10. EMAS Plans
11. EMAS Profile and Section Plans
12. EMAS Details
13. Sediment and Erosion Control Plans
14. Sediment and Erosion Control Details
15. Electrical Layout Plans
16. Electrical Details
17. Miscellaneous Details

E. Any other information deemed germane to the submittal.

BIDDING PHASE:

The Engineer will place and pay for the classified advertisement for the City of Hickory and the Hickory Regional Airport. The Engineer will attend one (1) pre-bid meeting and one (1) bid opening for the schedule of work. The Engineer will provide a bid tabulation of bids and a letter confirming bidders, subcontractors and minority contractors are NCDOT qualified or have met the FAA AC Criteria, and a submittal of DBE participation proposed by the lowest responsive bidder to NCDOT-Division of Aviation for review and concurrence. Upon receipt of written approval from NCDOT-Division of Aviation, the Engineer will provide a written summary of bids received and construction contract award recommendation for consideration by the Owner.

SPECIAL SERVICES

Task 1 –Topographic Survey (Darrin L. Reid Surveying and Planning)

The topographic survey will cover approximately 13 acres that include the proposed construction site. The survey will provide locations and identifications of all planimetric features, including pavement edge, runway/taxiway edge lights, signs, other planimetrics, etc. within the survey area will be located horizontally. Topographic ground survey will be provided using 1-foot contour interval standards within the indicated area. The existing runway and taxiway pavement will have shots taken every fifty (50) feet with spots on the offset taken every twenty-five (25) feet, including centerline and edge of pavement spots. The apron pavement will have ground shots taken on an even twenty-five (25) foot grid throughout the project limits. Any additional cross sections between the normal 25-foot grid where obvious irregularities and grade breaks exist will be surveyed as well. Drainage structure locations and rim elevations, as well as pipe inverts will be acquired. Taxiway lights shall be located, and spot elevations given at the frangible coupling or base can. There shall be benchmarks set at various locations around the project limits that will be able to be used by the Contractor once he starts to overlay the pavement. Vertical control shall be based on U.S. Coastal and Geodetic Datum (NAVD 88). Horizontal control shall be based on state plane coordinate system (NAD 83). Spot elevations will be given to ± 0.01 feet for paved sections and ± 0.1 feet for turfed sections.

Task 2 – Geotechnical Investigation (S&ME, Inc.)

1. Seven (7) borings will be required for the extension of the runway pavement and EMAS bed required within the limits of the project. Boring depths will be to 10 feet or auger refusal, whichever comes first.
2. In-place CBR tests will be performed at each test location using Corps of Engineers dynamic cone penetrometer. The dynamic cone penetrometer will be driven a minimum of 2 feet into the subgrade. Additional tests will also be performed using a Sowers dynamic cone penetrometer.
3. Representative samples of soils from the test borings will be retained for visual classification and laboratory testing.
4. Laboratory testing will include but not be limited to Standard Proctor (ASTM D-698), laboratory soaked CBR tests (ASTM D-1883), Atterberg limits tests ASTM D-431, Grainsize–Wash #200 Sieve (ASTM D-1140), and Natural Moisture Content Tests (ASTM D-2216).
3. Two (2) additional borings will be performed for the proposed retaining wall. Boring depths will be 50 feet or auger refusal, whichever comes first.

Task 3 – EMAS Configuration and Design (Runway Safe Group)

1. Performance modeling will be conducted to evaluate arrestor bed configuration for the project, in accordance with FAA AC 150/5220-22B "Engineered Materials Arresting System (EMAS)".
2. Provide detailed product installation requirements and guidance to support the preparation of detailed construction drawings. Information to include longitudinal and side slope requirements for EMAS support pavement, and details of debris deflector, concrete foundation for debris deflector, requirements for pavement ramping, arrestor bed siting, block layout, and block profile.
3. Review detailed construction drawings and provide comment and recommendations to ensure product requirements have been met.
4. Provide preliminary performance modeling and report.

Note: This Work Authorization does not include construction phase services. Specifically, this Work Authorization does not include the pricing for construction contract administration, quality assurance testing, RPR services, as-built surveys, mitigation, and other construction related special services.

Note: This Work Authorization does not include preparing a DBE plan or goal. The DBE goal is to be prepared by the NCDOT Office of Civil Rights and provided by NCDOA. The goal provided will be included in the bid documents. If the DBE goal is not met, good faith effort documentation will be provided by the lowest responsive bidder for review by the NCDOA and NCDOT Office of Civil Rights.

V. PROJECT SCHEDULE

Work shall be completed in accordance with the schedule established by the. The bidding schedule shall be coordinated with the NCDOA to ensure it aligns with the FAA's plan for funding.

VI. GENERAL ASSUMPTIONS AND CLARIFICATIONS

It is assumed that the design will follow standard FAA requirements and one (1) primary schedules of work (in one plan/specification set) will be provided, with the intent of funding being provided by one

grant. The schedule of work will include the design and bidding phases necessary to install an EMAS within the ERSA of Runway 24. The approximate limits of the project are depicted on the enclosed exhibit of this Work Authorization. It is also assumed that the project will be formally bid and that at least three (3) responsive bids will be obtained during the first bid opening for each of the above schedules, so only one (1) bid opening is required consistent with North Carolina Bidding Statues. See Section "I" and "II" above for additional assumptions related to the proposed scope of services. The erosion and sediment control plans will be prepared for submission to NCDEQ for permitting.

VII. OTHER

The NCDOT-Division of Aviation shall provide confirmation on the applicable DBE construction goals that will be incorporated into the bidding documents based on the funding sources for the project.

VIII. CONTACT/CLOSING

Agreed as to Scope of Services, Time Schedule, and Budget:

OWNER:
CITY OF HICKORY
76 North Center Street
Hickory, NC 28601
828-323-7408

BY:

TITLE: City Manager

DATE: 1.31.23

WITNESS:

ENGINEER:
TALBERT, BRIGHT & ELLINGTON, INC.
3525 Whitehall Park Drive
Suite 210
Charlotte, NC 28273
704-426-6070

BY:

TITLE: Vice President

DATE: 10/21/2022

WITNESS:

PROJECT MANAGER CONTACT INFORMATION:

Patrick E. Turney, P.E., P.L.S.
Talbert, Bright & Ellington, Inc.
3525 Whitehall Park Drive
Suite 210
Charlotte, NC 28273
704-426-6070

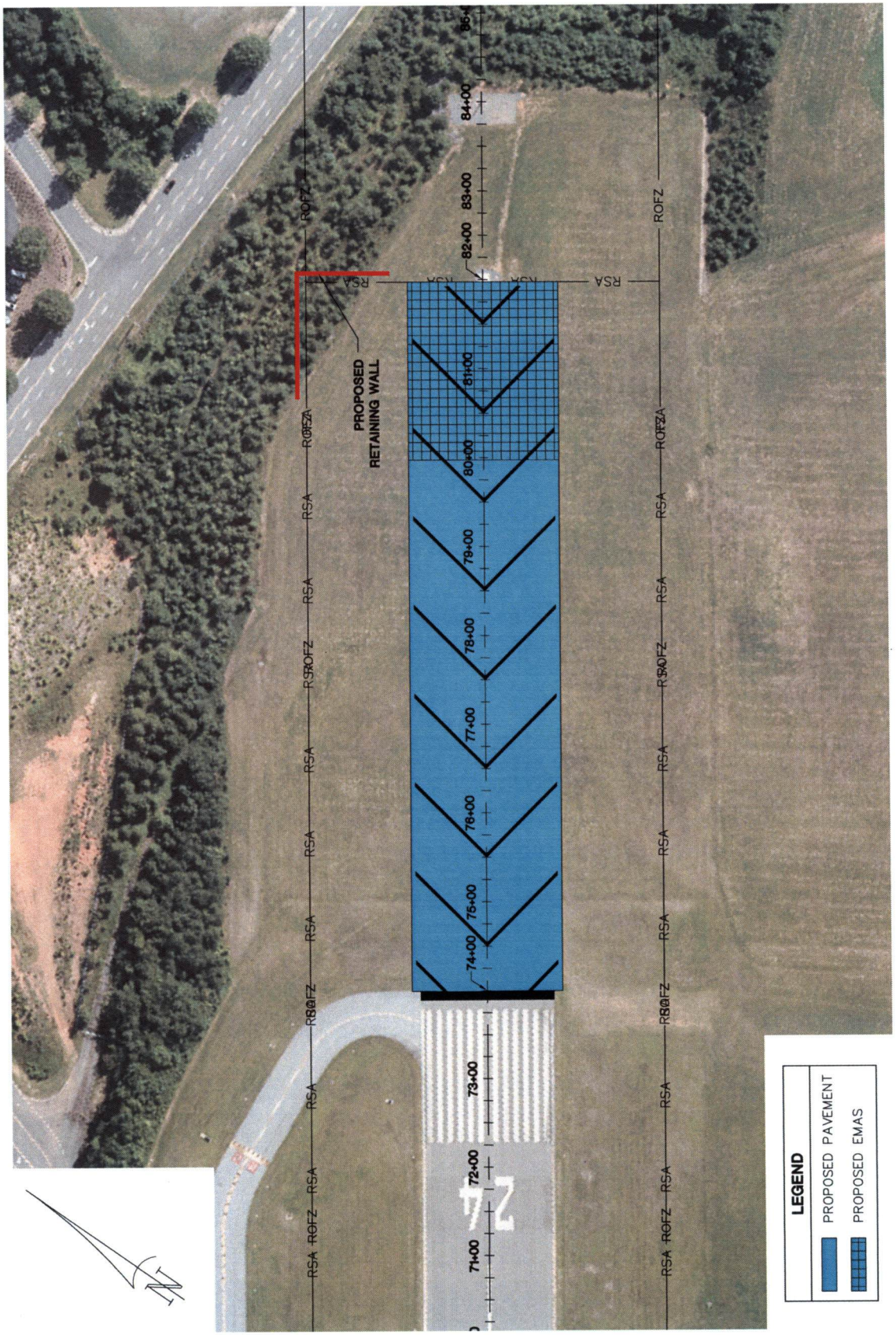
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

City of Hickory
Finance Officer

Approved as to form

City of Hickory – Legal Dept.

RUNWAY 24 EMAS EXHIBIT



APPENDIX A: EXAMPLE DRAWING SHEET LIST

1. Cover Sheet
2. Quantities and General Notes
3. Construction Safety and Phasing Plans
4. Demolition Plans
5. Geometric Layout Plans
6. Marking Layout Plans
7. Grading and Drainage Plans
8. Drainage Profiles Plans
9. Pavement Elevations Plans
10. EMAS Plans
11. EMAS Profile and Section Plans
12. EMAS Details
13. Sediment and Erosion Control Plans
14. Sediment and Erosion Control Details
15. Electrical Layout Plans
16. Electrical Details
17. Miscellaneous Details

APPENDIX B: CONTRACT CHECKLIST FROM FAA ADVISORY CIRCULAR 15/5100-14E

The following checklist identifies important items and provisions to be considered in preparing any contract for consultant services. It is not intended to be all-inclusive, as each contract will vary based on the unique requirements of the project scope of services, but should be reviewed by the consultant and sponsor to ensure the general intent and content of the scoping document are fully developed.

a. Effective date of contract.
b. Names and descriptions of the parties to the agreement with their addresses and, in the case of a corporate body, the legal description of the corporation.
c. Nature, extent, and character of the project, the location thereof, and the time limitations.
d. Services, including performance and delivery schedules, to be rendered by the consultant.
e. Delineation of responsibilities of the consultant, the sponsor, and other consultants and parties involved in the performance of the project, particularly key personnel such as the project manager.
f. Delineation of the duties and responsibilities of the resident engineer/inspector.
g. Inclusion of mandatory contract provisions identified in paragraph 3-4 (of the Advisory Circular).
h. Provision for renegotiation of the contract on the basis of change in the scope of the project, changes in conditions, additional work, etc.
i. Provision that reproducible copies of planning and design drawings and specifications be made available to the sponsor upon request.
j. Compensation, including methods of payment and payment schedules, for services to be rendered by consultants.
k. Provision for the termination of the consultant services before completion of work.
l. Provision for preparation of a Quality Control Plan as required by the special provisions of the grant agreement.
m. Provision for preparation of an Engineer's Design Report and Final Report.

APPENDIX C: BASIC SERVICES LUMP SUM FEE AND NOT TO EXCEED SUBCONSULTANT SERVICES FEE

TALBERT, BRIGHT & ELLINGTON	MAN-HOUR/FEE ESTIMATE SUMMARY PAGE HICKORY REGIONAL AIRPORT RUNWAY 24 EMAS (DESIGN-BIDDING)	DIVISION OF AVIATION NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

GENERAL NOTE: Information in red and applicable shaded areas on task sheets are available for data entry. All other cells are protected.

BASIC AND SPECIAL SERVICES: LABOR SUMMARY		
MAJOR TASK:	**MAJOR TASK DESCRIPTION:**	**COST:**
TASK A - LABOR	(A-104) GRANT ADMINISTRATION ASSISTANCE PHASE	$14,576.49
TASK B - LABOR	(A-104) DESIGN PHASE - PAGE 1	$178,215.78
TASK C - LABOR	(A-104) DESIGN PHASE - PAGE 2	$84,377.72
TASK D - LABOR	(A-104) BIDDING PHASE	$30,199.23
TASK E - LABOR	(A-102) ENVIRONMENTAL DOCUMENTATION	$12,676.97
TASK F - LABOR		$0.00
TASK G - LABOR		$0.00
TASK H - LABOR		$0.00
TASK I - LABOR		$0.00
TASK J - LABOR		$0.00
TASK K - LABOR		$0.00
	SUBTOTAL LABOR:	**$320,046.20**

BASIC AND SPECIAL SERVICES: NON-SALARY DIRECT COST		
TASK A - EXPENSES	(A-104) GRANT ADMINISTRATION ASSISTANCE	$245.00
TASK B - EXPENSES	(A-104) DESIGN PHASE	$7,460.00
TASK C - EXPENSES	(A-104) BIDDING PHASE	$6,764.00
TASK D - EXPENSES	(A-102) ENVIRONMENTAL DOCUMENTATION	$234.00
TASK E - EXPENSES		$0.00
TASK F - EXPENSES		$0.00
TASK G - EXPENSES		$0.00
TASK H - EXPENSES		$0.00
TASK I - EXPENSES		$0.00
TASK J - EXPENSES		$0.00
TASK K - EXPENSES		$0.00
	SUBTOTAL NON-SALARY DIRECT COSTS:	**$14,703.00**

SUBCONSULTANTS OR SUBCONTRACTORS		
(A-102) Topographic Survey	PROVIDED BY: Darrin L. Reid Surveying and Plannin	$15,000.00
(A-102) Preliminary Geotechnical Investigation	PROVIDED BY: S&ME	$15,500.00
(A-104) EMAS Configuration	PROVIDED BY: Runway Safe Group	$59,000.00
	PROVIDED BY:	
	PROVIDED BY:	
	PROVIDED BY:	
	PROVIDED BY:	
	PROVIDED BY:	
	PROVIDED BY:	
	PROVIDED BY:	
	SUBTOTAL OF SUBCONSULTANTS:	**$89,500.00**

TOTAL FEE:	**$424,249.20**

PREPARED BY:	MICHAEL W. PLAYER, P.E.	SPONSOR:	TERRY CLARK
TITLE:	PROJECT MANAGER	TITLE:	AIRPORT DIRECTOR
REPRESENTING:	TALBERT, BRIGHT & ELLINGTON	WBS NUMBER:	TBD
DATE:	10/7/2022	SIGNATURE:	

TALBERT, BRIGHT & ELLINGTON

MAN-HOUR FEE ESTIMATE
HICKORY REGIONAL AIRPORT
RUNWAY 24 EMAS (DESIGN-BIDDING)

DIVISION OF AVIATION
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

DATE: 10/7/2022

BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS

TASK A	(A-104) GRANT ADMINISTRATION ASSISTANCE PHASE	Principal	Senior Project Manager	Project Manager	Senior Planner	Engineer 5	Engineer 3	Engineer 2	Tech 5	Admin 5	RPR	Total Hours Per Task	Total Task Cost
Task A.1	Review EBS Project Request Record. Prepare Initial Budget from Work Authorization. Review and Identify Funding Sources.		2				2					4	$ 228.00
Task A.2	Prepare General Request For Aid (RFA) Requirements as Required by AV-101 Checklist (dated March 2019) to include all AV Forms, Sketch of Project Area, Project Budget, MS Project Schedule, and Letter of Request from Sponsor. Coordinate Sponsor Approvals on Forms and Letter. Communicate with Sponsor, NCDOA-APM, NCDOA-GA for EBS RFA Readiness. Create File to Track Approval Progress of RFA.		2				6					8	$ 376.00
Task A.3	Finalize Budget and Sponsor Information in EBS for New RFA. Upload Scanned Documentation. Coordinate w/Sponsor for PIN Approval of Application.		2				2					4	$ 228.00
Task A.4	Monitor, Track and Communicate as Necessary with NCDOT-DOA & Sponsor as Grant Application Progresses Through EBS approval phases.		2				2					4	$ 228.00
Task A.5	Provide Grant Administration Assistance Including Preparation of Reimbursement Claims (Assume 6) in Accordance with AV-103 Checklist (dated July 2020) and Updates to Grant Budget. Assist NCDOA-GA with Questions and Requests, etc. Provide Payment Verification and Documentation.		8				18					26	$ 1,282.00
Task A.6	Complete Quarterly Status Reports (Assume 3) and Update Cash Flow Estimate Monthly (Assume 6)		10				18					28	$ 1,436.00
Task A.7	Prepare Change Request for Grant # as Required by AV-102 Checklist (dated July 2019). Coordinate Sponsor Approvals on Forms and Letter. Communicate and Coordinate with Sponsor, NCDOA-APM, NCDOA-GA on Funding Sources and Grant Modification Submission.		1				2					3	$ 151.00
Task A.8	Grant Closeout Coordination with Sponsor and NCDOT-DOA		2				6					8	$ 376.00
Task A.9												0	$ -
TOTAL MAN-HOURS		0	29	0	0	0	56	0	0	0	0	85	
RAW LABOR COSTS PER HOUR		$97.00	$77.00	$64.00	$54.00	$55.00	$37.00	$31.00	$45.00	$44.00	$41.00		
TOTAL LABOR FEES (Without Multiplier)		$0.00	$2,233.00	$0.00	$0.00	$0.00	$2,072.00	$0.00	$0.00	$0.00	$0.00		$ 4,305.00

TOTAL DIRECT LABOR COSTS:			$ 4,305.00
STATE AUDITED OVERHEAD RATES:		Apply Multiplier of:	3.0504
		Overhead Subtotal:	$ 13,131.97
PROFIT:	11.00%	Profit: +	$ 1,444.52
COST OF CAPITAL:	0.000%	Capital Costs: +	$ -
TOTAL LABOR COSTS THIS TASK			$ 14,576.49

TALBERT, BRIGHT & ELLINGTON

MAN-HOUR FEE ESTIMATE
HICKORY REGIONAL AIRPORT
RUNWAY 24 EMAS (DESIGN-BIDDING)

DIVISION OF AVIATION
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

DATE: 10/7/2022

BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS

TASK B	(A-104) DESIGN PHASE - PAGE 1	Principal	Senior Project Manager	Project Manager	Senior Planner	Engineer 5	Engineer 3	Engineer 2	Tech 5	Admin 5	RPR	Total Hours Per Task	Total Task Cost
Task B.1	Preliminary Project Review with Owner / FAA / NCDO	6	12		2	8						28	$ 2,054.00
Task B.2	Develop Project Scope / Contract / Schedule	2	6		2	4				2		16	$ 1,072.00
Task B.3	RFP's and Coordinate Contracts with Subconsultants	2	8			6			2	1		19	$ 1,274.00
Task B.4	Preliminary Estimates		4			8	6					18	$ 970.00
Task B.5	Project Scope / Contract / Schedule Revisions	2	4			2				1		9	$ 656.00
Task B.6	Determine Project Approach	6	6			6			4			22	$ 1,554.00
Task B.7	Coordination / Mtgs with Client / NCDOA	4	12			8	2			2		28	$ 1,914.00
Task B.8	Coordination with Survey and Geotech Subconsultan	4	16			6	4		4	2		36	$ 2,366.00
Task B.9	Coordination with EMAS Subconsultant	6	32			16			12	2		68	$ 4,554.00
Task B.10	MALSR Coordination with FAA	4	24			16			8			52	$ 3,476.00
Task B.11	Geometric Layout Design	2	6			8			8			24	$ 1,456.00
Task B.12	Phasing and Safety Design	4	16			12			12			44	$ 2,820.00
Task B.13	Pavement Design		4			6	6					16	$ 860.00
Task B.14	Drainage Design		8			12	6		12			38	$ 2,038.00
Task B.15	Electrical Design		6			8	4		4			22	$ 1,230.00
Task B.16	Cover Sheet		1			2			1			4	$ 232.00
Task B.17	Quantities and General Notes Plan Sheet		4			8			12			24	$ 1,288.00
Task B.18	Construction Safety and Phasing Plan Sheets and Document		8			12	16		12			48	$ 2,408.00
Task B.19	Demolition Plan Sheets		6			12			16			34	$ 1,842.00
Task B.20	Geometric Layout Plan Sheets		6			12			24			42	$ 2,202.00
Task B.21	Grading and Drainage Plan Sheets		24			40	16		64			144	$ 7,520.00
Task B.22	Drainage Profiles Plan Sheets		8			12		12	16			48	$ 2,368.00
Task B.23	Pavement Elevation Plan Sheets		8			20			24			52	$ 2,796.00
Task B.24	Marking Layout Plan Sheets		12			24			32			68	$ 3,684.00
TOTAL MAN-HOURS		42	241	0	4	268	60	12	267	10	0	904	
RAW LABOR COSTS PER HOUR		$97.00	$77.00	$64.00	$54.00	$55.00	$37.00	$31.00	$45.00	$44.00	$41.00		
TOTAL LABOR FEES (Without Multiplier)		$4,074.00	$18,557.00	$0.00	$216.00	$14,740.00	$2,220.00	$372.00	$12,015.00	$440.00	$0.00		$ 52,634.00

TOTAL DIRECT LABOR COSTS:			$ 52,634.00
STATE AUDITED OVERHEAD RATES:		Apply Multiplier of:	3.0504
		Overhead Subtotal:	$ 160,554.75
PROFIT:	11.00%	Profit: +	$ 17,661.02
COST OF CAPITAL:	0.00%	Capital Costs: +	$ -
TOTAL LABOR COSTS THIS TASK			$ 178,215.78

TALBERT, BRIGHT & ELLINGTON

MAN-HOUR FEE ESTIMATE
HICKORY REGIONAL AIRPORT
RUNWAY 24 EMAS (DESIGN-BIDDING)

DIVISION OF AVIATION
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

DATE: 10/7/2022

BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS

TASK C	(A-104) DESIGN PHASE - PAGE 2	Principal	Senior Project Manager	Project Manager	Senior Planner	Engineer 5	Engineer 3	Engineer 2	Tech 5	Admin 5	RPR	Total Hours Per Task	Total Task Cost
Task C.1	Sediment and Erosion Control Plan Sheets		12			16			24			52	$ 2,884.00
Task C.2	Sediment and Erosion Control Details Plan Sheets		2			6			8			16	$ 844.00
Task C.3	Typical Sections and Pavement Detailss		2			4			6			12	$ 644.00
Task C.4	Electrical Layout Plan Sheets		12			16			20			48	$ 2,704.00
Task C.5	Electrical Details Plan Sheets		6			12			12			30	$ 1,662.00
Task C.6	Miscellaneous Details Plan Sheets		6			8			12			26	$ 1,442.00
Task C.7	Specifications		12			12				6		30	$ 1,848.00
Task C.8	Quantities & Estimates		4			6	8		8			26	$ 1,294.00
Task C.9	Design Review Meetings (Assume 2)	6	12			12	6		6			42	$ 2,658.00
Task C.10	Quality Control Review	4	12			8			4			28	$ 1,932.00
Task C.11	NCDOA and QC Comment Revisions	2	12			20	12		20	4		70	$ 3,738.00
Task C.12	NCDEQ Permitting Assistance		4			6	12		6			28	$ 1,352.00
Task C.13	7460 and CSPP Submission		2			2	4		6			14	$ 682.00
Task C.14	Engineer's Report		8			8			4			20	$ 1,236.00
Task C.15												0	$ -
Task C.16												0	$ -
Task C.17												0	$ -
Task C.18												0	$ -
Task C.19												0	$ -
Task C.20												0	$ -
Task C.21												0	$ -
Task C.22												0	$ -
Task C.23												0	$ -
Task C.24												0	$ -
TOTAL MAN-HOURS		12	106	0	0	136	42	0	136	10	0	442	
RAW LABOR COSTS PER HOUR		$97.00	$77.00	$64.00	$54.00	$55.00	$37.00	$31.00	$45.00	$44.00	$41.00		
TOTAL LABOR FEES (Without Multiplier)		$1,164.00	$8,162.00	$0.00	$0.00	$7,480.00	$1,554.00	$0.00	$6,120.00	$440.00	$0.00		$ 24,920.00

TOTAL DIRECT LABOR COSTS:			$ 24,920.00
STATE AUDITED OVERHEAD RATES:		Apply Multiplier of:	3.0504
		Overhead Subtotal:	$ 76,015.97
PROFIT:	11.00%	Profit: +	$ 8,361.76
COST OF CAPITAL:	0.00%	Capital Costs: +	$ -
TOTAL LABOR COSTS THIS TASK			$ 84,377.72

Exhibit VIII.D.

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR DESIGN/BID SERVICES
RUNWAY 24 EMAS
NCDOT-DOA #: TBD

TALBERT, BRIGHT & ELLINGTON

MAN-HOUR FEE ESTIMATE
HICKORY REGIONAL AIRPORT
RUNWAY 24 EMAS (DESIGN-BIDDING)

DIVISION OF AVIATION
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

DATE: 10/7/2022

BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS

TASK D	(A-104) BIDDING PHASE	Principal	Senior Project Manager	Project Manager	Senior Planner	Engineer 5	Engineer 3	Engineer 2	Tech 5	Admin 5	RPR	Total Hours Per Task	Total Task Cost
Task D.1	Coordinate Advertisement		2							2		4	$ 242.00
Task D.2	Assemble and Distribute Bid Documents		2			2	4		4	6		18	$ 856.00
Task D.3	Prebid Meeting		6			6						12	$ 792.00
Task D.4	Prebid Meeting Minutes		2			2				1		5	$ 308.00
Task D.5	Bidder Questions & Answers	2	12			12			4	2		32	$ 2,046.00
Task D.6	Prepare Addenda		16			16			8	4		44	$ 2,648.00
Task D.7	Bid Opening		4									4	$ 308.00
Task D.8	Bid Tabulation		1			2				1		4	$ 231.00
Task D.9	Review Bids and Minority Goal		2			2						4	$ 264.00
Task D.10	Coordinate Bids and Minority Goal with NCDOA		2									2	$ 154.00
Task D.11	Recommendation of Award		2									2	$ 154.00
Task D.12	Constr. Funding Coord. with Owner, NCDOA, and FA	4	4			4						12	$ 916.00
Task D.13												0	$ -
Task D.14												0	$ -
Task D.15												0	$ -
Task D.16												0	$ -
Task D.17												0	$ -
Task D.18												0	$ -
Task D.19												0	$ -
Task D.20												0	$ -
Task D.21												0	$ -
Task D.22												0	$ -
Task D.23												0	$ -
Task D.24												0	$ -
TOTAL MAN-HOURS		6	55	0	0	46	4	0	16	16	0	143	
RAW LABOR COSTS PER HOUR		$97.00	$77.00	$64.00	$54.00	$55.00	$37.00	$31.00	$45.00	$44.00	$41.00		
TOTAL LABOR FEES (Without Multiplier)		$582.00	$4,235.00	$0.00	$0.00	$2,530.00	$148.00	$0.00	$720.00	$704.00	$0.00		$ 8,919.00

TOTAL DIRECT LABOR COSTS:			$ 8,919.00
STATE AUDITED OVERHEAD RATES:		Apply Multiplier of:	3.0504
		Overhead Subtotal:	$ 27,206.52
PROFIT:	11.00%	Profit: +	$ 2,992.72
COST OF CAPITAL:	0.00%	Capital Costs: +	$ -
TOTAL LABOR COSTS THIS TASK			$ 30,199.23

TALBERT, BRIGHT & ELLINGTON

MAN-HOUR FEE ESTIMATE
HICKORY REGIONAL AIRPORT
RUNWAY 24 EMAS (DESIGN-BIDDING)

DIVISION OF AVIATION
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

DATE: 10/7/2022

BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS

TASK E	(A-102) ENVIRONMENTAL DOCUMENTATION	Principal	Senior Project Manager	Project Manager	Senior Planner	Engineer 5	Engineer 3	Engineer 2	Tech 5	Admin 5	RPR	Total Hours Per Task	Total Task Cost
Task E.1	Scoping Letter				2							2	$ 108.00
Task E.2	Environmental Inventory, Evaluation Analysis, Noise Analysis		6		24	8				2		40	$ 2,286.00
Task E.3	Draft CATEX		4		8					2		14	$ 828.00
Task E.4	Final CATEX		2		6					1		9	$ 522.00
Task E.5												0	$ -
Task E.6												0	$ -
Task E.7												0	$ -
Task E.8												0	$ -
Task E.9												0	$ -
Task E.10												0	$ -
Task E.11												0	$ -
Task E.12												0	$ -
Task E.13												0	$ -
Task E.14												0	$ -
Task E.15												0	$ -
Task E.16												0	$ -
Task E.17												0	$ -
Task E.18												0	$ -
Task E.19												0	$ -
Task E.20												0	$ -
Task E.21												0	$ -
Task E.22												0	$ -
Task E.23												0	$ -
Task E.24												0	$ -
TOTAL MAN-HOURS		0	12	0	40	8	0	0	0	5	0	65	
RAW LABOR COSTS PER HOUR		$97.00	$77.00	$64.00	$54.00	$55.00	$37.00	$31.00	$45.00	$44.00	$41.00		
TOTAL LABOR FEES (Without Multiplier)		$0.00	$924.00	$0.00	$2,160.00	$440.00	$0.00	$0.00	$0.00	$220.00	$0.00		$ 3,744.00

TOTAL DIRECT LABOR COSTS:			$ 3,744.00
STATE AUDITED OVERHEAD RATES:		Apply Multiplier of:	3.0504
		Overhead Subtotal:	$ 11,420.70
PROFIT:	11.00%	Profit: +	$ 1,256.28
COST OF CAPITAL:	0.00%	Capital Costs: +	$ -
TOTAL LABOR COSTS THIS TASK			$ 12,676.97

TBE	MAN-HOUR FEE ESTIMATE HICKORY REGIONAL AIRPORT RUNWAY 24 EMAS (DESIGN-BIDDING)	DIVISION OF AVIATION NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

10/7/2022

BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST
(A-104) GRANT ADMINISTRATION ASSISTANCE

GENERAL PROJECT WORK:

	QTY	DESCRIPTION			UNIT COST	
Travel:						
Personal Mileage	0	Trip(s) in Sedan @	120	miles @	$0.625	$0.00
	0	Trip(s) in Carry-All @	0	miles @	$0.645	$0.00
Per Diem:	0	Breakfast		each	$9.00	$0.00
	0	Lunch		each	$11.80	$0.00
	0	Dinner		each	$20.50	$0.00
	0	Day		each	$41.30	$0.00
	0	Lodging		each	$85.00	$0.00
	0	Incidental Expenses		each	$5.00	$0.00
Rental Car	0	Sedan			$50.00	$0.00
	0	Mileage for Rental Car Only		miles @	$0.20	$0.00
Airfare	0	Flight Origin/Destination & Rate:		each	$250.00	$0.00
Reproduction:	250	8 1/2 x 11 B & W Copies		each	$0.09	$22.50
	100	11 x 17 B & W Copies		each	$0.15	$15.00
	150	8 1/2 x 11 Color Copies		each	$0.83	$124.50
	50	11 x 17 Color Copies		each	$1.66	$83.00
	0	24 x 36 B & W Copies		each	$2.52	$0.00
	0	24 x 36 Color Copies		each	$8.62	$0.00
Shipping / Posta	0	Express Shipping		each	$20.00	$0.00
	0	USPS Postage		each	$5.00	$0.00
					Subtotal	**$245.00**

MISCELLANEOUS DIRECT EXPENSES:

ITEM	QTY	DESCRIPTION		UNIT	UNIT COST	
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
					Subtotal	**$0.00**
					TOTAL:	**$245.00**

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR DESIGN/BID SERVICES
RUNWAY 24 EMAS
NCDOT-DOA #: TBD

TBE	MAN-HOUR FEE ESTIMATE HICKORY REGIONAL AIRPORT RUNWAY 24 EMAS (DESIGN-BIDDING)	DIVISION OF AVIATION NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

10/7/2022

BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST
(A-104) DESIGN PHASE

GENERAL PROJECT WORK:

	QTY	DESCRIPTION			UNIT COST	
Travel:						
Personal Mileage	6	Trip(s) in Sedan @	120	miles @	$0.625	$450.00
	0	Trip(s) in Carry-All @	0	miles @	$0.645	$0.00
Per Diem:	0	Breakfast		each	$9.00	$0.00
	0	Lunch		each	$11.80	$0.00
	0	Dinner		each	$20.50	$0.00
	0	Day		each	$41.30	$0.00
	0	Lodging		each	$85.00	$0.00
	0	Incidental Expenses		each	$5.00	$0.00
Rental Car	0	Sedan			$50.00	$0.00
	0	Mileage for Rental Car Only		miles @	$0.20	$0.00
Airfare	0	Flight Origin/Destination & Rate:		each	$250.00	$0.00
Reproduction:	6000	8 1/2 x 11 B & W Copies		each	$0.09	$540.00
	500	11 x 17 B & W Copies		each	$0.15	$75.00
	2500	8 1/2 x 11 Color Copies		each	$0.83	$2,075.00
	800	11 x 17 Color Copies		each	$1.66	$1,328.00
	400	24 x 36 B & W Copies		each	$2.52	$1,008.00
	200	24 x 36 Color Copies		each	$8.62	$1,724.00
Shipping / Posta	12	Express Shipping		each	$20.00	$240.00
	4	USPS Postage		each	$5.00	$20.00
					Subtotal	**$7,460.00**

MISCELLANEOUS DIRECT EXPENSES:

ITEM	QTY	DESCRIPTION		UNIT	UNIT COST	
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
					Subtotal	**$0.00**
					TOTAL:	**$7,460.00**

TBE	MAN-HOUR FEE ESTIMATE HICKORY REGIONAL AIRPORT RUNWAY 24 EMAS (DESIGN-BIDDING)	DIVISION OF AVIATION NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

10/7/2022

BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST
(A-104) BIDDING PHASE

GENERAL PROJECT WORK:

	QTY	DESCRIPTION			UNIT COST	
Travel:						
Personal Mileage	2	Trip(s) in Sedan @	120	miles @	$0.625	$150.00
	0	Trip(s) in Carry-All @	0	miles @	$0.645	$0.00
Per Diem:	0	Breakfast		each	$9.00	$0.00
	0	Lunch		each	$11.80	$0.00
	0	Dinner		each	$20.50	$0.00
	0	Day		each	$41.30	$0.00
	0	Lodging		each	$85.00	$0.00
	0	Incidental Expenses		each	$5.00	$0.00
Rental Car	0	Sedan			$50.00	$0.00
	0	Mileage for Rental Car Only		miles @	$0.20	$0.00
Airfare	0	Flight Origin/Destination & Rate:		each	$250.00	$0.00
Reproduction:	4600	8 1/2 x 11 B & W Copies		each	$0.09	$414.00
	200	11 x 17 B & W Copies		each	$0.15	$30.00
	1500	8 1/2 x 11 Color Copies		each	$0.83	$1,245.00
	350	11 x 17 Color Copies		each	$1.66	$581.00
	600	24 x 36 B & W Copies		each	$2.52	$1,512.00
	100	24 x 36 Color Copies		each	$8.62	$862.00
Shipping / Posta	8	Express Shipping		each	$20.00	$160.00
	2	USPS Postage		each	$5.00	$10.00
					Subtotal	**$4,964.00**

MISCELLANEOUS DIRECT EXPENSES:

ITEM	QTY	DESCRIPTION		UNIT	UNIT COST	
ADV	1	ADVERTISE FOR BIDS		1	$ 1,800.00	$1,800.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
					Subtotal	**$1,800.00**
					TOTAL:	**$6,764.00**

TBE	MAN-HOUR FEE ESTIMATE HICKORY REGIONAL AIRPORT RUNWAY 24 EMAS (DESIGN-BIDDING)	DIVISION OF AVIATION NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

10/7/2022

BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST
(A-102) ENVIRONMENTAL DOCUMENTATION

GENERAL PROJECT WORK:

	QTY	DESCRIPTION			UNIT COST	
Travel:						
Personal Mileage	0	Trip(s) in Sedan @	120	miles @	$0.625	$0.00
	0	Trip(s) in Carry-All @	0	miles @	$0.645	$0.00
Per Diem:	0	Breakfast		each	$9.00	$0.00
	0	Lunch		each	$11.80	$0.00
	0	Dinner		each	$20.50	$0.00
	0	Day		each	$41.30	$0.00
	0	Lodging		each	$85.00	$0.00
	0	Incidental Expenses		each	$5.00	$0.00
Rental Car	0	Sedan			$50.00	$0.00
	0	Mileage for Rental Car Only		miles @	$0.20	$0.00
Airfare	0	Flight Origin/Destination & Rate:		each	$250.00	$0.00
Reproduction:	200	8 1/2 x 11 B & W Copies		each	$0.09	$18.00
	10	11 x 17 B & W Copies		each	$0.15	$1.50
	100	8 1/2 x 11 Color Copies		each	$0.83	$83.00
	25	11 x 17 Color Copies		each	$1.66	$41.50
	0	24 x 36 B & W Copies		each	$2.52	$0.00
	0	24 x 36 Color Copies		each	$8.62	$0.00
Shipping / Posta	4	Express Shipping		each	$20.00	$80.00
	2	USPS Postage		each	$5.00	$10.00
					Subtotal	**$234.00**

MISCELLANEOUS DIRECT EXPENSES:

ITEM	QTY	DESCRIPTION		UNIT	UNIT COST	
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
					Subtotal	**$0.00**
					TOTAL:	**$234.00**

Darrin L. Reid Surveying and Planning
2729 Gettysburg Place
Claremont, N.C. 28610

Date : August 23,2022

Survey Proposal Hickory Airport 24 EMAS Expansion, Hickory, N.C.
To : Talbert, Bright, and Ellington Engineers
Atten : Michael Player, P.E.
Charlotte, N.C.

Project : TBE Project No. 2709-2202 Proposal Request dated : July 25, 2022

After reviewing your survey requirements for the above referenced project, the cost of peforming the survey work defined for design as disclosed on the attachment provided on approx. 13.5 Acres for the 24EMAS Expansion will not exceed $15,000.00. The actual cost of the survey will be based on actual field and office time spent. An additional 3 days of field work ($3200) is included in this fee. Survey will be based on existing horizontal and vertical control already present on the Airport. Approx. start date to begin work will be Nov. 1,2022 and it will take approx. 60 days to complete. If you have any questions feel free to give me a call. 828-312-5119,

Sincerely, Darrin Reid, PLS

July 14, 2022

Talbert, Bright & Ellington
3525 Whitehall Park Drive, Suite 210
Charlotte, North Carolina 28273

Attention: Mr. Michael Player, PE

Reference: **Proposal for Geotechnical Services**
Runway 24 EMAS
Hickory Regional Airport
Hickory, North Carolina
S&ME Proposal No. 22350518

Dear Mr. Player:

S&ME, Inc. (S&ME) is pleased to submit this proposal for the proposed Runway 24 EMAS project at the Hickory Regional Airport. This proposal describes our understanding of the project, discusses the intended scope of services, outlines the project schedule, and presents the associated compensation for our services.

Background Information

This proposal is based on a telephone conversation and e-mail correspondence between Michael Player of Talbert, Bright & Ellington (TBE) and John Weavil of S&ME on July 7, 2022. The e-mail correspondence included a Request for Proposal (RFP) for geotechnical services. Attached to the RFP was a Geotechnical Exhibit that included proposed borings for a proposed Engineered Material Arresting System (EMAS). In addition, the Geotechnical Exhibit showed the proposed location of a retaining wall north of the EMAS.

We understand that TBE is providing design services for a new EMAS off the end of Runway 24 at the Hickory Regional Airport located at 3101 9th Avenue Drive NW in Hickory, North Carolina. Based on the drawing provided in the RFP and our discussions, the runway will be extended 600 feet northward with the new 200-foot long EMAS at the end (800 feet total). To accommodate the extension and EMAS, a retaining wall will be required off the northeast corner of the EMAS. The design of the retaining wall will be in the contractor's scope of work. However, Mr. Player requested our proposal include geotechnical borings in the proposed wall location.

Based on imagery from Google Earth Pro™, the runway extension and EMAS areas are mostly in an open, accessible grassed field. Information from the Catawba County GIS website indicates that grades in the runway extension/EMAS area slope down to the northwest from about elevation 1,187 to 1,170. These sources also indicate that the proposed retaining wall is on a vegetated slope graded at about 3:1 (H:V). This overall slope appears to be about 50 feet tall. Based on discussion with Mr. Player, we understand the retaining wall could be on the order of 275 feet in length and up to 30 feet in height.

In-place CBR tests were requested for the borings. We recommend substituting the requested in-place CBR testing with Kessler Dual-Mass Dynamic Cone Penetrometer (Kessler DCP) tests as the ASTM Standard D4429 for CBR of Soils in Place has been withdrawn with no replacement.

For the purposes of developing our scope, schedule, and fee, we have assumed that the site will be accessible to on-foot field personnel (escorted by appropriate personnel) during normal daytime hours to help coordinate marking of test locations and utilities. However, we understand the field work must be completed during nighttime hours, which we anticipate will be between 6 pm and 6 am. While badging is not required, a training class is required for driving on site.

Please note our drilling equipment is about 9 feet tall when moving. When drilling, the mast of our rig is about 28 feet tall.

Scope of Services

Geotechnical Exploration

S&ME proposes to offer the following scope of geotechnical services for this project:

- Coordinate field activities with TBE, Hickory Regional Airport, or other appropriate personnel.
- Visit the site to observe site surface conditions and mark test locations.
- Contact North Carolina 811 and subcontract a private utility locating service to have them mark the locations of existing underground utilities in the proposed exploration areas. Please note that by law, 811 utility locators have 3 working days to fulfill an 811 notice.
- Mobilize a power drilling rig mounted on a truck or all-terrain vehicle and crew to the site.
- Core the pavement surface for the boring requested in the paved area (B-1) using a 6- to 8-inch diameter core drill and measure pavement layer thicknesses. The pavement core will not be replaced as it will be taken to our laboratory.
- Perform Kessler Dual-Mass Dynamic Cone Penetrometer (Kessler DCP) tests at every runway extension/EMAS boring location (7 total) to a depth of about 30 inches to estimate field CBR values. The Kessler DCP may be used to estimate in situ soil strength, when soil is bound by overlying pavement or other stabilized layer.
- Drill a total of nine (9) borings at the site. Seven (7) soil test borings are planned for the runway extension/EMAS at the approximate locations provided in the referenced site drawing provided by TBE. The borings will be attempted to a minimum depth of 10 feet. Two (2) soil test borings are planned in the proposed retaining wall location, at the top of the slope. The borings will be attempted to depths of 50 feet to assess the presumed fill soils in the area. The total drilling footage proposed is 170 feet. The borings will include split-barrel soil sampling at 2.5-foot intervals in the top 10 feet and at 5-foot intervals thereafter. The sampler will be driven in accordance with Standard Penetration Test procedures (ASTM D1586). If refusal to drilling equipment is encountered, the boring will be terminated.
- Attempt groundwater measurements in all borings at the time of drilling. A secondary water level measurement will not be attempted.

- Backfill the borings with soil cuttings utilizing a hole closure device near the ground surface at the end of each workday. Grout will be placed at the surface of the boring within the existing pavement section of the runway.
- For the borings in the runway extension area, we will perform laboratory testing consisting of moisture content, sieve analysis, Atterberg limits, standard Proctor, and laboratory CBR's on up to three (3) representative subgrade samples.
- Prepare a geotechnical engineering reports summarizing field and laboratory testing procedures, describing the subsurface conditions at the site, and providing geotechnical conclusions and recommendations. The conclusions and recommendations will address conditions of the existing pavement, design CBR recommendations, proposed pavement thicknesses for the runway extension, and earthwork recommendations. The report will be signed and sealed by a professional engineer registered in North Carolina specializing in geotechnical engineering.

Excluded Services

Without attempting to be a complete list of all or potential services that will be specifically excluded from this proposal and performed by S&ME, the following services are specifically excluded from this proposal.

- Surveying of as-drilled boring locations.
- Retaining wall design/permitting.
- Global Stability Analysis for the retaining wall.
- Attendance at project team meetings.
- Addenda to the geotechnical report to address changes or additions to the proposed project not known to us at the time of this proposal.
- Environmental site assessment (i.e., the assessment of site environmental conditions or testing for the presence of contaminants in the soil, surface water or groundwater).
- Construction-phase services (i.e., monitoring of construction or testing of construction materials).

If any of the excluded services are required, please contact us so that we can modify this proposal or prepare a proposal for additional services.

♦ Limitations

Please note the following limitations regarding the proposed geotechnical services:

- Soil test borings have limitations with assessing debris in existing fills and test pits may be needed to further evaluate the subsurface conditions at this site.
- The generalized subsurface information to be obtained is intended to convey trends in subsurface conditions. The boundaries between strata will be approximate and idealized. They will be developed by interpretations of widely spaced borings. Therefore, actual subsurface conditions may vary between test locations.

Client Responsibilities and Proposal Use

The scope of services, fees, and project schedule presented herein are contingent upon the client fulfilling the following responsibilities:

- Provide access to the site and appropriate site contact information.
- Provide available information on any utilities serving the project site and the presence and accurate locations of hidden or obscure man-made objects relative to boring locations.
- Provide proposed grading information.
- Provide anticipated pavement loading conditions (weekly takeoffs/landings, plane types, airplane weights over or under 60,000 and 100,000 pounds, etc.) and design life prior to the start of our analyses.

This proposal is solely intended for the services described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the Client and S&ME. Use of this proposal and corresponding final report is limited to above-referenced project and client. No other use is authorized by S&ME.

Schedule

Our schedule is dependent upon your completion of those items provided under client responsibilities and our field work can be delayed by adverse weather. S&ME will be prepared to initiate our services upon receipt of written authorization, including but not limited to site visits, coordination of underground utility locating, and marking of test locations.

For several months, we have had a significant drilling backlog which is resulting in longer project lead times. The RFP requested our services be completed within 30 days. Based on our current drilling backlog (approximately 5-6 weeks), **we will not be able to meet your requested timetable**. However, we are proposing to complete the following tasks within the following timeframes after completion of the previous task, reflecting our current drilling backlog. We will endeavor to accelerate this schedule if possible.

1. Mobilize Drilling Crew & Equipment	5-6	weeks
2. Complete Field Work	2	nights
3. Complete Laboratory Testing/Geotechnical Report	2	weeks
Total Duration*	**7-8**	**weeks**

*After receipt of written authorization to proceed.

Please note that draft geotechnical findings, conclusions, and recommendations can normally be given during or upon completion of the field work subject to further engineering analysis.

Compensation

We agree to provide the proposed scope of geotechnical services for a not to exceed fee of **$15,500** as shown on the attached cost estimate. We will not exceed this amount without prior authorization by Talbert, Bright & Ellington. If additional services are required, they can be provided at the hourly and unit rates shown on the attached fee schedule

S&ME will submit monthly progress invoices, and a final invoice upon completion of the proposed services. Each invoice, upon presentation, is due and payable by the client.

Authorization

We understand our services will be authorized via a subconsultant agreement provided by TBE. Upon receipt of the subconsultant agreement, we will execute the agreement, return a copy to you, and proceed with the performance of our services.

Closure

S&ME appreciates the opportunity to submit this proposal to provide geotechnical services for this project. If you should have questions concerning this proposal, or if additional information is required, please contact us.

Sincerely,

S&ME, Inc.

Luis A. Campos, P.E.
Senior Engineer

David A. Bixler II, P.E.
Principal Engineer

John C. Weavil, P.E.
Aviation Area Manager

Attachment: Cost Estimate

Proposal for Runway 24 EMAS
Hickory Regional Airport
Hickory, North Carolina
Prepared for Talbert, Bright & Ellington
S&ME Proposal No. 22350518
July 14, 2022

S&ME Cost Estimate

Field Work					
Item Description	Quantity	Unit	Unit Price	Fee	Notes
Staff Professional II - Site Layout/Safety/Training	6	Hour	$135.00	$810.00	
Lead Driller Driver Training	2	Hour	$100.00	$200.00	
Private Utility Locator	1	Each	$500.00	$500.00	
Mileage (130 miles round trip, assume 3 trips)	390	Mile	$0.710	$276.90	
Drill Rig - Night Rate, Includes Mobilization & Labor	2	Night	$3,800.00	$7,600.00	
Collecting Bulk Samples	3	Each	$70.00	$210.00	
Hole Closure Devices	9	Each	$18.00	$162.00	
				$9,758.90	Total Fieldwork Fee Estimate

Laboratory Testing Fee Estimate					
Item Description	Quantity	Unit	Unit Price	Fee	Notes
Natural Moisture Content	3	Each	$20.00	$60.00	
Atterberg Limits Test	3	Each	$100.00	$300.00	
Grain Size Distribution	3	Each	$100.00	$300.00	
Proctor Compaction	3	Each	$200.00	$600.00	
California Bearing Ratio	3	Each	$225.00	$675.00	
				$1,935.00	Total Laboratory Fee Estimate

Project Management/Reporting Fee Estimate					
Item Description	Quantity	Unit	Unit Price	Fee	Notes
Administrative	2	Hour	$80.00	$160.00	
Staff Professional II - Log Prep, Analysis, Reporting	12	Hour	$135.00	$1,620.00	
Project Engineer III - Analysis, Reporting	4	Hour	$150.00	$600.00	
Senior Professional - Review and Consultation	6	Hour	$225.00	$1,350.00	
				$3,730.00	Total Reporting Fee Estimate

$15,423.90	**Total Fee Estimate**
$15,500	**Fee for Services**

June 29, 2022

Pat Turney, P.E., PLS
Project Manager
Talbert, Bright & Ellington, INC.
3525 Whitehall Park Drive, Suite 210
Charlotte, NC 28273

Subject: **EMASMAX^R Configuration Proposal for 6 Departure EMAS at Hickory Regional Airport (HKY)**

Reference: **Runway 6 Departure End Safety Area**

Dear Pat:

Runway Safe Inc. is pleased to provide the following proposal for EMASMAX^R Configuration of the 6 departure Engineered Material Arresting System (EMAS) at the Hickory Regional Airport. Our EMASMAX^R Configuration fee is USD $59,000.00 per EMAS.

Please refer to Exhibit A, which details the EMASMAX^R Configuration services to be provided while Exhibit B contains the breakdown on our EMASMAX^R Configuration fee.

Please note, the Performance Modeling fee is separated from the EMASMAX^R Configuration Support fee as the Performance Modeling Fee covers the development, maintenance and continued R&D associated with Runway' Safe's proprietary/FAA validated computer model (including obtaining and using manufacturers proprietary aircraft data), which allows us to predict aircraft performances under varying scenarios.

Please do not hesitate to contact me with any questions pertaining to this proposal.

Regards,

Trip Thomas, C.M.
Regional Sales Director
RUNWAY SAFE GROUP
Trip.thomas@runwaysafe.com | +1 856-975-5835 (office), +1 856-759-3131 (mobile)
www.runwaysafe.com

EXHIBIT A

EMASMAX^R Configuration Services

The following work tasks will be accomplished by Runway Safe ("Consultant") in support of the EMASMAX^R installation and configuration described in the Project description. All work of Consultant will be done as a subordinate of the ENGINEER ("Talbert, Bright & Ellington INC."), who will be responsible for all EMASMAX^R Configuration and supervision of Consultant. Consultant will not be providing Professional Engineering Signature/Certification of the EMASMAX^R Configuration, EMASMAX^R Configuration report, project drawings, Statement of Work, specifications, and EMAS product construction; all of which are to be provided by the Engineer.

I-B Arrestor Bed EMASMAX^R Configuration

The Consultant shall:

1.1. Attend meetings and conferences as may be necessary to obtain and supply information and coordination and/or resolve any EMASMAX^R Configuration matters or questions.

1.2. Conduct performance modeling to evaluate arrestor bed configuration for the Project. This will be accomplished through use of Runway Safe's proprietary computer model. EMASMAX^R Configuration will be in accordance with FAA Advisory Circular AC 150/5220-22B Engineered Materials Arresting System (EMAS).

1.3. Provide detailed product installation requirements and guidance to support Prime Consultant in preparation of detailed construction drawings (drawings to be prepared by the Engineer). Information to include longitudinal and side slope requirements for EMAS support pavement, and details of debris deflector, concrete foundation for debris deflector, requirements for pavement ramping, arrestor bed siting, block layout, and block profile.

1.4. Review detailed construction drawings and provide comments and recommendations to ensure EMASMAX^R product requirements have been met.

1.5. Due to the proprietary nature of Runway Safe's computer model and related product EMASMAX^R Configuration methods, production process and product testing method, proprietary EMASMAX^R Configuration information and computer model calculations will remain the exclusive proprietary property of Runway Safe and be retained by Runway Safe and not disclosed to the Engineer/Prime Consultant. Results of computer modeling: Aircraft runway exit speed performance of selected aircraft will be provided by Consultant to the Engineer without restriction, included in an EMASMAX^R Configuration Report.

1.6. Provide preliminary performance modeling EMASMAX^R Configuration as set forth in item 1.2 within four (4) weeks of contract signature. Report will be finalized when all preliminary engineering drawings are made available to Consultant.

EXHIBIT B

COMPENSATION

- Standard EMASMAX[R] Configuration Fee Schedule for one (1) EMASMAX[R] Configuration:

1-C Initial and Preliminary EMAS Arrestor Bed EMASMAX[R] Configuration
Performance Modeling Lump Sum Fee..... .....$40,144

Preliminary EMAS Configuration Support Lump Sum Fee*.....$9,416

Subtotal Initial and Preliminary EMASMAX[R]

Configuration.....$49,560
**Submittal of EMASMAX[R] Configuration Report will complete Preliminary EMASMAX[R] Configuration.*

2-C Final EMASMAX[R] Arrestor Bed Configuration Lump Sum Fee.....$9,440

Total for Runway Safe Services for Single EMAS..... $59,000

- All pricings shown is in U.S. Dollars.
- Proposal is valid for 30 days from time of offer.

APPENDIX D: SCANNED ORIGINAL OF EXECUTED MASTER CONTRACT

CONTRACT
FOR ENGINEERING, PLANNING AND RELATED WORK
FOR
CITY OF HICKORY

This AGREEMENT is made this 6th day of MARCH, 2018 by and between **CITY OF HICKORY**, a body politic and corporate under the Laws of the State of North Carolina, hereinafter called the **OWNER**, and **TALBERT, BRIGHT & ELLINGTON, INC.**, a corporation organized and existing under the laws of the State of North Carolina, hereinafter called the **ENGINEER**.

WHEREAS, the **OWNER** intends planning and engineering services for the future development of Hickory Regional Airport and other improvements and such other work for the **OWNER** as may be mutually agreed to, hereinafter called the Project, and

WHEREAS, the **OWNER** desires to engage a qualified and experienced engineer to perform professional engineering and planning services for a period of five (5) years with an option of extending such services for an additional five (5) years and hereinafter set forth, and the **ENGINEER** has represented that it is qualified to provide such services and desires to do so. The services may include, but are not limited to, the design and construction phases of runway extensions, runway safety areas, airfield pavement overlays, taxiways, aircraft aprons, airfield lighting, NAVAID's, instrument landing systems, fueling systems, hangars, terminal site work, and other projects as determined by the City of Hickory. The services may also include, assisting with land acquisition, master planning, feasibility studies, miscellaneous planning, and other planning and environmental projects as determined by the City of Hickory. These services may also include subcontracted special services such as surveying, geotechnical, environmental, and quality assurance testing.

NOW THEREFORE, the **OWNER** and the **ENGINEER**, for the considerations hereinafter set forth, agree as follows:

GENERAL

For the purpose of this CONTRACT, the Airport Director is hereby designated as the **OWNER**'s representative to act for the **OWNER** in giving approvals and authorizations for the **OWNER** as hereinafter required and set forth. The **ENGINEER** will be notified in writing of any change in representation.

When mutually agreed by the **OWNER** and the **ENGINEER**, and after having received from the **OWNER** written approval of the **ENGINEER**'s Work Authorization, including an estimated cost for specified services, the **ENGINEER** shall provide professional engineering services as described below.

SECTION I – BASIC SERVICES

A. **Project Development Phase:** After authorization to proceed the **ENGINEER** shall:

1. Consult with **OWNER**, state, and federal government agencies (when required) to clarify and define the requirements for the Project and review available data.

2. Advise **OWNER** as to the necessity of **OWNER**'s providing or obtaining from others data or services of the types described in Section II – Special Services. Assist the **OWNER** in contracting for such services.

3. Prepare preliminary design necessary to determine the type, size, and scope of the improvement Project based upon projected aviation activity and current airport standards in effect at the date of this Contract.

4. Prepare preliminary cost estimate for the Project.

5. Make minor revisions to the airport layout plan as necessary to reflect the details of the Project.

6. Prepare preapplications for federal and/or state assistance grants for funding of the Project.

7. Furnish five (5) copies of drawings, sketches, forms, and reports as appropriate to the **OWNER** for submission to government agencies.

8. Assist the **OWNER** in obtaining financing for project.

9. Perform additional work as described and required by the work authorizations.

B. **Design Phase:** After written authorization to proceed the **ENGINEER** shall:

1. In consultation with the **OWNER** and other government agencies through conferences, meetings, or submission of preliminary reports as appropriate, determine the extent of the Project and the design criteria to be used in the final design.

2. Prepare an **ENGINEER**'s report in accordance with FAA criteria, which shall include but not necessarily be limited to:

a. An analysis and reasons for the design choices;

b. An analysis of the manner in which the work will be accomplished; and

c. A project cost estimate based upon the final design.

3. Advise the **OWNER** of needed special services as described in Section II – Special Services and assist the **OWNER** in the evaluation and selection of other professionals to provide special services, such as soil borings, laboratory tests and surveys, or provide such services in accordance with this Contract and any related Work Authorization(s).

4. Prepare final design, contract drawings, specifications, and contract documents. Prepare for review and approval by **OWNER**, his legal counsel, and other advisors contract agreement forms, general conditions, and supplementary conditions, and (where appropriate) bid forms, invitation to bid, and instructions to bidders, and assist in the preparation of other related documents.

5. Assist **OWNER** in submitting appropriate documents to state and federal agencies for necessary approvals, funding grants, and permits.

6. Furnish to the **OWNER** two (2) copies of completed drawings, specifications, reports, estimates, and contract documents.

7. Assistance to the **OWNER** in obtaining bids, tabulations, and analysis of bid results, and furnishing recommendations in connection with the award of construction contracts.

8. Perform additional work as described and required by work authorizations.

C. **Construction Phase:** During the Construction Phase, the **ENGINEER** shall provide the following services:

1. Assistance in preparation of formal contract documents for the award of construction contract.

2. Consult with and advise the **OWNER** and act as provided in the approved construction specifications and contract documents.

3. Make visits to the site at intervals appropriate to the various stages of construction to observe as experienced and qualified design professionals the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the contract documents. **ENGINEER** shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of such work. **ENGINEER** shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), or the safety precautions and programs incident to the

work of Contractor(s). **ENGINEER**'s efforts will be directed toward providing a greater degree of confidence for **OWNER** that the completed work of Contractor(s) will conform to the contract documents, but **ENGINEER** shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the contract documents. During such visits and on the basis of on-site observations, **ENGINEER** shall keep **OWNER** informed of the progress of the work, shall endeavor to guard **OWNER** against defects and deficiencies in such work and may disapprove or reject work failing to conform to the contract documents.

4. Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections, and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction, or to safety precautions and programs incident thereto; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by specifications) maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection which are to be assembled by Contractor(s) in accordance with the contract documents.

5. Review laboratory, shop, and mill test reports and prepare a tabulation or summary of laboratory test results to assist in monitoring the quality of construction.

6. Recommend to **OWNER** change orders and/or supplemental agreements to the construction contract incidental to existing field conditions or improvements in the Project design. Prepare estimates of cost or saving from proposed change order(s), prepare change order(s) along with basis for recommendation, and negotiate on behalf of **OWNER** with the Contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. The **ENGINEER** is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in Project scope or major changes in design concept previously accepted by the **OWNER** where changes are due to causes beyond the **ENGINEER**'s control.

7. Advise the **OWNER** of needed special services and assist the **OWNER** in acquisition of such services as appropriate.

8. Based upon **ENGINEER**'s on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to **OWNER**, based on such observation and review, that the work has progressed to the point indicated, that to the best of **ENGINEER**'s knowledge,

information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment **ENGINEER** will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by **ENGINEER** to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incident thereto or that **ENGINEER** has made an examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or that title to any of the work, materials or equipment has passed to **OWNER** free and clear of any lien, claims, security interests, or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the contract documents.

9. Assist **OWNER** in preparing applications for partial and final payments for submission to government agencies for grant reimbursements.

10. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the contract documents and if each Contractor has fulfilled all of his obligations thereunder so that **ENGINEER** may recommend, in writing, final payment to each Contractor and may give written notice to **OWNER** and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but such recommendation and notice shall be subject to the limitations expressed herein.

11. **ENGINEER** will prepare for **OWNER**, on request, a set of record drawing prints showing those changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by Contractor(s) to **ENGINEER** and which **ENGINEER** considers significant.

12. The **ENGINEER** shall not be responsible for the acts of omission of any Contractor, or subcontractor, or any of the Contractor(s) or subcontractor(s)' agents or employees or any other persons (except **ENGINEER**'s own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release the **ENGINEER** from liability for failure to perform properly duties undertaken by the **ENGINEER** under this Contract.

SECTION II – SPECIAL SERVICES

At written request of the **OWNER**, the **ENGINEER** shall accomplish such special services as required by the **OWNER** to complete the Project. At the option of the **OWNER**, special services

may be provided by the **OWNER** through contracts with other professionals or may be provided by the **ENGINEER**. When the **ENGINEER** is requested to provide special services, such services may be provided by **ENGINEER**'s own forces or through subcontracts with other professionals. Compensation for Special Services provided by **ENGINEER** shall be in accordance with one of the methods identified in Section V – Payment of Services. Special services, which may be requested include, but are not necessarily limited to the following:

A. Land surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.

B. Soils and material investigations including test boring, laboratory testing of soils and materials, related analyses, and recommendations.

C. Engineering surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc.

D. Technical inspection of construction by full time Resident Project Representative, as required and approved by the **OWNER**. When authorized by the **OWNER** the duties, responsibilities and limitations of authority shall be described in Section IV – Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative.

E. Reproduction of additional copies of reports, contract documents, and specifications above the specified number furnished in Section I – Basic Services.

F. Assistance to the **OWNER** as expert witness in litigation arising from development or construction of the Project.

a. The accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the **OWNER** in connection with the Project.

H. Extra work created by design changes, after approval of plans and specifications by the **OWNER** and FAA, and beyond the control of the **ENGINEER**, that may be requested or authorized in writing by the **OWNER** in connection with the Project.

I. Extra work required to revise or prepare contract documents, plans, and specifications to facilitate the award of more than one construction contract, in the event the **OWNER** adopts such construction program.

J. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, **OWNER**'s schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents, or

contract documents when such studies, reports, design documents, or contract documents when such revisions are due to causes beyond **ENGINEER**'s control.

K. Providing renderings or models for **OWNER**'s use.

L. Investigations involving detailed consideration of operations, maintenance, and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow, and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for Project; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by **OWNER**.

M. Additional or extended services during construction made necessary by:

1. Work damaged by fire or other cause during construction.
2. A significant amount of defective or neglected work of Contractor(s).
3. Prolongation of the contract time of any prime contract by more than ten (10) days.
4. Acceleration of the process schedule involving services beyond normal working hours.
5. Default by Contractor(s).
6. The furnishing of a resident project representative other than an employee of the **ENGINEER.**

N. Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting, and balancing); and training personnel for operation and maintenance.

O. Services after completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

SECTION III – RESPONSIBILITIES OF THE OWNER

As a party to this Contract, the **OWNER** shall:

A. Make available for **ENGINEER**'s use all record drawings, maps, soil data, etc.

B. Designate a person to act with authority on **OWNER**'s behalf and respond in a timely manner to submissions by **ENGINEER** providing approvals and authorizations as appropriate so that work may continue at a normal pace.

C. Pay all costs associated with special services authorized by the **OWNER**, and all costs associated with obtaining bids from contractors.

D. Furnish **ENGINEER** as required for performance of **ENGINEER**'s basic services, data prepared by or services of others, including without limitation, core borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic, and utility surveys, property descriptions; zoning, deed, and other land use restrictions; and other special data or consultations not covered herein; all of which **ENGINEER** may rely upon in performing his services.

E. Arrange for access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform his services.

F. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor, and other consultants as **OWNER** deems appropriate for such examination and render decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.

G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consent from others as may be necessary for completion of the Project.

H. Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project, such legal services as **OWNER** may require or **ENGINEER** may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing services as **OWNER** may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspection services as **OWNER** may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.

I. Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope of timing of the **ENGINEER**'s services, or any defect in the work of Contractor(s).

SECTION IV – DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER may furnish a Resident Project Representative, assistants, and other field staff to assist **ENGINEER** in observing performance of the work of the Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, **ENGINEER** shall endeavor to provide further protection for **OWNER** against defects and deficiencies in the work; but, the furnishing of such services will not make **ENGINEER** responsible for or give **ENGINEER** control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the contract documents.

The duties and responsibilities of the Resident Project Representative are limited to those of **ENGINEER** in **ENGINEER**'s agreement with the **OWNER** and in the construction contract documents, and are further limited and described as follows:

A. **General:** Resident Project Representative is **ENGINEER**'s agent at the site, will act as directed by and under the supervision of **ENGINEER**, and will confer with **ENGINEER** regarding his actions. Resident Project Representative's involvement in matters pertaining to the on-site work shall in general be with the **ENGINEER** and Contractor, keeping **OWNER** advised as necessary. Resident Project Representative's contact with subcontractors shall only be through or with the full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with **OWNER** with the knowledge of and under the direction of **ENGINEER**.

B. **Duties and Responsibilities of Resident Project Representative:**

1. Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by Contractor and consult with **ENGINEER** concerning acceptability.

2. Conferences and Meetings: Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences, and other Project related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

   a. Serve as **ENGINEER**'s liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the contract documents; and

assist **ENGINEER** in serving as **OWNER**'s liaison with Contractor when Contractor's operations affect **OWNER**'s on-site operations; and

b. Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the work, according to the contract documents.

4. Shop Drawings and Samples:

   a. Record date of receipt of shop drawings and samples;
   b. Receive samples, which are furnished at the site by Contractor, and notify **ENGINEER** of availability of samples for examination; and
   c. Advise **ENGINEER** and Contractor of the commencement of any work requiring a shop drawing or sample if the ENGINEER has not accepted the submittal.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:

   a. Conduct on-site observations of the work in progress to assist **ENGINEER** in determining if the work is, in general, proceeding in accordance with the contract documents;
   b. Report to **ENGINEER** whenever Resident Project Representative believes that any work is unsatisfactory, faulty, or defective, or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspections, test, or approval required to be made; and advise **ENGINEER** of work that Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval;
   c. Verify that tests, equipment, and systems startup, and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record, and report to **ENGINEER** appropriate details relative to tests, procedures, and startups; and
   d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of the inspections, and report to **ENGINEER**.

6. Interpretation of Contract Documents: Report to **ENGINEER** when clarifications and interpretations of the contract documents are needed and transmit to Contractor clarifications and interpretations as issued by **ENGINEER**.

7. Modifications: Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report with Resident Project Representative's recommendations to **ENGINEER**. Transmit to Contractor decisions as issued by **ENGINEER**.

8. Records:

a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, **ENGINEER**'s clarifications and interpretations of the contract documents, progress reports, and other Project-related documents; and

b. Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to **ENGINEER**.

c. Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of material and equipment.

9. Reports:

a. Furnish **ENGINEER** periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals;

b. Consult with **ENGINEER** in advance of scheduled major tests, inspections, or start of important phases of the work;

c. Draft proposed change orders and work directive changes, obtaining backup material from Contractor and recommend to **ENGINEER** change orders, work directive changes, and field orders; and

d. Report immediately to **ENGINEER** and **OWNER** upon the occurrence of any accident.

10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to **ENGINEER**, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

11. Certificates, Maintenance, and Operations Manuals: During the course of the work, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to **ENGINEER** for review and forwarding to **OWNER** prior to final payment for work.

12. Completion:

a. Before **ENGINEER** issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction;

b. Conduct on-site review in the company of **ENGINEER, OWNER**, and Contractor and prepare a final list of items to be completed or corrected; and

c. Observe that all items on final list have been completed or corrected and make recommendations to **ENGINEER** concerning acceptance.

C. **Limitations of Authority:** Resident Project Representative shall not:

1. Authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by **ENGINEER**.

2. Exceed limitations of **ENGINEER**'s authority as set forth in the contract documents.

3. Undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.

5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.

5. Accept shop drawing or sample submittals from anyone other than Contractor.

7. Authorize **OWNER** to occupy the Project in whole or in part.

8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by **ENGINEER**.

SECTION V – PAYMENT OF SERVICES

The **OWNER** agrees to compensate the **ENGINEER** for services performed in accordance with one of the following methods as hereinafter set forth. The method of payment and the amount for specified services shall be detailed in a Work Authorization, which shall be prepared by the **ENGINEER** and submitted to the **OWNER** for review and approval. The receipt of an approved Work Authorization will constitute the **ENGINEER**'s Notice-to-Proceed.

The **ENGINEER** is not to undertake any work prior to the receipt of an approved Work Authorization executed and approved by the **OWNER**.

A. **Methods of Payment:** One or more of the following methods of payment shall be used and the method for each phase of the work shall be stated in the appropriate Work Authorization:

1. Per Diem: Under this method of payment, the **ENGINEER**'s compensation will be equal to the hours expended on a Project times the rates established in a Work Authorization, which shall be inclusive of all overhead and profit; plus payment for direct nonsalary expenses. The current rates for labor and expenses shown in Exhibit "B" to this Contract shall be applicable. These rates include salaries, payroll costs, overhead and profit. These rates shall remain valid until July 2011. Subsequent annual adjustments to these rates may be made by the **ENGINEER** in July of each successive year.

2. Lump Sum: For work that can be defined and delineated in advance, payment to the **ENGINEER** will be made on the basis of a lump sum. The agreed lump sum shall represent full payment for all payroll, overhead, profit, and other direct nonsalary expenses as hereinafter described. The lump sum will neither increase nor decrease unless there should be a change in the scope, complexity, or duration of the work. In that event, the lump sum would be subject to renegotiation.

B. **Terms and Conditions:** The basis of compensation described is based upon the following conditions:

1. Time charged to the Project by office engineering personnel will include the time that the applicable employees are engaged in actual work on the Project at the **ENGINEER**'s office, at the site of the Project, or travel status in connection with the Project.

2. Only the personnel needed and required to accomplish the services in keeping with the prescribed schedule shall be assigned to the Project.

3. Charges will not be made to the Project during periods of sickness, vacation, or at any other times when personnel assigned are not gainfully employed on the work.

C. **Payment Schedules:**

1. Invoices shall be due and payable within 30 days after the date of invoice. A service charge of one (1) percent per month shall be added to all overdue accounts.

SECTION VI – MISCELLANEOUS PROVISIONS

A. **Estimates:** Since the **ENGINEER** has no control over the cost of labor and materials or over competitive bidding market conditions, the estimates of construction cost provided for herein are to be made on the basis of experience and qualifications, but the **ENGINEER** does not guarantee

the accuracy of such estimates as compared to the Contractor's bids of the Project construction cost.

B. **Extra Work:** It is mutually understood and agreed that the **OWNER** will compensate the **ENGINEER** for services resulting from significant changes in general scope of the Project or its design, including but not necessarily limited to, changes in size, complexity, Project schedules, character of construction, revisions to previously accepted studies, reports, design documents, or contract documents, and for preparation of documents for separate bids, when such revisions are due to causes beyond the **ENGINEER**'s control and when requested or authorized by the **OWNER**. Extra work may also include special services as identified in Section II – Special Services. Compensation for extra work and any associated special services shall be in accordance with one of the methods identified in Section V – Payment of Services.

C. **Reuse of Documents:** All documents, including drawings and specifications prepared by **ENGINEER** pursuant to this Contract, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by **OWNER** or others on extensions of the Project or on any other Project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purposes intended will be at **OWNER**'s sole risk and without liability or legal exposure to **ENGINEER**; and **OWNER** shall indemnify and hold harmless **ENGINEER** from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle **ENGINEER** to further compensation at rates to be agreed upon by **OWNER** and **ENGINEER**. Notwithstanding these provisions the **OWNER** shall be provided upon request a reproducible copy of any drawing produced under this Contract at the cost of reproduction.

D. **Responsibility of the ENGINEER:**

1. The **ENGINEER** shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the **ENGINEER** under this Contract.

2. Approval by the **OWNER** or FAA of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the **ENGINEER** of his responsibility for the technical adequacy of his work.

E. **Period of Services:**

1. The provisions of this Section and the various rates of compensation for **ENGINEER**'s services provided for elsewhere in this Contract have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the construction phase. **ENGINEER**'s obligation to render services hereunder will extend for a period, which may reasonably be required for the design, award of contracts, and construction of the Project.

2. If **OWNER** has requested significant modifications or changes in the extent of the Project, the time of performance of **ENGINEER**'s services and his various rates of compensation shall be adjusted appropriately.

3. If **OWNER** fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, **ENGINEER** may, after giving seven (7) days' written notice to **OWNER**, suspend services under this Contract.
4. If **ENGINEER**'s services for design or during construction of the Project are delayed or suspended in whole or in part for reasons beyond **ENGINEER**'s control, **ENGINEER** shall on written demand to **OWNER** (but without termination of this Contract) be paid as provided for in Section V – Payment of Services. If such delay or suspension extends for more than one (1) year for reasons beyond **ENGINEER**'s control, or if **ENGINEER** for any reason is required to render services more than one (1) year after substantial completion, the various rates of compensation provided for elsewhere in this Contract shall be subject to an increase not to exceed ten (10) percent per year.

F. **Termination:**

1. This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligation under this Contract through no fault of the terminating party provided that no such termination may be effected unless the other party is given:

   a. Not less than ten (10) calendar days written notice of intent to terminate; and
   b. An opportunity for consultation with the terminating party prior to termination.

2. This Contract may be terminated in whole or in part in writing by the **OWNER** for its convenience provided that such termination is for good cause (such as legal or financial reasons or major changes in the work program requirements) and that the **ENGINEER** is given:

   a. Not less than ten (10) calendar days written notice of the intent to terminate; and
   b. An opportunity for consultation with the terminating party prior to termination.

3. This Contract may be terminated in whole or in part in writing by the **OWNER** for its convenience provided that such termination occurs at the completion of a phase of work or work authorization and that the **ENGINEER** is given:

   a. Not less than ten (10) calendar days written notice of the intent to terminate; and
   b. An opportunity for consultation with the terminating party prior to termination.

4. Upon receipt of a termination notice, the **ENGINEER** shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the **OWNER** copies of all data, drawings, specifications, report estimates, summaries, and such other information and materials as may be accumulated by the **ENGINEER** performing this Contract, whether completed or in process.

5. If this Contract is terminated by either party, the **ENGINEER** shall be paid for services rendered and any expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by the **ENGINEER** relating to commitments, which have become firm prior to termination. If the termination of the Contract occurs at the conclusion of one phase and prior to authorization of the **OWNER** to begin the next phase, payment by the **OWNER** of the completed phase shall be considered full compensation due the **ENGINEER**. If Contract is terminated by the **OWNER** for default of the **ENGINEER**, the amount due the **ENGINEER** may be adjusted to the extent of any additional cost incurred by the **OWNER** as a result of the **ENGINEER**'s default.

G. **Remedies:** Except as may be otherwise provided in this Contract all claims, counter claims, disputes, and other matters in question between **OWNER** and the **ENGINEER** arising out of or related to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the **OWNER** is located.

H. **Professional Liability: ENGINEER** maintains professional liability coverage for damages as a result of our negligent acts, errors, or omissions. Our liability for this project will be limited to $1,000,000 for its negligent acts, errors, or omissions. If the OWNER desires a higher limit of liability, then an additional fee to offset the additional cost associated with a higher limit of liability can be negotiated. Upon request, a certificate of insurance will be provided as proof of coverage.

I. **Audit: Access to Records:**

1. The **ENGINEER** shall maintain books, records, documents, and other evidence directly pertinent to the work under this Contract in accordance with generally accepted accounting principles and practices. The **OWNER**, FAA, Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, records, and other evidence which relates directly to the Project for the purpose of examination, audit, excerpts, and transcriptions.

2. Records described above shall be maintained and made available during the performance under this Contract and for a period of three (3) years after the **OWNER** makes final payment.

J. **Civil Right Assurance:** During the performance of this Contract, the **ENGINEER**, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontractors, including procurements of materials and equipments. In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Report: The Contract shall provide all information and reports required by Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the **OWNER** or FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the **OWNER** shall impose such Contract sanctions as it or the FAA determine to be appropriate, including but not limited to:

   a. Withholding of payments to the Contractor under the Contract until the Contractor complies; and/or

   b. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs 1 through 5 of Section VI, J, in every subcontract, including procurements of materials and

leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the **OWNER** or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with subcontractor or supplier as a result of such direction, the Contractor may request the **OWNER** to enter into such litigation to protect the interests of the **OWNER** and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

K. **Minority Business Enterprise (MBE) Assurances:**

1. Policy: It is the policy of the DOT that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Contract. Consequently, the MBE requirements of 49 CFR Part 23 applies to this Contract.

2. MBE Obligation: The Contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with federal funds provided under this Contract. In this regard, all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform Contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted Contracts.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the date and year first written above.

OWNER:

CITY OF HICKORY

BY: _____

TITLE: City Manager

DATE: 2-13-18

WITNESS: Debbie D. Miller, City Clerk

ADDRESS:

76 North Center Street
Hickory, NC 28601

ENGINEER:

TALBERT, BRIGHT & ELLINGTON, INC.

BY: _____

TITLE: Vice President

DATE: 03-06-18

WITNESS: _____

ADDRESS:

3525 Whitehall Park Drive
Suite 210
Charlotte, North Carolina 28273

Approved as to form

_____
City of Hickory – Legal Dept.

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

_____
City of Hickory
Finance Officer

EXHIBIT "A"

CITY OF HICKORY
HICKORY REGIONAL AIRPORT
HICKORY, NORTH CAROLINA
(insert project name)
WORK AUTHORIZATION FOR PROFESSIONAL SERVICES
WORK AUTHORIZATION NO. *insert number (i.e., xx-xx)*
DATED: *(insert date)*
TBI PROJECT NO. *(insert project number)*

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

Scope of Services: ***(insert description of work to be performed)***

Time Schedule: Work shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer. ***(OR insert time frame agreed upon)***

Cost of Services: The method of payment shall be in accordance with Section V – Payment of Services of the Master Contract (dated ***insert master contract date)***. Paragraphs A and B of Section V will apply. The total value of this Work Authorization shall not exceed ***$insert amount*** without additional authorization.

Agreed as to Scope of Services, Time Schedule, and Cost of Services:

OWNER: **CITY OF HICKORY**	**ENGINEER:** **TALBERT, BRIGHT & ELLINGTON, INC.**
BY:	BY: Vice President
TITLE:	TITLE:
DATE:	DATE:
WITNESS:	WITNESS:

EXHIBIT "A-1"

SCOPE OF SERVICES

EXHIBIT "A-2"

PROFESSIONAL FEE SUMMARY

EXHIBIT "A-3"

SPECIAL SERVICES

EXHIBIT "B"

BILLING RATES
Effective September 12, 2017

Position	Published Bill Rate	Published OT Rate
Principal	210.00	210.00
Project Manager	190.00	190.00
Project Manager's Assist. I	73.00	73.00
Project Manager's Assist. II	84.00	84.00
Project Manager's Assist. III	108.00	108.00
Project Manager's Assist. IV	140.00	140.00
Engineer I	75.00	75.00
Engineer II	92.00	92.00
Engineer III	108.00	108.00
Engineer IV	128.00	128.00
Engineer V	165.00	165.00
Grant Admin I	68.00	102.00
Grant Admin III	90.00	90.00
Planner I	62.00	62.00
Planner II	78.00	78.00
Planner III	89.00	89.00
Planner IV	102.00	102.00
Planner V	115.00	115.00
Senior Planner	138.00	138.00
Environmental Specialist	105.00	105.00
Senior Designer	115.00	115.00
Technician I	55.00	82.50
Technician II	68.00	102.00
Technician III	82.00	123.00
Technician IV	90.00	135.00
Technician V	98.00	147.00
Admin I	53.00	79.50
Admin II	58.00	75.00
Admin III	63.00	82.50
Admin IV	68.00	102.00
Admin V	76.00	114.00
Accountant I	53.00	53.00
Accountant II	66.00	66.00
Accountant III	80.00	80.00
Accountant IV	105.00	105.00

8

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Karen Dickerson, Community Development Manager

Contact Person: Karen Dickerson, Community Development Manager

Date: January 25, 2023

Re: Small Business Loan Applicant Premier Screen Printing

REQUEST

Approve small business loan for applicant Premier Screen Printing

BACKGROUND

In its 2020-2024 Consolidated Plan for Housing and Community Development, the City of Hickory identified increasing entrepreneurship opportunities as a high priority need. This includes a program of small business loans for businesses looking for funding to take their business to the next level and with the intent of creating jobs for low to moderate income persons.. The Small Business Loan program offers loans of up to $20,000 to business owners for business equipment. Applicants are required to submit a business plan and have a counseling session with a local business support organization and to create jobs for low to moderate income persons.

ANALYSIS

Steve Shuford has applied for a Small Business Loan to support and enhance his business, Premier Screen Printing, Inc. His business has produced screen printed clothing and promotional projects for clients locally and across the Carolinas for 34 years.

He is requesting a small business loan in the amount of $20,000 to purchase an all-electric fully automatic screen printing press with 10 stations and eight colors that will allow him to decrease his printing time and increase his overall output in order to grow his business and hire two full time employees The Business Development Committee reviewed the application and recommends approval of the loan in the amount of $20,000. More information can be found in the attached agreement, which contains the original application.

RECOMMENDATION

Staff recommends that City Council approve the Small Business Loan agreement with Premier Screen Printing, Inc.

BUDGET ANALYSIS:

Budgetary Action	Yes	No
Is a Budget Amendment required?	☐	☒

LIST THE EXPENDITURE CODE:
059-1533-558-38-85
059-1534-558-38-34
059-1535-558-38-34

Reviewed by:

Dave Leonetti (DGL)	1/25/2023		1-27-23
Initiating Department Head	Date	Deputy City Attorney, A. Dula	Date
	1/30/23		1/31/23
Asst. City Manager Rodney Miller	Date	Asst. City Manager, R. Beasley	Date
	1/31/23		1-31-23
Finance Officer, Melissa Miller	Date	Purchasing Manager	Date
	Date		

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

City Manager, W. Wood

1-31-23
Date

Revised: June 5, 2015

STATE OF NORTH CAROLINA

CDBG SMALL BUSINESS LOAN AGREEMENT

COUNTY OF CATAWBA

THIS SMALL BUSINESS LOAN AGREEMENT (the "Loan Agreement") is dated the ____ day of _____, 2020 and is between the CITY OF HICKORY, Post Office Box 398, Hickory, North Carolina, 28603 (the "City") and *Premier Screen Printing, Inc*, a North Carolina limited liability company with a place of business located at *826 2nd Ave SW*, Hickory, North Carolina, 28602 (the "Company", which may also be called the "Borrower");

BACKGROUND:

The City has established a small business loan program to assist new or expanding small businesses in Hickory in order to encourage the employment of low to moderate income workers and encourage small business entrepreneurship. The loan program is a competitive low interest program funded with Community Development Block Grant (CDBG) funds and intended to comply with the Community Development Block Grant Entitlement Program administered by the U.S. Department of Housing and Urban Development (HUD). Provided the Company meets the criteria established under the program's guidelines and the terms of this Agreement, a portion of the loan shall be forgivable. The City and the Company enter into this Loan Agreement for the purpose of confirming the terms and conditions of the Loan.

THEREFORE, based upon the foregoing premise and the mutual covenants hereinafter contained, the City and the Company agree:

1. Loan

The City will loan to the Company the sum of TWENTY THOUSAND DOLLARS ($20,000) (the "Loan" or "Loan Amount") for the uses and purposes specified in this Loan Agreement. The Loan Amount will be paid by the City of Hickory directly to a third party vendor from which business equipment is being purchased. No loan payouts will be made directly to the owner of the business but to third party vendor that is selling equipment to the business to which the loan is being made.

Upon the execution of this Agreement, the City shall request funding from HUD under the Community Development Block Grant Entitlement Program and as HUD funds its grant to the City, the City will likewise fund the loan. Funding of this Loan from local monies in advance of HUD funding is at the sole discretion of the City.

2. Repayment

(a) Promissory Note. For value received (the Loan) the Company promises to pay to the City the principal sum of TWENTY THOUSAND DOLLARS ($20,000), together with interest thereon at the rate of FOUR PERCENT (4%) per annum on the unpaid balance until fully paid or until default, the principal and interest being payable in the lawful money of the United States at:

City of Hickory
76 N Center Street
Post Office Box 398
Hickory, NC 28603

If not sooner paid, the indebtedness shall be due and payable nine (9) years (the "term") from the date the Loan amount is advanced to the Company.

The principal sum and any accrued, but unpaid interest, may be prepaid in full or in part at any time; however, full and partial prepayment within the first five (5) years of the term will affect and reduce the amount of the loan forgiveness under paragraph (c) of this section.

(b) Amortization Schedule. The Loan, together with the interest due thereon, shall be paid to the City (subject, however, to the forgiveness of a portion of the Loan as specified in Paragraph (c) below) in 108 consecutive monthly installments of $220.82, the first such installment becoming due and payable on or before the last day of the month next following the advancement of the Loan and a like installment due and payable each month thereafter until paid in full as evidenced and shown on the amortization schedule which is attached hereto and incorporated herein as Exhibit "A".

(c) Forgiveness. Provided the Company has fully complied with all of the terms and conditions of this Loan Agreement, the repayment of one-half of the Loan amount (that is approximately $10,000) shall be entirely and forever forgiven at the end of sixty (60) months and this Note shall be marked "paid in full"; however, if the Company shall fail to comply with the terms of this Loan Agreement or shall be deemed to be in default in accordance with (e) of this section, the City may, in its discretion, elect not to forgive the payment of any portion of the Loan amount.

In order to forgive the repayment of one-half (1/2) of the Loan amount, the monthly payment due and payable as the 60th monthly payment may be adjusted and the final payment may therefore be a partial payment only. The Company shall not be entitled to have any portion of the principal loan amount and any accrued interest forgiven, if the loan is partially or fully repaid during the first year of the term.

If the Company partially or fully prepays the loan during years two through five (2-5) of the term, the principal loan amount forgiven will be prorated based upon the number of months that have expired at the time of such prepayment, illustrated by the following example:

EXAMPLE

Assuming that there is a prepayment of the loan amount at the end of forty (40) months, the amount forgiven will be equal to the fraction 40/108 x the forgiven amount of $7,500, but only if the Company has otherwise complied with and has qualified for the forgiveness of a portion of the loan, illustrated by the following example:

If the Company has timely paid each monthly payment and has met those goals set out in its business plan for the first forty (40) months of the term and the Company then prepays the loan, the amount of the principal payment forgiven with be calculated as follows:

40/108 x $7,500 = $3,777.25
(amount of principal forgiven)

The principal amount of $10,061.73 (the outstanding principal balance owed after 40 payments) would therefore be reduced by $3,777.25 (the forgiven amount) and by paying $6,284.48 plus any accrued interest, the Company will have fulfilled its obligations under the Loan Agreement and the Company will be entitled to have this Loan Agreement and the Promissory Note contained herein cancelled.

(d) Other Conditions for Promissory Note. Each monthly installment shall be due and payable on or before the last day of the month by automated bank draft. Payments shall become delinquent of not paid by the 5th day of the calendar month in which case a late payment penalty in the amount of FIVE PERCENT (5%) of the payment then due shall be added to the payment.

Payments received by the City shall be applied first to the payment of any late payment penalty, then to the payment of interest accrued to the date of payment and with the remainder to be applied to the unpaid principal.

(e) Default. In the event of default in the payment of any installment of principal interest or any late payment penalty as the same becomes due and if such default is not cured within ten (10) days from the due date or if there is a default under the terms of this Loan Agreement and such default is not cured within fifteen (15) days after written notice to the Company, then in either such event, the City may, without further notice, declare the remainder of the principal sum, together with all interest and penalties accrued thereon at once due and payable. However, the City's failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time. The parties to this Agreement, including any guarantors, hereby waive protest, presentment, notice of dishonor and notice of acceleration of maturity. Further, upon the default of the Company, the City may employ the services of an attorney to enforce its right and remedies and the Company and any guarantors hereby agree to pay to the City reasonable attorney fees not exceeding a sum equal to FIFTEEN PERCENT (15%) of the outstanding balance owing on this Note, plus all other reasonable expenses actually incurred by the City in exercising and protecting its rights hereunder.

3. Use of Loan Funds

The proceeds of this Loan shall only be used by the Company for purposes approved by the City, specifically including those purposes identified as eligible uses in the Community Development Block Grant Small Business Loan Program Guidelines (the "Guidelines") and Application Materials, a copy of which are attached to this Loan Agreement and incorporated herein as Exhibit "B". The funds shall not be used for any purpose identified as an ineligible use is those Guidelines nor shall the funds be used for any purpose which would cause the City to be in violation of HUD rules restricting the use of CDBG funds. Prior to using the funds for any purpose not specifically approved by the Guidelines, the Company shall secure the approval of the City; however, the Company shall be entitled to rely upon the advice and direction provided by the person administering this Small Business Loan Program on behalf of the City.

4. Representations

Under the Small Business Loan Program Guideline, only businesses that primarily employ people with low to moderate incomes, as determined by HUD standards, may qualify for a loan. The Borrower has submitted a Business Plan, incorporated herein as Exhibit "C", and has represented that the Company intends to hire at least one (1) new full-time equivalent employee meeting the low to moderate income eligibility guidelines established annually by HUD. At least fifty-one percent (51%) of total jobs created shall be held or made available to low and moderate income persons in accordance with HUD requirements.

The Company represents to the City, as a condition of qualifying for the loan that the information and statements contained in or made by the Company in its Business Plan pertaining to profit goals, hiring goals, and its intent to maintain a place of business within the Hickory city limits for not less than five (5) years are true and accurate to the best of the Company's information and belief.

5. Other Conditions

In order to qualify for the forgiveness of the repayment of up to one-half (1/2) of the Loan amount and as a specific condition of complying with this Loan Agreement, the Company shall:

(a) Make all monthly payments when due, and

(b) Remain in business and operate a local place of business at 826 2nd Ave SW Hickory, NC 28602, or at some other place approved by the City within the City limits at all times for a period of not less than five (5) consecutive years as indicated in its Business Plan. The failure to operate and be open for business for more than two (2) consecutive weeks or only on an intermittent basis that is inconsistent with the Business Plan submitted by the Company, will be deemed to be a violation of this obligation, and

(c) Throughout the term of the Loan, employ and retain the required number of low to moderate income eligible employees as indicated in its business plan and meet the projections, goals and representations made in the Business Plan, and

(d) Submit a quarterly report, beginning the first calendar quarter after the Company opens for business to be delivered for four (4) consecutive quarters within thirty (30) days after the end of each quarter; and after those four (4) quarters, to submit one semi-annual report for the first half of the calendar year, and beginning with the third year of operation, to submit an annual report within thirty (30) days after year end. Such reports, whether quarterly, semi-annual or annual, shall provide financial information including but not limited to a profit and loss statement and the most recent Form NCU1-101, and

(e) Comply with any other requirement set out in this Loan Agreement.

The failure of the Company to meet the goals established by its Business Plan or to otherwise comply with the above requirements set out above, shall disqualify the Company from having one-half (1/2) of the Loan amount forgiven at the end of sixty (60) months and the City may, without further notice, then declare the remainder of the principal sum, together with all accrued interest thereon, at once due and payable. In that event, the City shall give written notice to the Company that it has elected to accelerate the payment of the outstanding principle balance of the loan amount together with all accrued interest and the Company shall then pay such balance in full without any offset, deduction or forgiveness.

Should the Company partially meet those goals set out in its Business Plan, or meet some of the goals, but not others, then, and in that event, the City may forgive a portion of the balance owed; however, the portion of the outstanding balance owed to be forgiven shall be determined by the City in its sole discretion.

6. Security Agreement

The City shall have the right to require the Company to secure its performance of this Loan Agreement, including the repayment of all sums owed under this Loan Agreement, by granting a security interest in any equipment, fixtures, furniture or other personal property (collectively the "Collateral") purchased with the loan proceeds. By executing this Agreement, the Company grants to the City a continuing security interest in the Collateral to secure its obligations under this Agreement.

The Company shall also provide the City with a properly executed and issued financing statement (UCC1), prepared and approved by the City in form and number sufficient for filing wherever required with respect to the collateral described above in order that the City shall have a duly perfected security interest of record in the collateral.

None of the collateral shall thereafter be removed from the local business premises at 826 2nd ave SW Hickory, NC 28602, Hickory, North Carolina, except in the normal course of business unless the prior written consent of the City is first given.

The security interest granted to the City shall be a first lien security interest unless otherwise agreed to by the City.

Should the Company fall to make any payment required under this Loan Agreement as the same shall become due and payable or should the Company fail to comply with the terms and conditions of this Agreement, the City shall have all of the rights and remedies of a secured party under the Uniform Commercial Code in effect in the State of North Carolina and under any other applicable law, all of which rights and remedies shall cumulative including the right to repossess the collateral or any part thereof and to enter upon the premises to assert and/or protect the City's rights without being considered as a trespasser thereon.

To that end, this Loan Agreement shall also be considered as a security agreement issued in accordance with Chapter 25 of the North Carolina General Statutes granting the City a security interest in and a lien on the collateral described above and the rights, duties and obligations of the party shall be determined in accordance with Chapter 25 of the North Carolina General Statutes, cited as or referred to as the Uniform Commercial Code, all of which is incorporated herein by reference and made binding upon the parties hereto.

7. Inspections and Certificates

In order to determine that the Company has complied with the terms and conditions of this Loan Agreement, the City shall have the right to inspect the Company's records for the purpose of determining that all Loan funds have been used in accordance with this Agreement, that the job retention and creation goals have been met and that the Company has remained in operation at its current location for the full five (5) years required hereunder. The Company shall provide the City with any business records at reasonable intervals and upon reasonable requests by the City.

8. Additional Assurances

Both the City and the Company shall execute and issue all other instruments, agreements, certifications and assurances reasonably necessary in order to carry out the terms of this Loan Agreement and to fully implement the transaction contemplated herein.

9. Informalities

No failure to exercise and no delay in exercising on the part of the City any right, power or privilege, shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege under this Loan Agreement preclude any other or further exercise thereof, it

being agreed that informalities observed during the administration of this Loan Agreement or one occasion shall not act as a waiver of the right to insist upon strict compliance with this Loan Agreement on any other or on any subsequent occasion.

10. Entire Agreement

This Loan Agreement and the attachments hereto represent the entire agreement of the parties and there are no other understandings or agreements between the parties except for this Agreement.

11. Federal Provisions

The company shall comply with the Federal Provisions listed in Exhibit A and Exhibit B which are fully incorporated herein by reference.

12. Governing Laws

This Agreement shall be governed by the laws of the State of North Carolina.

13. Guarantors

The repayment of the loan amount by the Company in accordance with the terms of this Loan Agreement is personally and individually guaranteed by the guarantors who sign below as guarantors.

13. E-Verify

Borrower hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with A1ticle 2, Chapter 64 of the North Carolina General Statutes. Borrower further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). Borrower hereby pledges, attests and warrants through execution of this Agreement that Contractor complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by Borrower shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Loan Agreement to be effective as of the date first set out above.

CITY OF HICKORY

By:_____(SEAL)
Hank Guess, Mayor

Attest: (SEAL)

_____
Debbie D. Miller, City Clerk

Approved as to form and legality on behalf of the City Of Hickory Only:

_____
Attorney for the City of Hickory

_____
Melissa Miller, Finance Officer

GUARANTY

The undersigned, and if more than one, each of them, jointly and severally guarantee the payment of any and all obligations due and to become due by Premier Screen Printing, Incorporated, under the Loan Agreement.

Date: 1/26/2023 By: _____

Date:_____ By:_____

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

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

Witness my hand and seal this _____ day of _____, 2023.

_____

(Seal) Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

I, Charity F. Nash, a Notary Public of the County and State aforesaid certify that Steven Clay Shuford personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal this 26th day of January, 2023.

CHARITY F NASH
My Commission Expires
NOTARY
PUBLIC
10-31-26
CATAWBA COUNTY, NC

(Seal)

Charity F. Nash

Notary Public

My Commission Expires: 10-31-2026

Amortization Calculator

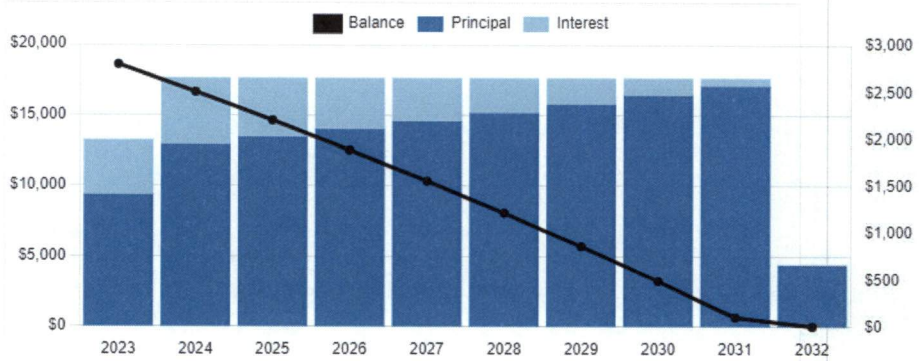
Loan Amount	$ 20000.00
Interest Rate	4.000 %
Term	9 Yr
Start Date	03/01/2023

Calculate

Share Results: https://www.calculatestuff.com/financial/loan-amortizatic

$220.82
Monthly Payment

$23,848.44	$3,848.44	Mar 2032
Over 108 Payments	Total Interest	Pay-off Date



Amortization Schedule

Yearly Amortization | Monthly Amortization

Year	Principal	Interest	Total Paid	Balance
2023	$1,406.02	$581.36	$1,987.38	$18,593.98
2024	$1,941.41	$708.43	$2,649.84	$16,652.57
2025	$2,020.53	$629.31	$2,649.84	$14,632.04
2026	$2,102.84	$547.00	$2,649.84	$12,529.20

2027	$2,188.51	$461.33	$2,649.84	$10,340.69
2028	$2,277.68	$372.16	$2,649.84	$8,063.01
2029	$2,370.46	$279.38	$2,649.84	$5,692.55
2030	$2,467.03	$182.81	$2,649.84	$3,225.52
2031	$2,567.56	$82.28	$2,649.84	$657.96
2032	$657.96	$4.38	$662.34	$0.00
Totals	**$20,000.00**	**$3,848.44**	**$23,848.44**	

How to Prepare an Amortization Schedule

Article by: Keltner Colerick

Here we are going to build out an amortization schedule for a loan, and it's going to be one of those exercises like in high school where your teacher made you do it by hand, yet the entire time you were probably thinking, "this would be much easier with a calculator." The good thing is that, in real life, we can use Excel, an online calculator, or some type of online spreadsheet to make our lives much easier. That being said, I'm going to show how to do it by hand because, in order to build out a schedule, we must first understand how to calculate all the parts.

Payments Formula

The total payment each period is calculated through the ordinary annuity formula.

$$PMT = \frac{iPV}{1-(1+i)^{-n}}$$

Where:

- **PMT** = total payment each period
- **PV** = present value of loan (loan amount)
- **i** = period interest rate expressed as a decimal
- **n** = number of loan payments

The present value of an annuity formula equates how much a stream of equal payments made at regular intervals is worth at current time. By rearranging the formula, we can calculate how much each payment must be worth in order to equal a present value, where the present value is the value of the loan. The payment calculated will be the total payment each month for the duration of the loan. Loan payments consist of two parts: payments toward principal, and payments toward interest.

Calculating Payment towards Interest

As part of the total loan payment each period, the borrower must make a payment towards interest. The lender charges interest as the cost to the borrower of, well, borrowing the

money. This is a result of the time value of money principle, since money today is worth more than money tomorrow. Interest is easy to calculate. You simply take the interest rate per period and multiply it by the value of the loan outstanding. The formula is shown below:

Where:

- **P** = principal remaining
- **i** = period interest rate expressed as a decimal

Calculating Payment towards Principal

There isn't a good direct way to calculate the payment towards principal each month, but we can back into the value by subtracting the amount of interest paid in a period from the total payment each period. Since interest and principal are the only two parts of the payment per period, the sum of the interest per period and principal per period must equal the payment per period.

Amortization Schedule Example

Let's take a look at an example. Suppose you take out a 3-year, $100,000 loan at 6.0% annually, with monthly payments. When building out a table, I think the most important part is the setup. Once a good table is set up, filling in the values is relatively easy. Below is an example of a table that could be used for the schedule:

Loan	$100,000
Periods	36
Interest Rate	6.0%

Period	Principal	Interest	Payment	Balance
1	-	-	-	-
2	-	-	-	-
3	-	-	-	-
		...		
34	-	-	-	-
35	-	-	-	-
36	-	-	-	-

Here, we can see how much we pay towards principal and interest each period, the total payment each period, and the remaining balance. You could add other columns, like cumulative principal payments made, and cumulative interest paid, but this is up to you.

Alright, now we have to actually fill in the table. We can start with each month's "Payment" calculation. We will use the formula above, where the present value of the loan is $100,000, the interest rate per period is 0.06/12 since we are working with monthly payments, and our number of payments is 36, which is twelve payments per year for three years. The calculation is shown below:

So, each month, your total payment will be $3,042.19. Now, we need to calculate how much of that is paid towards interest each month. We will use our formula above, and the work is shown below for the first month:

The portion of the payment paid towards interest is $500 in the first period. The portion paid towards interest will change each period, since the balance of the loan will change each period, but I will dig into that in just a bit.

Next, we need to calculate the portion paid towards the principal, which is just the total payment less interest. The calculation is shown below:

We are almost done with our first period's calculations. The last part, which I haven't discussed yet, is how the balance changes. The balance of the loan after a period's payment is the previous balance of the loan less the portion of the payment made towards principal. What you pay towards interest does not affect the balance of the loan. For our first period, the previous balance of the loan is the total balance. The calculation is shown below:

Now that we have all our values for the first line, we can begin to fill in our table.

Period	Principal	Interest	Payment	Balance
1	$2,542.19	$500.00	$3,042.19	$97,457.81
2	-	-	-	-
3	-	-	-	-
		...		
34	-	-	-	-
35	-	-	-	-
36	-	-	-	-

Ok, so how do we fill in the rest? One thing is easy to fill in, which is the "Payment" column, since the payment will not change. In every row, our payment will be $3,042.19.

As with our calculations, the next thing we need to work on is interest. As I mentioned before, the interest each period will change as the balance of the loan changes. In the second period, since you only have $97,457.81 remaining to pay off, the interest portion of the second month's payment will be $97,457.81 (the previous balance of the loan) times the interest rate for the period. The work is calculated exactly the same as the first month's interest, yet the principal remaining is the previous balance of the loan. The second month's interest is calculated as follows:

And our principal for the second period will be calculated the exact same way as before, where we simply subtract that period's interest from the payment.

Our balance is also calculated the same way as before, where we subtract that period's payment towards principal.

Period	Principal	Interest	Payment	Balance
1	$2,542.19	$500.00	$3,042.19	$97,457.81
2	$2,554.90	$487.29	$3,042.19	$94,902.91
3	-	-	-	-
		...		
34	-	-	-	-
35	-	-	-	-
36	-	-	-	-

The rest of the table can be filled out using the iterative process described above. Here, I have condensed the table so that you only see the first three months and the last three

months.

Period	Principal	Interest	Payment	Balance
1	$2,542.19	$500.00	$3,042.19	$97,457.81
2	$2,554.90	$487.29	$3,042.19	$94,902.91
3	$2,567.68	$474.51	$3,042.19	$92,335.23
		...		
34	$2,997.01	$45.18	$3,042.19	$6,039.21
35	$3,011.99	$30.20	$3,042.19	$3,027.22
36	$3,027.22	$15.14	$3,042.36	$0.00

At the end of the three years, you will have paid off the entirety of the loan.

Latest Calculators

Markup Calculator

Ideal Body Weight Calculator

Debt-to-Limit Ratio Calculator

Discount Calculator

CAGR Calculator

Popular Calculators

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The City of Hickory

CDBG Small Business Loan Program

In its 2020-2024 Consolidated Plan for Housing and Community Development, the City of Hickory identified increasing entrepreneurship opportunities as a high priority need. The CDBG Small Business Loan Program provides loans to businesses looking for funding to create jobs and make necessary investments to take their business to the next level.

What is a CDBG Small Business Loan?

According to the US Department of Housing and Urban Development, a responsible entity is allowed to loan CDBG grant monies to a business owner. Since the project will be funded with CDBG funds, all loans must be made to businesses with the intent of creating jobs for low to moderate income individuals.

The award may be in an amount up to $20,000 for eligible businesses that create or retain jobs, of which at least 51% are filled by low to moderate income individuals. An individual is considered low to moderate income if their household income is less than 80% of the area median income. That is currently $53,900 for a family of four. The table below indicates the current HUD income limits. (All limits are subject to change as HUD updates their information.) The maximum funding will be based on needs presented in the business plan.

Persons in Family	Maximum Income
1	$37,750
2	$43,150
3	$48,550
4	$53,900
5	$58,250
6	$62,550
7	$66,850
8	$71,150

Funding Eligibility Exclusions

The following uses are not eligible for funding:

- Religious organizations for sectarian purposes;
- Nonprofit organizations;
- Businesses and buildings not within the City of Hickory municipal limits;
- Individual K-12 schools (public or private);
- Organizations that discriminate on the basis of race, culture, gender, sexual orientation, age, or religion;
- Political activities;
- Adult businesses;
- Civic Organizations.

Use of Funds

Loan funds may be used to purchase business equipment or for working capital. If equipment is purchased, the loan amount will be paid by the City of Hickory directly to a third-party vendor from which business equipment is being purchased. If the loan is used for working capital, there must be some form of collateral (such as existing business equipment) to secure the loan and loan payouts will be made directly to the business owner. The Business Development Committee will recommend the proposed use of funds and any payment schedule during the grant approval process Loan funds may not be used for real property improvements. Funds may not be used for expenses that were incurred prior to final approval of the funding agreement by the Hickory City Council.

Terms of Loan and Repayment

- The City of Hickory will loan an amount up to $20,000 for eligible businesses that create jobs, at least 51% of which are filled by low to moderate income individuals. The loan period will be for 9 years at a 4% interest per annum. If payments are made on time for a period of five years and other program criteria are met, the remaining balance will be forgiven.
- Re-payment of the loan will be in monthly payments made to the City of Hickory via an automatic bank draft from the business owner's account. No other forms of payment shall be accepted.
- These terms may be modified during emergency, disaster, or pandemic conditions by the Hickory City Council.

Application Requirements

- Completed application form
- Business Plan (template included)
- Financial Projections
- Counseling appointment with one of the following three agencies: the CVCC Small Business Center, LRU Center for Social and Commercial Entrepreneurship, or the Small Business Technology Development Center
- Letter of Recommendation from one of the above counseling agencies
- DUNS Number (Dunn and Bradstreet)
- Willingness to keep a log on all people interviewed for new jobs, if they are low to moderate income and if they are hired for the job
- Willingness to obtain past pay stubs from new employees to verify hiring a low to moderate income individual
- UCC Financial Statement for equipment purchased or for existing equipment used as collateral
- Willingness to complete Quarterly Financial Statements and Employee Reports
- W-9 Form (Request for Taxpayer Identification Number and Certification), if necessary

Additional Requirements

The following additional requirements apply to all recipients:

- The business must be in the City of Hickory municipal limits.
- The business must be in compliance with all applicable City of Hickory regulations, codes, and ordinances, including the Land Development Code and the Hickory Code of Ordinances.

Scoring Criteria

The following criteria will be used by the Business Development Committee to prioritize loan projects:

- Number of jobs the business plans to create(51% of which must be filled by low to moderate income individuals)
- Length of time business has been in existence
- Growth potential
- General quality of the business plan — including the value proposition and the uniqueness of the business, availability of target audience, knowledge of competition, detailed marketing plan, detailed plans of production and/or distribution channels, detailed explanation of revenue model and cost structures, and a clear understanding of market size and growth potential.
- Other funding secured

Review of the Application

Staff will review all applications for loans under this program and forward the selected application packets along with recommendations to the Business Development Committee. When evaluating the application packets and staff's recommendations, the Business Development Committee, considering the above scoring criteria, shall then forward a recommendation of approval of the loan application to the Hickory City Council or deny the loan application. The Business Development Committee's denial of the loan application is not appealable to the City Council.

Final Approval and Award of the Loan

City Council shall consider the BDC's recommendation of approval and make a final decision to approve the loan application as submitted, approve the loan application with modifications, or deny the loan application.

Funding Agreement, Project Schedule and Other Required Activities

- After consulting with the counseling organization, the Business Development Committee will approve a project schedule detailing implementation milestones and objectives. This schedule will be part of the funding agreement. Funding will be paid via a UCC agreement with the business' vendor of equipment.
- Recipients will also be required to have periodic meetings with CDBG Staff to verify job creation and certify those jobs are filled by low to moderate income individuals. These meetings will be held quarterly for the first year and then annually thereafter.
- Recipients will be required to check in with the Business Development Committee at least once during project execution to provide updates on the business.

Conflicts of Interest

No persons who exercise or have exercised any responsibilities with respect to this program shall be eligible to receive any assistance under this program. This list includes, but is not limited to, all City staff, all elected and appointed officials exercising responsibilities related to the CDBG program, and the immediate family members of these groups. Immediate family members include: parents, spouses and

domestic partners, siblings, and children regardless of age. This prohibition will continue for a period of one year from the date their affiliation with the City as a staff member or elected official ceases.

General Disclaimer

There is no right or entitlement to funding. All decisions are made at the discretion of the granting authority. All projects must meet all applicable regulations of the Community Development Block Grant program, including environmental review requirements. All grant agreements are subject to approval by the Hickory City Council.

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City of Hickory

Community Development Block Grant Entitlement Program

CDBG Small Business Loan Program Application

Name of Applicant: Steve Shuford

Applicant's Address: 826 2nd Ave Sw, Hickory, NC 28602

Name of Business: Premier Screen Printing, Inc.

Business Address: 826 2nd Ave S W

Telephone: 828 322 2262 Email: premdog2@aol.com

Tax ID#: 20-8756928 Social Security #: [redacted]

DUNS #: 785777822 (*If you don't have one go to www.dnb.com to obtain a DUNS #*)

Type of Business: (check one)

_____Sole Proprietor

_____ Partnership (*attach a list of all partners*)

__X__ Corporation (*attach a list of current Board of Directors*)

_____ Limited Liability Corporation (*attach a list of all additional persons involved with corporation*)

_____ Other (*please describe*) _____

Amount of Request for CDBG Small Business Loan Funds $ 20,000

Total amount of funds contributed by the business and/or other funding source: $ 35000

Describe funding source: self/business

Total Number of Jobs to be created: 1 to 3 (*a minimum 51% of these jobs must be held by Low/Mod Income persons*)

Total Number of Low/Mod Income jobs to be created: 1 or 2

Average hourly wage of job(s) created: $ 10 to 12

Describe the process of advertising the new jobs to the public: word of mouth/friends

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SS Initials **ALL JOB(S) MUST BE CREATED BY THE ONE YEAR ANNIVERSARY OF SIGNING THE LOAN AGREEMENT WITH THE CITY OF HICKORY.**

Please check one:

_____ Business owner currently meets the HUD criteria as a Low/Mod income person (*Attach applicant's most recent tax return or other supporting documentation*)

X Business will create new jobs. 51% or more of these jobs must be given to individuals that meet the Low/Mod income criteria. (*Attach a statement that indicates the business will provide supporting documentation after hiring of Low/Mod income individuals*)

**Describe the activity or items to be funded with CDBG funds, including a budget indicating a breakdown on how the CDBG funds will be used. (*Please include this information on separate page(s)*).

Please check one:

_____New/Start-up Business (*Include a statement or narrative of the business revenues, expenses and income, five-year business plan and marketing plan. Attach information requested on separate page(s)*).

X Expanding Business (*Include a statement or narrative of the current and proposed business revenues, expenses and income, and marketing plan. Include an up-to-date five-year business plan. Attach information requested on separate page(s)*).

What other funding sources have you sought for the financial needs of your business? Please describe in detail.

Is the applicant willing to provide quarterly cash flow statements to the City of Hickory for the first year and then annually thereafter?

X YES _____NO

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Is the applicant willing to authorize the City of Hickory to obtain credit reports to determine credit worthiness? (*Authorization form included in application)*

X YES ____NO

Describe the business location and the ability to obtain the necessary permits for the operation of the business at that location.

Premier Screen Printing is located at 826 2nd Ave SW, Hickory, NC, we are 1 block before the Police Department in downtown in Hickory. We have been in operation for 32 years and have been at this location for 30 of those years. I am in the process of buying the building from my landlord. We are not moving and have all the permits the city requires

List three (3) persons the CDBG staff may contact for references. *(Include name, address, phone number and email address*).

Jerry Banks, owner Hyperformance Graphics
425 McLin Creek Rd N, Conover, NC 28613
294-1180w 312 5908 cell jerry@hpghickorync.com
Jerry Cates Corning VP retired
jerry.cates@toast.net
Dane Taylor owner Downtown Signs
123 9th St SW Hickory, NC 2802
dtsighns2014@gmail.com 828 323 8224

X Initials **AN ENVIRONMENTAL REVIEW MUST BE COMPLETED AND APPROVED FOR EACH APPLICANT BUSINESS BY THE HICKORY OFFICE OF COMMUNITY DEVELOPMENT.**

X Initials **THIS LOAN PROGRAM MUST BE USED FOR THE PURCHASE OF SECURABLE BUSINESS PROPERTY OR EQUIPMENT ONLY.**

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Submitted by:

Steve Shuford	President
Printed Name	Title
Steve C Shuford	President
Signature	Title
Premier Screen Printing, Inc	12.22.2022
Name of Business	Date

City of Hickory Small Business Loan Program

Business Plan Template

Applicant Name: __Premier Screen Printing – Steve Shuford -- President

Date: __01/08/23___

Describe the fundamental elements of your business. Describe what business you are in, why you are in it, and what you hope to accomplish. List and describe the products or services you will offer.

We are a Professional Screen Printing and Promotional Products business. We have been in business in Hickory and addressed new clients constantly from September 1989 up until currently. We have been fortunate to work closely with the Hickory / Catawba County community in all aspects to assist our clients. We have also been fortunate to work with clients throughout the country. We have been very blessed with business, and we address our community with complete and full customer service. In addition, that is the reason that we want to upgrade our current Technology so that we can address our customers even more quickly. We have also, with our God-given blessings been able to work closely with Community Service Organizations such as Cops for Tots in Hickory, Exodus Homes, and Open Door Homeless Ministries in Hickory for whom we've raised quite a bit of money through get togethers and parties as well as printing for them.

Describe the qualifications and experience of your management team and any other key employees. Also describe any outside professional services (accountants, attorneys, etc.) you have or plan to engage.

I do the majority of our printing and our business dealings. As well, locally, we've worked quite often with local attorneys such as Scott Hanvey. In addition, our current accountant. Also, we plan to hire Amber Trudeau who is an excellent Floor Manager. My sister, Christa Shuford worked with Premier since 1994 until about 4 years ago. She was an awesome Graphic Designer, Marketing Manager, and Promotional Products Manager until her health issues caused her several disabilities. She hopes to work through these disabilities with some upcoming surgeries and come back to work soon. In the meantime, we are using an outside local Freelancer, and we hope to welcome Christa back soon. She talks to my current team on the phone right and through e-mails in order to assist them through ordering Promotional Products and downloading Graphics. She also uses Skype to assist our team through orders. As well, we also have a fantastic Sales Representative, Sandi Wike, who is handling the Sales end of things for me which saves me time to print and handle clients. Finally, my largest investment right now is going to be an Automatic Screen Printer. The printer we want to purchase will allow for 700 design prints in an hour which with a manual printer it would take us 6. It will save me a considerable amount of time. I would also like to invest in a Direct to Garment Machine or a Direct to Film Machine which enables us to print multi-colored prints all at one time instead of 1-color at a time.

Describe the customers you will serve and the geographic territory to be targeted with your marketing efforts. Describe the advertising, marketing techniques, pricing strategies, and tools you will use to promote your business.

As stated before, my largest investment right now is going to be an Automatic Screen Printer. These printers FLY through a job which means we can print products Considerably Faster. It will save me a considerable amount of time. I would also like to invest in a Direct to Garment Machine or a Direct to Film Machine which enables us to print multi-colored prints all at one time instead of 1-color at a time. In addition, we advertise in The Focus every week and we are upping our advertising on Facebook. We will be sending out e-mails to all of our clients about our new Graphics Program in which they can choose a design and tell us the wording that they want. We have this new Graphics program that goes along with Corel Draw, and we have access to all of these Vector Programs in order to complete designs for our clients. We will advertise throughout Hickory and the surrounding areas in addition to the rest of North Carolina and Tennessee.

List those firms you have identified as primary competitors in your market(s). Identify their strengths and weaknesses. What advantages does your company have as compared with these primary competitors?

We always consider local printers as "friendly competition" in that we help them periodically when they run into issues. We don't speak poorly of our competitors. However, naming one, I would have to say CDG in Hickory as a competitor. One of our main things that we offer our clients is very strong customer service. With the recent Supply Chain issues, this issue caused a large amount of difficulty for many of our "friendly competitors"; however, we would always find a method to meet in hands dates to our clients in-hands dates. In addition, we do NOT require our clients to sign Contracts with us for their business. We have found that this is a service that is very much appreciated by our clients. We have been told that if our Competitors don't meet an in-hands date for the clients, they simply let it go. We work diligently to order all of our Promotional Products from American Made Suppliers while still maintaining good customer service and low costs. We work very hard to make sure that all of our items are in our client's budget.

Describe your plans for growth or expansion. Include the impact on working capital needs, equipment, and/or your current facility or building.

We want to upgrade the look of the outside of our business. It needs painting, and we want to remake our signs. We go through Jerry Banks and Darrin at High Performance Graphics in Hickory for our Full Color Signs, and we go through Dana Taylor at Downtown Signs for our Yard Signs. Dana is one of our Tenants. Finally, we want to finish purchasing the building here, and possibly get a new tenant since ASPT moved to another facility. Again, as stated before, we will purchase a Direct to Film Machine as well as an upgraded Sublimation Machine and an Automatic Screen Printer in order to speed up production of Screen Printed Material.

Describe in detail your plan for financing your business. Please specify how much money you can put towards the project, and how much money you can borrow.

Attach additional pages with any additional information.

We are extremely excited about moving our business forward. We know that our business can benefit our Hickory and Catawba County as well as other surrounding areas with this growth. However, we need funding in order to finance this growth. We have several clients who have large orders such as Freightliner, Tyson, several Baseball and Basketball Leagues which include Bethlehem, Banoak, YMCA of Hickory, CVCC, and MDI, and many of them are on 30-60 days depending on their office payment methods. These are funds on which we rely, and we've spent a considerable amount of money on their initial products prior to payment being made back to us for final purchase.

3:38 PM
01/19/23
Cash Basis

Premier Screen Printing Inc
Profit & Loss Prev Year Comparison
January through December 2022

	Jan - Dec 22	Jan - Dec 21	$ Change	% Change
Ordinary Income/Expense				
Income				
Beach Social/Marketing Event	4,683.00	8,745.62	-4,062.62	-46.5%
Order My Gear - Online Income	54,099.17	47,683.63	6,415.54	13.5%
Other Income	5,050.50	0.00	5,050.50	100.0%
Refunds	0.00	0.00	0.00	0.0%
Sales	430,761.43	293,238.51	137,522.92	46.9%
Sales Discounts	-627.12	0.00	-627.12	-100.0%
WRITE OFF	-721.93	-548.15	-173.78	-31.7%
Total Income	493,245.05	349,119.61	144,125.44	41.3%
Cost of Goods Sold				
Contract Labor	24,807.05	2,902.00	21,905.05	754.8%
Cost of Goods Sold	321,401.88	220,069.63	101,332.25	46.1%
Freight	1,278.43	0.00	1,278.43	100.0%
Postage and Delivery	1,597.91	4,427.78	-2,829.87	-63.9%
Total COGS	349,085.27	227,399.41	121,685.86	53.5%
Gross Profit	144,159.78	121,720.20	22,439.58	18.4%
Expense				
940 Tax Payment	297.98	0.00	297.98	100.0%
Advertising	10,636.38	7,165.61	3,470.77	48.4%
Association Fees / Subscription	169.00	0.00	169.00	100.0%
Automobile Expense	5,990.53	5,279.91	710.62	13.5%
Bad Debts exp	0.00	3,216.71	-3,216.71	-100.0%
Bank Fees	721.38	806.69	-85.31	-10.6%
Cash Discounts	0.00	59.75	-59.75	-100.0%
Contributions	5,067.67	857.49	4,210.18	491.0%
CREDIT CARD PROCESSING				
Order My Gear Fees	181.24	110.51	70.73	64.0%
CREDIT CARD PROCESSING - Other	2,887.94	4,832.41	-1,944.47	-40.2%
Total CREDIT CARD PROCESSING	3,069.18	4,942.92	-1,873.74	-37.9%
Current Year Equip purchases	5,000.00	734.41	4,265.59	580.8%
Depreciation Expense	0.00	909.00	-909.00	-100.0%
Dues and Subscriptions	16.18	164.00	-147.82	-90.1%
Employee Benefits				
Medical	115.90	240.20	-124.30	-51.8%
Employee Benefits - Other	0.00	-240.20	240.20	100.0%
Total Employee Benefits	115.90	0.00	115.90	100.0%

Premier Screen Printing Inc
Profit & Loss Prev Year Comparison
January through December 2022

	Jan - Dec 22	Jan - Dec 21	$ Change	% Change
Filing Fees	221.00	40.00	181.00	452.5%
Franchise Fees	0.00	0.00	0.00	0.0%
Fraud Expense	0.00	0.00	0.00	0.0%
Insurance				
Business Insurance	1,524.72	483.24	1,041.48	215.5%
Health Insurance				
Health Insurance Employees	546.90	107.80	439.10	407.3%
Health Insurance - Other	504.53	0.00	504.53	100.0%
Total Health Insurance	1,051.43	107.80	943.63	875.4%
Insurance - Other	5,366.24	6,088.82	-722.58	-11.9%
Total Insurance	7,942.39	6,679.86	1,262.53	18.9%
Interest Expense	0.00	201.39	-201.39	-100.0%
Janitorial Expense	15.56	35.10	-19.54	-55.7%
Licenses and Permits	967.40	0.00	967.40	100.0%
Miscellaneous	6,471.65	1,209.80	5,261.85	434.9%
Office Expense	6,746.23	5,716.60	1,029.63	18.0%
Office Supplies	764.83	675.19	89.64	13.3%
Outside Labor Expense	0.00	762.00	-762.00	-100.0%
Payroll Expenses	27.09	7.34	19.75	269.1%
Personal Expense	0.00	0.00	0.00	0.0%
Printing and Reproduction	0.00	589.90	-589.90	-100.0%
Professional Fees				
Accounting	3,375.00	3,627.90	-252.90	-7.0%
Legal Fees	0.00	650.00	-650.00	-100.0%
Professional Fees - Other	17.12	0.00	17.12	100.0%
Total Professional Fees	3,392.12	4,277.90	-885.78	-20.7%
Rent	14,240.55	11,976.00	2,264.55	18.9%
Repairs				
Building Repairs	1,457.85	29,672.89	-28,215.04	-95.1%
Computer Repairs	248.56	681.60	-433.04	-63.5%
Equipment Repairs	721.16	179.01	542.15	302.9%
Repairs - Other	0.00	361.62	-361.62	-100.0%
Total Repairs	2,427.57	30,895.12	-28,467.55	-92.1%
Retirement Fund	0.00	0.00	0.00	0.0%
Sales Tax Expense	0.00	0.00	0.00	0.0%

Premier Screen Printing Inc
Profit & Loss Prev Year Comparison
January through December 2022

	Jan - Dec 22	Jan - Dec 21	$ Change	% Change
Supplies				
Marketing	60.00	0.00	60.00	100.0%
Office	1,178.55	0.00	1,178.55	100.0%
Supplies - Other	937.34	1,173.46	-236.12	-20.1%
Total Supplies	2,175.89	1,173.46	1,002.43	85.4%
Taxes				
County Tax	-221.56	80.01	-301.57	-376.9%
Federal	0.00	792.41	-792.41	-100.0%
Local	0.00	6.60	-6.60	-100.0%
Payroll Taxes	4,722.61	6,555.97	-1,833.36	-28.0%
Property	1,886.49	0.00	1,886.49	100.0%
Taxes - Other	1,496.61	0.00	1,496.61	100.0%
Total Taxes	7,884.15	7,434.99	449.16	6.0%
Telephone				
cell	621.32	0.00	621.32	100.0%
Telephone - Other	1,864.92	1,580.06	284.86	18.0%
Total Telephone	2,486.24	1,580.06	906.18	57.4%
Travel & Ent				
Entertainment	0.00	64.20	-64.20	-100.0%
Meals	1,704.58	1,369.02	335.56	24.5%
Travel	0.00	64.41	-64.41	-100.0%
Travel & Ent - Other	0.00	63.84	-63.84	-100.0%
Total Travel & Ent	1,704.58	1,561.47	143.11	9.2%
Utilities				
Gas and Electric	358.50	5,266.33	-4,907.83	-93.2%
Utilities - Other	12,654.56	8,538.97	4,115.59	48.2%
Total Utilities	13,013.06	13,805.30	-792.24	-5.7%
Wages	57,577.00	47,718.09	9,858.91	20.7%
Total Expense	159,141.51	160,476.06	-1,334.55	-0.8%
Net Ordinary Income	-14,981.73	-38,755.86	23,774.13	61.3%

3:38 PM
01/19/23
Cash Basis

Premier Screen Printing Inc
Profit & Loss Prev Year Comparison
January through December 2022

	Jan - Dec 22	Jan - Dec 21	$ Change	% Change
Other Income/Expense				
Other Expense				
Other Expenses	0.00	0.00	0.00	0.0%
Total Other Expense	0.00	0.00	0.00	0.0%
Net Other Income	0.00	0.00	0.00	0.0%
Net Income	-14,981.73	-38,755.86	23,774.13	61.3%

PROFIT AND LOSS PROJECTIONS

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	TOTALS	%	YEAR 2	%	YEAR 3	%
Cash Sales	8,312	27,710	21,699	52,625	28,110	34,405	44,856	20,881	48,150	19,608	73,208	49,397	**428,961**	TOTAL	$475,000	TOTAL	$500,000	TOTAL
Sales on Account (billed later)	14,560	13,364	49,795	57,512	33,898	43,870	72,942	20,955	45,915	61,700	45,227	18,928	**478,666**		$456,000		$475,000	
Total Sales	**22,872**	**41,074**	**71,494**	**110,137**	**62,008**	**78,275**	**117,798**	**41,836**	**94,065**	**81,308**	**118,435**	**68,325**	**907,627**	**0**	**931,000**	**0**	**975,000**	**0**
Cost of Sales or Manufacturing	**8,005**	**14,376**	**25,023**	**38,548**	**21,703**	**27,396**	**41,229**	**14,643**	**32,923**	**28,458**	**41,452**	**23,914**	**317,669**	**35.00%**	**$320,000**	**34.37%**	**$330,000**	**33.85%**
Gross Profit	**14,867**	**26,698**	**46,471**	**71,589**	**40,305**	**50,879**	**76,569**	**27,193**	**61,142**	**52,850**	**76,983**	**44,411**	**589,957**	**65.00%**	**611,000**	**65.63%**	**645,000**	**66.15%**
Expenses *(customize list as desired)*																		
Non Production Labor (other than owner's)	750	490	2,451	2,946	914	1,272	832	2,553	2,916	2,000	3,412	3,987	**$24,521**	**2.70%**	$25,000	**2.69%**	$28,000	**2.87%**
Owner's Draw/Salary	0												**$0**	**0.00%**	$40,000	**4.30%**	$50,000	**5.13%**
Auto & Travel	201	198	684	876	638	697	711	304	89		1,973	770	**$7,141**	**0.79%**	$8,000	**0.86%**	$8,000	**0.82%**
Payroll Taxes	382	443	378	425	352	531	243	93	258	744	584	112	**$4,545**	**0.50%**	$4,500	**0.48%**	$4,500	**0.46%**
Wages	4,598	5,328	4,607	5,354	4,544	6,848	3,125	3,506	3,958	6,623	5,329	3,757	**$57,577**	**6.34%**	$35,000	**3.76%**	$40,000	**4.10%**
Operating Supplies	4,900	16,299	16,286	27,218	23,427	30,961	68,154	16,381	36,331	19,519	34,281	27,635	**$321,392**	**35.41%**	$322,000	**34.59%**	$322,000	**33.03%**
Laundry	0	0												**0.00%**				
Utilities	600	1,085	1,128	762	902	853	701	1,660	940	867	2,957	200	**$12,654**	**1.39%**	$13,000	**1.40%**	$13,000	**1.33%**
Telephone-Internet/Website	450	282	170	198	256	196	198	447	361		378		**$2,935**	**0.32%**	$3,000	**0.32%**	$3,000	**0.31%**
Office Expense	608	251	2,389	765	649	691	1,099	132	223	62	254	65	**$7,188**	**0.79%**	$7,200	**0.77%**	$7,200	**0.74%**
Repair & Maint	650			71	88	1,043	708	26			566		**$3,152**	**0.35%**	$3,500	**0.38%**	$3,500	**0.36%**
Internet/Web Site													**$0**	**0.00%**		**0.00%**		**0.00%**
Advertising	100	10	634	9			9	510	651	16			**$1,939**	**0.21%**	$2,000	**0.21%**	$2,000	**0.21%**
Marketing			30		30								**$60**	**0.01%**	$100	**0.01%**	$200	**0.02%**
Rent	1,036	1,036	1,036	1,036	1,036	2,072	1,036		2,845		2,072	1,036	**$14,241**	**1.57%**	$15,000	**1.61%**	$15,000	**1.54%**
Business Taxes	150												**$150**	**0.02%**	$300	**0.03%**	$300	**0.03%**
Licenses	100												**$100**	**0.01%**	$100	**0.01%**	$100	**0.01%**
Insurance	550	267	432	295	267	889	1,761	297	1,885	131	85	763	**$7,622**	**0.84%**	$7,700	**0.83%**	$7,700	**0.79%**
Accounting	250	0									3,375		**$3,625**	**0.40%**	$3,600	**0.39%**	$3,600	**0.37%**
BankCharges	375	216	304	324	488	332	461	594	89	386	312		**$3,881**	**0.43%**	$3,900	**0.42%**	$3,900	**0.40%**
Depreciation Expense	45	45	45	45	45	45	45	45	45	45	45	45	**$540**	**0.06%**	$1,000	**0.11%**	$1,000	**0.10%**
Interest Expense	50												**$50**	**0.01%**	$500	**0.05%**	$500	**0.05%**
Other Admin Expenses	150		124	715		241					455		**$1,685**	**0.19%**	$1,500	**0.16%**	$1,500	**0.15%**
Total Expenses	**15,945**	**25,950**	**30,697**	**41,039**	**33,636**	**46,671**	**79,083**	**26,547**	**50,591**	**30,393**	**56,078**	**38,370**	**$474,998**	**52.33%**	**$496,900**	**53.37%**	**$515,000**	**52.82%**
Profit Before Taxes	**-1,078**	**748**	**15,774**	**30,551**	**6,670**	**4,208**	**-2,515**	**646**	**10,552**	**22,458**	**20,905**	**6,042**	**$114,960**	**12.67%**	**$114,100**	**12.26%**	**$130,000**	**13.33%**

Adjust Gross Margin % to reflect your business

FORECAST OF PROFIT AND CASH FLOW

	Start-Up	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Beginning Cash Position		**$ -**	**$ (1,033)**	**$ (240)**	**$ 15,580**	**$ 46,175**	**$ 52,890**	**$ 57,143**	**$ 54,673**	**$ 55,365**	**$ 65,961**	**$ 88,464**	**$ 109,413**
Income (cash received)		14,560	13,364	49,795	57,512	33,898	43,870	72,942	20,955	45,915	61,700	45,227	18,928
Cash Sales		$ 22,872	$ 41,074	$ 71,494	$ 110,137	$ 62,008	$ 78,275	$ 117,798	$ 41,836	$ 94,065	$ 81,308	$ 118,435	$ 68,325
Collection of Accounts Receivable													$ 5,600
Equity Investment (Owners)													$ 11,440
Proceeds of Loan													
Other (cash injections)													
Total Cash Inflows	**$ -**	$ 22,872	$ 41,074	$ 71,494	$ 110,137	$ 62,008	$ 78,275	$ 117,798	$ 41,836	$ 94,065	$ 81,308	$ 118,435	$ 85,365
Disbursements (cash used)													
Loan Repayment (Principal)													
Cost of Sales		$ 8,005	$ 14,376	$ 25,023	$ 38,548	$ 21,703	$ 27,396	$ 41,229	$ 14,643	$ 32,923	$ 28,458	$ 41,452	$ 23,914
Total Expenses (Before Dep.)		$ 15,900	$ 25,905	$ 30,652	$ 40,994	$ 33,591	$ 46,626	$ 79,038	$ 26,502	$ 50,546	$ 30,348	$ 56,033	$ 38,325
Capital Expenditures													$ 10,000
Total Disbursements (cash used)	**$ -**	$ 23,905	$ 40,281	$ 55,675	$ 79,541	$ 55,293	$ 74,022	$ 120,268	$ 41,145	$ 83,468	$ 58,805	$ 97,485	$ 72,238
Cash Flow Monthly	**$ -**	$ (1,033)	$ 793	$ 15,819	$ 30,596	$ 6,715	$ 4,253	$ (2,470)	$ 691	$ 10,597	$ 22,503	$ 20,950	$ 13,127
Ending Cash Position (Cumulative)	**$ -**	$ (1,033)	$ (240)	$ 15,580	$ 46,175	$ 52,890	$ 57,143	$ 54,673	$ 55,365	$ 65,961	$ 88,464	$ 109,413	$ 122,540

Information for highlighted cells must be manually entered

Other rows connected to P&L Projections

Exhibit VIII.E.

sbtdc
Your business. Better.

Hickory at Appalachian State University
1990 Main Avenue SE | Hickory, NC 28602 | 828.345.1110 | www.sbtdc.org

January 19, 2023

Karen Dickerson
Business Development Committee
City of Hickory

Karen:

I, on behalf of the SBTDC at Appalachian State University, have met with Steve Shuford, President and Owner of Premier Screen Printing, regarding the short-term and long-term plans for his business. Our initial meeting included general business counseling which we plan to continue in the following months, and a discussion of the company's City of Hickory CDBG Small Business Loan application.

I look forward to working with you and this client in the future.

Thank you,

Brooklyn Dellinger

Brooklyn Dellinger
Regional Center Director
SBTDC at Appalachian State University
dellingerbw@appstate.edu
(828) 345-1110

ANATOL

www.anatol.com

VOLT

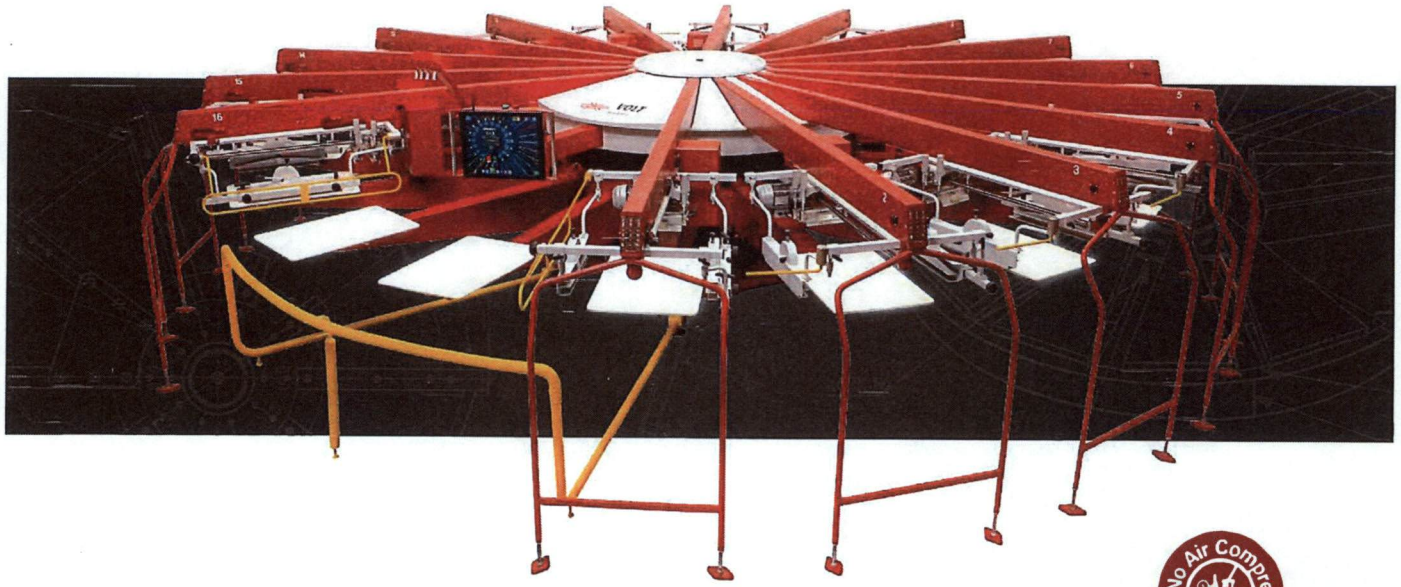
Professional Grade
All-Electric Automatic Press

Reliable and Long Lasting

- No pneumatic parts for years of reliable service and minimal maintenance
- No air compressor or chiller required

Available in configurations of:

- Four different maximum print areas up to 20" x 28"
- 6 stations/4 colors up to 20 stations/18 colors



No Air Compressor Required

Anatol Equipment Manufacturing Co.
919 Sherwood Drive, Lake Bluff, IL 60044
1.847.367.9760 sales@anatol.com

ANATOL

STANDARD FEATURES

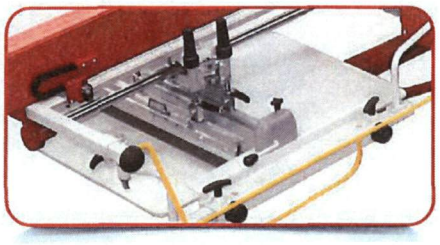
CHANGE THE WAY YOU WORK

Increased Efficiency. Higher Productivity.

Anatol's VOLT all-electric screen printing machine introduces "smart" technology that lets screen printers surpass the possibilities of traditional screen printing equipment.

What's a servo motor?

Unlike other automatic presses, the VOLT uses servo motors for power. It's a rotary actuator that allows for precise control of angular position, velocity and acceleration. In simple terms, these "smart" motors make your job easier by giving you a more efficient way of running your business.



AC electric print heads standard, servo-driven print heads optional

Print Heads

- AC electric-driven print heads enhance smoothness, speed and power
- Front and rear stroke adjustment
- Single-handed tool-less squeegee/flood bar locking
- Easily adjustable side screen clamps accommodate a wide range of screen sizes
- Optional servo-driven print heads offer digital stroke length and squeegee pressure adjustment

Industry-leading safety bars ensure safe set-up and operation

Safety System

- Safety bars located between each print head and on each side of the load and unload stations ensure safety during press set-up and operation

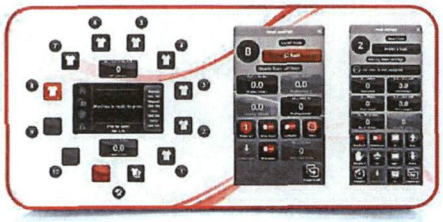
Control Interface

- Aries 2 OS - User-friendly operating system
- 15" touchscreen with intuitive one-touch access to all job settings and machine functions for fast setup
- Rotating boom arm for easy access to each print head
- Easy access to operator's manual
- Automatic software updates available via Wi-Fi
- Receive automatic email notifications with production statistics
- Connect the machine directly to Anatol Service with Presentation Mode

15" industrial-grade touchscreen monitor

Functions

- Quickly save and recall all parameters of stored job: off-contact distance, indexer speed, print head speed, number of strokes, flash cure time and temperature, ink colors, print mode, and (with servo heads only) stroke length
- Easily copy the same print head settings to all heads



Intuitive Aries 2 operating system

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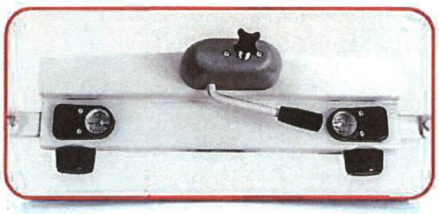
ANATOL

STANDARD FEATURES

Slide-style pallet system for easy adjustment and changeover

Pallet System

- Slide-style pallets allow for adjustments in print location
- Tool-free locking
- Precise four-point pallet leveling system
- 16"x22" solid aluminum, low profile rubber-coated pallets standard, with a wide variety of custom pallets available separately



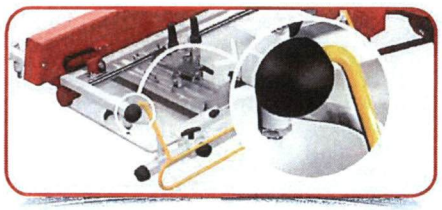
Easy-to-read micro-registration targets with lenses for protection and magnification (NEW FEATURE)

Registration

- True three-point micro-registration of screen (front-back, left-right, rotational movement)
- Compatible with Anatol's ARME pre-registration system, as well as a number of other different pre-registration systems available on the market

Skip Shirt & Smash Button

- Save time and supplies by preventing the press from printing on empty pallets with our Skip Shirt function on the control panel
- Smash button allows for easy skipping of improperly loaded shirts to prevent misprints - more reliable than systems utilizing sensors



Smash button helps prevent misprints

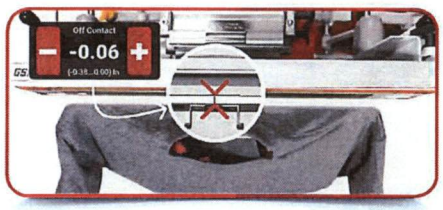
Indexing System

- Servo indexer allows for clockwise, counter-clockwise and half indexing - easily switch at the press of a button from job to job
- Smooth and quiet indexing at high speeds
- Ball bearing lead screw design with internal lubrication system
- Free-wheel capability available on most models allows for manual carousel rotation

High quality servo indexer for smooth, quiet rotation at even the highest production speeds, as well as free wheel capability for manual rotation

Central Off-Contact

- Digitally-controlled central off-contact with 38 settings up to 2/5", adjustable right from the machine's touchscreen



Digital off-contact adjustment right from the touchscreen control panel

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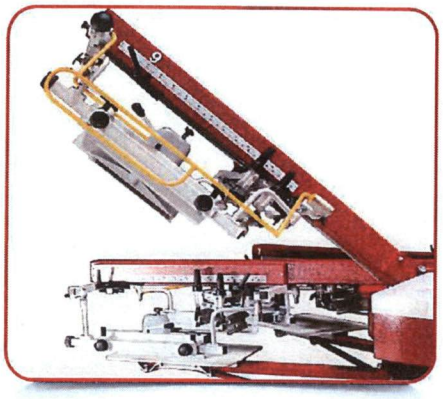
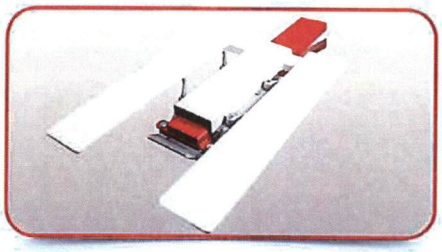
ANATOL

STANDARD FEATURES



Heads Up Feature



Double Sleeve Pallet (Sold Separately)

Heads Up Feature

- On machines with an odd number of print heads, this allows you to raise the last head on a hinge to create dedicated loading and unloading stations.
- It's like getting two machines in one. For example, a 10 station/ 9 color machine can become a 10 station/ 8 color machine when you need two operators to load and unload and aren't using the last head, allowing you to work faster.

Options

- Quartz flash cure units
- Foot pedal to control indexing
- Quick-release pallet system
- Variety of specialty and custom pallets available
- Special sizing available for doorways as small as 28"
- Servo print heads allow you to control print stroke length and squeegee pressure digitally
- Individual print head controls-membrane panel or touchscreen

CONFIGURATION	MAX PRINT AREA	MAX SCREEN SIZE
S	15" x 16"	21" x 28"
M	16" x 18"	23" x 33"

CONFIGURATION	MAX PRINT AREA	MAX SCREEN SIZE
L	20" x 20"	26" x 36"
XL	20" x 28"	26" x 43"

STATIONS/COLORS	POWER REQUIREMENT*	VOLT MODEL S DIAMETER	VOLT MODEL M DIAMETER	VOLT MODEL L DIAMETER	VOLT MODEL XL DIAMETER
6/4	1 ph 18A, 3 ph 11A	9'4"	9'8"	10'5"	N/A
6/5	1 ph 19A, 3 ph 12A	9'4"	9'8"	10'5"	N/A
8/6	1 ph 20A, 3 ph 13A	10'2"	10'11"	12'0"	13'10"
8/7	1 ph 21A, 3 ph 14A	10'2"	10'11"	12'0"	13'10"
10/8	1 ph 31A , 3 ph 18A	11'2"	12'3"	13'8"	15'0"
10/9	1 ph 32A, 3 ph 19A	11'2"	12'3"	13'8"	15'0"
12/10	1 ph 36A, 3 ph 20A	12'4"	13'6"	15'3"	16'6"
12/11	1 ph 37A, 3 ph 21A	12'4"	13'6"	15'3"	16'6"
14/12	3 ph 23A	N/A	15'7"	16'8"	18'0"
16/14	3 ph 32A	N/A	N/A	18'4"	19'6"
18/16	3 ph 36A	N/A	N/A	19'8"	20'10"
20/18	3 ph 38A	N/A	N/A	21'4"	22'8"

***208-230 VAC, 50/60 HZ**

Three-Year Limited Warranty

Every effort has been made to ensure the accuracy of the promotional information included in this brochure. Specifications are subject to change. Anatol Equipment Manufacturing Co. and its subsidiaries, if any, expressly disclaim any liability for damages, consequential or incidental, resulting from the purchase, transportation, installation, or use of any products based upon information contained within this brochure. Any rights or remedies are limited solely to those provided in writing by Anatol Equipment Manufacturing Co. at the time of sale.

Steve Shoford Voly 109(2) (002)

6/8/2022

930 Burke Street, Suite A
Winston Salem, NC 27101
1-800-597-9530

Premier Screen Printing

Product	Description	List	Quantity	Extended
	Screen Maker & Supplies			
Volt -m-10/8-HD	Volt-M All Elecric Fully Automatic Screen Printing 10 station 9 colors	$ 71,110.00	1	$71,110.00
	Maximum print Area16 x 18			
	Maximum Screen Frame 23 x 33			
	Touch Screen Display			
Vpal 16x22	Slide Style Solid Aluminum Pallets w Rubber Coating 16 x 24	$0.00	10	$0.00
Squeegee 16"	Set of 16" Squeegee	$0.00	9	$0.00
Floodbar16"	Flood Bar 16"	$0.00	8	$0.00
RWQF-1616	16" X 18" Rapid Wave Quartz Flash	$4,730.00	1	$4,730.00
	Electrical 1 phase 9000 watts, 43 amps or 3 phase 208v, 25 amps			
Install	Complete Installation and Comprehensive Training	$3,080.00	1	$3,080.00

Subtotal	$78,920.00
Discount	$3,740.00
Total	$75,180.00
Crating	$1,100.00
Freight	$0.00
Total	$76,280.00

Price good till 6/30/22

TBD Prices are changing too quick to quote. Estimate $2000.00

INVOICE 1034 DETAILS
Freedom Built Inc.

DUE 10/27/2022
$55,000.00
Review and pay
Powered by QuickBooks

Dear Premier Screen Printing,

We appreciate your business. Please find your invoice details here. Feel free to contact us if you have any questions. Have a great day!

DEPOSIT $5000 DUE TODAY 10/27/2022

Have a great day,
Freedom Built Inc.
Bill to
Premier Screen Printing
826 2nd Ave
Southwest Hickory, NC 28602
United States
Ship to
Premier Screen Printing
826 2nd Ave
Southwest Hickory, NC 28602
United States
Terms
Due on receipt
10/27/2022
VOLT-M-10/8

VOLT-M all-electric fully automatic screen printing press.
- 10 stations / 8 colors
- Maximum print area of 16"x18"
- Maximum Screen size 23"x33"
* 15" Industrial Grade, Touch Screen display with ARIES operating system.
* ELECTRICAL REQUIREMENTS:
- 1 Phase 208v, 31 AMPS
- 3 Phase 208V, 18AMPS
* Linear-Style Servo Indexing Drive
* Digital / Programmable Central Off-Contract - Range 3/8"
* Anatol Speed Servo Indexing Drive
* Digital / Programmable Central Off-Contact - Range 3/8"
* Anatol Speed Clamps - Mechanical, Single Lever Screen Clamps
* Front & Rear Stroke Adjustment

$55,000.00
10/27/2022
VPAL-16x22

Slide-Style, solid Aluminum Pallets w/rubber coating - 16"x22"

$0.00
10/27/2022
Squeegee 16"

Set of 16" Squeegees

$0.00
10/27/2022

Floodbar 16"

Set of 16" Flood Bars

$0.00
10/27/2022
VOLT-M-10

Press Crating

$0.00
DEPOSIT $5000 DUE TODAY 10/27/2022
Subtotal$55,000.00
Tax$0.00
Total$55,000.00
Balance due$55,000.00
DEPOSIT $5000 DUE TODAY 10/27/2022

INTUIT quickbooks.

Manage payment

You paid $5000.00

to **Freedom Built Inc.** on 10/27/2022

Payment details

Invoice no.	1034
Invoice amount	$55000.00
Total amount	**$5000.00**

No additional transfer fees or taxes apply.

Outstanding balance	$50000.00
Status	Partially paid
Payment method	Business checking ********1307
Authorization ID	AR3YH0ZT

Please don't reply to this email, if you need any help regarding this message, please contact the business directly.

Thank you,

FREEDOM BUILT
Inc. 1770

Freedom Built Inc.

BUDGET REVISION #15

BE IT ORDAINED by the Governing Board of the City of Hickory that, pursuant to N.C. General Statutes 159.15 and 159.13.2, the following revision be made to the annual budget ordinance for the fiscal year ending June 30, 2023 and for the duration of the Project Ordinances noted herein.

SECTION 1. To amend the General Fund within the FY 2022-23 Budget Ordinance, the expenditures shall be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Public Safety	47,171	
Culture & Recreation	392	
Other Financing Uses		15,696
TOTAL	47,563	15,696

To provide funding for the above, the General Fund revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous	31,867	
TOTAL	31,867	-

SECTION 2. To amend the Airport Fund within the FY 2022-23 Budget Ordinance, the expenditures shall be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Uses	23,709	
TOTAL	23,709	-

To provide funding for the above, the Airport Fund revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	23,709	
TOTAL	23,709	-

SECTION 3. To amend the Airport EMAS Project (#650033) Capital Project Ordinance, the expenditures shall be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Projects	424,250	
TOTAL	424,250	-

To provide funding for the above, the Airport EMAS Project (#650033) revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Restricted Intergovernmental	400,541	
Other Financing Sources	23,709	
TOTAL	424,250	-

SECTION 4. To amend the CVCC Innovation Center (#700014) Capital Project Ordinance, the expenditures shall be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Government	700,000	
TOTAL	700,000	-

To provide funding for the above, the CVCC Innovation Center (#700014) revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Restricted Intergovernmental	700,000	
TOTAL	700,000	-

SECTION 5. To amend the Justice Assistance 2022 (#G51107) Capital Project Ordinance, the expenditures shall be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Public Safety		48,295
TOTAL	-	48,295

To provide funding for the above, the Justice Assistance 2022 (#G51107) revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources		15,696
Restricted Intergovernmental		32,599
TOTAL	-	48,295

SECTION 6. Copies of the budget revision shall be furnished to the Clerk of the Governing Board, and to the City Manager (Budget Officer) and the Finance Officer for their direction.

Adopted this _____ day of _____ , 2023

_____
Mayor

_____
Clerk