

A G E N D A

HICKORY CITY COUNCIL

March 17, 2020



7:00 p.m.



AGENDA
www.hickorync.gov

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

Hickory City Council
76 North Center Street

March 17, 2020
7:00 p.m.

- I. Call to Order
- II. Invocation by Reverend Whit Malone, First Presbyterian Church
- III. Pledge of Allegiance
- IV. Special Presentations
- V. Persons Requesting to Be Heard
- VI. Approval of Minutes
 - A. Regular Meeting of March 3, 2020. **(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 17. **(First Reading Vote: Unanimous)**
- VIII. Consent Agenda: All items below are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests. In which event, the item will be removed from the Consent Agenda and considered under Item IX.
 - A. Special Events Activities Application for New Testament Bible Reading, Minister Kathy Wilson, May 6, 2020 from 7:00 a.m. to 6:30 p.m., Julian Whitener Municipal Building, 76 North Center Street, Hickory. **(Exhibit VIII.A.)**
 - B. Special Events Activities Application for Worship on Main, Justin Shull, Sound Engineer, New Life Ministries/Real Life Community Church, April 18, 2020 from 4:00 p.m. to 9:00 p.m., Sails on Union Square. **(Exhibit VIII.B.)**
 - C. Special Events Activities Application for Catawba County Young Life 5K Glow Run, B.J. Riley, Associate Area Director, Young Life, April 25, 2020 from 6:00 p.m. to 10:30 p.m., Hickory Regional Airport, 3101 9th Avenue Drive NW, Hickory. **(Exhibit VIII.C.)**
 - D. Special Events Activities Application for Hickory Hops, Amy Ogle, Executive Director, Hickory Downtown Development Association, April 25, 2020 from 7:00 a.m. to 11:00 p.m., Government Avenue and 2nd Street SW, Hickory. **(Exhibit VIII.D.)**

- E. Special Events Activities Application for Unifour March for Babies, Rebecca Sellers, Development Manager, March of Dimes, Inc., April 25, 2020 from 7:00 a.m. to 1:00 p.m., L.P. Frans Stadium, 2500 Clement Boulevard, Hickory. **(Exhibit VIII.E.)**
- F. Special Events Activities Application for Downtown Hickory Farmers Market, Kim Bost, Market Manager, Downtown Hickory Farmers Market, Wednesdays and Saturdays, Starting April 18 through October 31, 2020, Wednesdays 8:00 a.m. to 2:30 and Saturdays 6:00 a.m. to 1:30 p.m., Union Square. **(Exhibit VIII.F.)**
- G. Special Events Activities Application for Lenoir-Rhyne University 5K, Kelly Stewart, Owner, Run Time Races LLC, April 4, 2020 from 6:30 a.m. to 11:00 a.m., 526 7th Avenue NE, Hickory. **(Exhibit VIII.G.)**
- H. Special Events Activities Application for Pinwheels for Prevention, Connie Engart, Community Education & Outreach Coordinator, Children's Advocacy & Protection Center, April 1, 2020 from 8:30 a.m. to 2:00 p.m., (Rain Date April 8, 2020), Kiwanis Park, 805 6th Street SE, Hickory. **(Exhibit VIII.H.)**
- I. Approval of an Order to Advertise All Real and Personal Current Fiscal Year Tax Amounts for the City of Hickory Limits for Burke and Caldwell Counties in the Hickory Daily Record in an Attempt to Collect the Delinquent Taxes. **(Exhibit VIII.I.)**

General Statute 105-369(a) mandates that the tax collector must first inform the governing body of and then advertise the "total amount of unpaid taxes for the current fiscal year that are liens on real property". A taxing unit has the option of advertising personal property taxes that are not a lien on real property, but the cost of that advertisement may not be passed along to taxpayers as is the cost of the real property tax lien advertisement. The amount advertised should be only the principal amount of taxes owed, not including any interest, costs, or fees. G.S. 105-369(c) requires that real property tax liens for the current year be advertised at any time from March 1 through June 30. Three actions must occur before the advertisement may be published and posted. (1) The governing body is informed of the "total amount of unpaid taxes for the current fiscal year that are liens on real property". (2) The governing body must issue an order to the tax collector to advertise the tax liens; the order will be issued, presumably, immediately upon receipt of the tax collector's report. (3) At least thirty days before the advertisement is published and posted, the tax collector must provide written notice to the affected taxpayers of the intent to publish outstanding current tax liens. When a taxpayer files a bankruptcy petition, an "automatic stay" immediately becomes effective. Essentially this stay bars any effort by a creditor to collect a debt from the debtor in bankruptcy. The advertisement of a tax lien arguably qualifies as an act to enforce a tax lien and is therefore barred by the automatic stay. The Tax Collector has informed City Council of the unpaid tax amounts for the current fiscal year. It is recommended that City Council issue an order to advertise all real and personal current fiscal year tax amounts in the Hickory Daily Record in an attempt to collect the outstanding taxes.

- J. Approval of an Agreement with Habitat for Humanity of Catawba Valley to Construct a Halifax Home on City-Owned Property Located at 914 3rd Street Place SW in the Amount of \$153,192.33. **(Exhibit VIII.J.)**

Staff requests approval to enter into an agreement with Habitat for Humanity of Catawba Valley to construct one affordable home called the Halifax at 914 3rd Street Place SW on City-owned property using HOME Funds from the Western Piedmont Council of Governments Unifour Consortium. The mission of the City of Hickory's Community Development Division is to preserve the existing housing base, enhance ownership opportunities for all of its citizens to obtain decent housing, and provide a quality environment conducive to the safe and healthy growth of its citizenry. With these goals in mind, the City of Hickory wishes to enter into an agreement with Habitat for Humanity of Catawba Valley to construct one affordable home at 914 3rd Street Place SW on City-owned property using HOME Funds from the Western Piedmont Council of Governments Unifour Consortium. Recently, the Western Piedmont Council of Governments awarded

the City funding for the construction of two affordable homes at the current addresses of 914 and 932 3rd Street Place SW. These homes will be made available to households earning less than 80 percent of the area median income. In an effort to make these houses affordable, the City will connect future homeowners to sources of funding such as the Down Payment Assistance Program through the Western Piedmont Council of Governments and funding from the North Carolina Housing Finance Agency. Staff advertised for competitive bids on the construction of these two homes, using the City's website and also contacting four other prospective reputable contractors. At the February 21st bid opening, four bids were received for the Halifax home at 914 3rd Street Place SW. The low bidder for the Halifax home was Habitat for Humanity of Catawba Valley with a bid of \$153,192.33. Staff recommends approval to enter into a contractual agreement with Habitat for Humanity of Catawba Valley to construct one Halifax home on City-owned property at 914 3rd Street Place SW in the amount of \$153,192.33.

- K. Approval of an Agreement with J and H Development to Construct a Norwood Home on City-Owned Property Located at 932 3rd Street Place SW in the Amount of \$159,450. **(Exhibit VIII.K.)**

Staff requests approval to enter into an agreement with J and H Development to construct one affordable home called the Norwood at 932 3rd Street Place SW on City-owned property using HOME Funds from the Western Piedmont Council of Governments Unifour Consortium. The mission of the City of Hickory's Community Development Division is to preserve the existing housing base, enhance ownership opportunities for all of its citizens to obtain decent housing, and provide a quality environment conducive to the safe and healthy growth of its citizenry. With these goals in mind, the City of Hickory wishes to enter into an agreement with J and H Development to construct one affordable home at 932 3rd Street Place SW on City-owned property using HOME Funds from the Western Piedmont Council of Governments Unifour Consortium. Recently, the Western Piedmont Council of Governments awarded the City funding for the construction of two affordable homes at the current addresses of 914 and 932 3rd Street Place SW. These homes will be made available to households earning less than 80 percent of the area median income. In an effort to make these houses affordable, the City will connect future homeowners to sources of funding such as the Down Payment Assistance Program through the Western Piedmont Council of Governments and funding from the North Carolina Housing Finance Agency. Staff advertised for competitive bids on the construction of these two homes, using the City's website and also contacting four other prospective reputable contractors. At the February 21st bid opening, three bids were received for the Norwood home at 932 3rd Street Place SW. The low bidder for the Norwood home was J and H Development with a bid of \$159,450. Staff recommends approval to enter into a contractual agreement with J and H Development to construct one Norwood home on City-owned property at 932 3rd Street Place SW in the amount of \$159,450.

- L. Approval of an Agreement with the North Carolina Department of Transportation to Administer an Appalachian Regional Commission Transportation Improvement Project to Construct Road Improvements Along 9th Avenue Drive NW. **(Exhibit VIII.L.)**

Staff requests Council's approval of an agreement with the North Carolina Department of Transportation (NCDOT) to administer an Appalachian Regional Commission (ARC) project for economic development along 9th Avenue Drive NW. The Appalachian Regional Commission (ARC) approved a \$1,500,000 grant for Burke County, North Carolina and the City of Hickory to construct access road improvements to facilitate industrial development near the airport. The ARC funds will be used to widen and improve approximately 0.89 mile of roadway on 9th Avenue Drive NW to Goat Farm Road, adjacent to the Hickory Regional Airport. In addition to ARC funds, the City of Hickory will contribute \$1,161,216 to the project for a total estimated project cost of \$2,661,216. The Project consists of construction of access road improvements on SR 1625 (9th Avenue Drive NW) beginning near the intersection of Clement Boulevard and ending at SR 1687 (Goat Farm Road), adjacent to the Hickory Regional Airport for improved accessibility for industrial development. Burke Development Incorporated (BDI)

and the City of Hickory are working to attract industrial users. Staff recommends Council's approval of an agreement with North Carolina Department of Transportation to administer an ARC project to construct road improvement along 9th Avenue Drive NW.

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

The following request was considered by the Citizens' Advisory Committee at their regular meeting on March 5, 2020.

The following applicant is being recommended for approval for assistance under the City of Hickory's 2019 Urgent Repair Program. This program provides qualified low income citizens with assistance for emergency-related repairs not to exceed \$10,000.

- *Michael Hedrick, 131 39th Avenue Court NW, Hickory, up to \$10,000.*

The Citizens' Advisory Committee recommends approval of the aforementioned requests for assistance through the City of Hickory's housing assistance programs.

- N. Approval of a Request from Uni4Artists Association to Paint a Mural on the Building Located at 30 3rd Street NW. **(Exhibit VIII.N.)**

Approval of a request from Uni4Artists Association to paint a mural on the building located at 30 3rd Street NW. Staff was approached by The Uni4Artists Association in December 2019 about painting a mural on the north wall of the Hickory Community Theatre building, where it will be visible from 1st Avenue NW. Staff informed representatives of the association that this is a City-owned building that has been designated as a local historic landmark. As such staff requested that that applicant receive permission from the Hickory Community Theatre as the tenant of the building. The proposed mural would be about 10 feet wide by 8 feet tall, and painted in an elevated position on the already painted brick wall. The name of the theatre would be added where the space allows. After cleaning and refreshing the existing painted wall, the mural would be done in acrylic paint and then sealed with a water-base sealant to protect it from the weather, but allowing removal by pressure washing when/if necessary. The group hopes to paint the mural in the spring. This proposal was reviewed and recommended for approval by the Public Art Commission at their February meeting. The Historic Preservation Commission also reviewed the application at their February meeting. They approved a Certificate of Appropriateness to permit the mural to be painted on the side wall of the historic landmark property. Staff has informed the applicant that they will need to be responsible for maintaining the mural and removing it, if or when that becomes necessary. The applicant will also need to provide a certificate of insurance listing the City as an additional insured. Staff recommends that City Council approve the mural on the north side of 30 3rd Street NW.

- O. Acceptance and Approval of a Golden LEAF Foundation Grant Acknowledgement and Agreement for Project Enzyme Waterline Extension Project in the Amount of \$240,000. **(Exhibit VIII.O.)**

Staff requests Council's acceptance and approval of a Golden LEAF Foundation Grant acknowledgement and agreement for Project Enzyme waterline extension project in the amount of \$240,000 to assist in the development of the Cataler, NA site. In an effort to leverage available money, the City of Hickory and the Economic Development Corporation (EDC) submitted an application and subsequent award of Golden LEAF Foundation Funds. This is the second Golden LEAF Foundation grant approved at Trivium Corporate Center and will be used for development of infrastructure to Cataler, NA. There is not a matching fund requirement, however the agreement has certain goals of job creation, retention and investment in order for the funds to be awarded. The industry promises these threshold levels required by the Golden LEAF agreement in the Economic Development Agreement made with the City and County. The grant proceeds are to be used for waterline extension to the Cataler, NA site. The City of Hickory and

Catawba County entered into an agreement previously to equally cover the cost of development. Staff recommends Council's acceptance and approval of a Golden LEAF Foundation Grant acknowledgement and agreement for Project Enzyme waterline extension project in the amount of \$240,000 to assist in the development of the Cataler, NA site. Staff also requests that the City Manager be delegated as the authorized representative for this project.

- P. Acceptance of a Permanent Sewer Easement for the Property of Go Real Estate Holdings LLC, PIN 3732-10-37-6305, for Installation of Sanitary Sewer Infrastructure. **(Exhibit VIII.P.)**

Staff requests acceptance of a permanent sewer easement for the property of Go Real Estate Holdings LLC, described as PIN: 3732-10-37-6305, for installation of sanitary sewer infrastructure. The Murray Basin in the Hickory service area is the area located between Springs Road, Section House Road and Highland Avenue. This area is not a densely populated area, however there is a substantial industrial presence along Old Highway 70 and mixed residential throughout the basin. The sanitary sewer generated in this basin averages 414,000 gallons per day. Currently, the majority of this sanitary sewer is sent to the City of Conover for treatment and processing before discharge. This permanent easement is necessary for completion of the Murray Basin sanitary sewer project. This easement is necessary for the construction of the infrastructure required to serve this area with sanitary sewer and will not increase the cost of this construction project. The easement was negotiated for a total sum of \$16,000 in exchange for the easement. Staff recommends acceptance of the permanent sewer easement for the property of Go Real Estate Holdings LLC, described as PIN: 3732-10-37-6305 for installation of sanitary sewer infrastructure.

- Q. Acceptance of a Permanent Easement for the Property of Hart Square Foundation, Inc., PIN 2697-04-94-1393 for Installation of Utility Infrastructure. **(Exhibit VIII.Q.)**

Staff requests acceptance of a permanent easement for the property of Hart Square Foundation, Inc., described as PIN: 2697-04-94-1393, for installation of utility infrastructure. The easement is necessary for completion of the Hart Square water line project. This project is designed to spur economic development for the area and serve as fire protection to Hart Square. The easement is necessary for the construction of the infrastructure required to serve this area and will not increase the cost of this construction project. The easement was donated to the City of Hickory and all associated expenditures are covered by Hart Square and Catawba County. Staff requests acceptance of a permanent easement for the property of Hart Square Foundation, Inc., described as PIN: 2697-04-94-1393, for installation of utility infrastructure.

- R. Approval of the Small Business Loan Agreement with Wooley Chicken dba Strauch Fiber Equipment. **(Exhibit VIII.R.)**

In its 2015-2019 Consolidated Plan for Housing and Community Development, the City of Hickory identified increasing entrepreneurship opportunities as a high priority need. This led to the creation of a new program in 2018 to provide small business loans to businesses looking for funding necessary to take their business to the next level and with the intent of creating jobs for low to moderate income persons. The 2019-2020 Community Development Block Grant (CDBG) Annual Action Plan has \$45,000 allocated towards assistance for entrepreneurial activities (which includes these small business loans and the City's existing microenterprise grants). The Small Business Loan program offers loans of up to \$20,000 to business owners for business equipment only. 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. Michael Gallagher has applied for a Small Business Loan to support and enhance his business, Wooley Chicken dba Strauch Fiber Equipment. His business produces high quality tools and equipment for fiber enthusiasts around the world. Michael was one of our first microenterprise grant recipients and has since purchased his own building. Since May 2019, he has purchased two other companies and moved their product facilities to

his Hickory address at 1450 17th Street NE. He is requesting a small business loan in the amount of \$12,000 to purchase a CNC machine that will allow him to purchase a third business and move their production to Hickory as well. The Business Development Committee reviewed the application and recommends approval of the loan in the amount of \$12,000. Staff recommends that City Council approve the Small Business Loan agreement with Wooley Chicken dba Strauch Fiber Equipment.

S. Budget Revision No. 18. **(Exhibit VIII.S.)**

1. To appropriate \$2,556 of General Fund Balance into the Police Department budget for purchase of DARE shirts and items for the DARE curriculum and DARE graduation. These funds are from State Unauthorized Substances Tax money and are received and reside in General Fund Balance until the time of appropriation for specific uses under the State guidelines.
2. To recognize and appropriate an \$80 donation towards the Police Department's Community Navigator program.
3. To appropriate \$1,600 of Sale of Vehicle revenues to the Fire Department's Tuition Reimbursement program. The funds were received from the Department's sale of a 2004 Ford Crown Victoria vehicle on GovDeals.
4. To recognize and budget \$10,136 of insurance-claims revenue received from private party insurance for damages to a Street Department dump truck (#3429) on 10/23/19.
5. To accept a \$250 donation from Everett Chevrolet for the City's annual Easter Egg Hunts on April 4, 2020.
6. To recognize and appropriate \$8,900 in sponsorship funds received for the FY19-20 Senior Games.
7. To recognize a \$10 donation to the Library from Max Thomas, Jr.
8. To appropriate \$479,579 to the Airport Hangar Replacement Capital Project Ordinance (#650030) to cover a required fire suppression system for the new facility. Of this total, \$145,316 will be covered by insurance; \$300,836 from a NCDOT-DOA grant, and \$33,427 by the City's Water and Sewer Fund.
9. To appropriate \$16,000 from Capital Reserve into the Murray Basin Sewer Capital Project Ordinance (#803301) for purchase of an easement from Go Real Estate Holdings, LLC.
10. To appropriate \$300,000 in HOME program funds from the Western Piedmont Council of Governments Unifour Consortium for the construction of two affordable homes located at 914 and 932 3rd Street Place SW.
11. To appropriate a total of \$85,085 towards a tree-removal contract with Graham County Land Company, LLC under the Airport's Land Acquisition/Obstruction Removal Runway 6-24 Capital Project Ordinance (#650027). Of this total, \$77,350 will come from state grants and local matching funds of \$7,735 from General Fund Balance. The remainder of the contract price (\$215,079.25) will be covered by a transfer of available Capital Outlay / Land funds within the project.

IX. Items Removed from Consent Agenda

X. Informational Item

XI. New Business:

A. Public Hearings

B. Departmental Reports

1. Crime Statistics Update – Presentation by Police Chief Thurman Whisnant
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 HRP) (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
Other Minority (Council Appoints) VACANT
Differently-Abled and is African-American or Other Minority (Council Appoints) VACANT

HICKORY REGIONAL PLANNING COMMISSION

(Terms Expiring 6-30; 3-Year Terms With Unlimited Appointments)
(Appointed by City Council)
Brookford (Mayor Appoints with Recommendation from Brookford) VACANT

PARKS AND RECREATION COMMISSION

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Ward 4 (Alderman Williams Appoints) VACANT
(Randall Williams No Longer Eligible to Serve)

PUBLIC ART COMMISSION

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Ward 4 (Alderman Williams Appoints) VACANT
(Randall Williams No Longer Eligible to Serve)

PUBLIC HOUSING AUTHORITY

(Terms Expiring 6-30; 5-Year Terms) (Appointed by the Mayor)
Position 3 (Mayor Appoints) (Matthew Fallaw Resigned 11-6-19) VACANT

RECYCLING ADVISORY BOARD

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
At-Large (Council Appoints) VACANT
At-Large (Council Appoints) VACANT

UNIVERSITY CITY COMMISSION

(Terms Expiring 6-30; 2-Year Terms) (Appointed by City Council)
At-Large (not including ETJ) (Council Appoints)
(Matthew Maulding Resigned 11-9-2019) VACANT
At-Large (not including ETJ) (Council Appoints)
(Rob Taylor Resigned 11-18-2019) VACANT

YOUTH COUNCIL

(Terms Expiring 6-30; 1-Year Terms) (Appointed by City Council)
Hickory Career Arts Magnet VACANT
At-Large VACANT

C. Presentation of Petitions and Requests

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

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

XIV. Adjournment

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

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

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

A Regular Meeting of the City Council of the City of Hickory was held in the Council Chamber of the Municipal Building on Tuesday, March 3, 2020 at 7:00 p.m., with the following members present:

Tony Wood	Hank Guess	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, Assistant City Manager Rodney Miller, Deputy City Attorney Arnita Dula, City Attorney John W. Crone, III, Deputy City Clerk Crystal Mundy and City Clerk Debbie D. Miller

- I. Mayor Guess called the meeting to order. All Council members were present.
- II. Invocation by Reverend Kathy Wood, Executive Director Greater Hickory Cooperative Christian Ministries
- III. Pledge of Allegiance

Mayor Guess recognized a Scout in attendance and asked him to introduce himself.

Scout Jacob Wright introduced himself and advised he was from Troop 238.

Alderwoman Williams recognized some Lenoir-Rhyne University students in attendance.

IV. Special Presentations

- A. Presentation of FY 2020-2021 Board and Commission Work Plans. Presenters will be allotted five (5) minutes to make their presentations to Council. (Exhibit IV.A.)

Board/Commission	Presenter
Business Development Committee	Joan Long
Citizens' Advisory Committee	Cliff Moone
Community Appearance Commission	Charlie Hayes
Community Relations Council	Sandi Fotheringham
Hickory Regional Planning Commission	Randall Mays
Hickory Youth Council	Lana Foss
Historic Preservation Commission	Katherine Mull
Library Advisory Board	Rick Martin
Parks and Recreation Commission	Jim Rogers
Public Art Commission	Beth Schauble
Recycling Advisory Board	Andrew Ballentine
University City Commission	Leah Beth Hubbard

Business Development Committee, Chair Joan Long presented a PowerPoint presentation. She appreciated the fact that Council was letting them come before Council and present their programs. She looked at all of the different committees as arms of the City Council, because Council couldn't keep up with everything that was going on in Hickory. She believed that was why Hickory was so strong right now, and development was so strong. She advised she was the Chair for the Business Development Committee. She commented they have an awesome group of people from various businesses in Hickory. They also have people like Lindsay Keisler from the Chamber of Commerce that comes to their meetings and Jeff Neville from Catawba Valley Community College (CVCC). They offer great insight into what was going on in the community that even they wouldn't know about. When they make decisions, they rely on a lot of their insight that they come forward with. They make recommendations to the City for different programs that Council ask them to recommend. She discussed what they did last year and current year highlights. They reviewed, approved, and recommended Council's approval for three programs, two of them were microenterprise grants, and one was a small business loan that had been awarded this fiscal year. They looked at and made a recommendation for the approval of two vacant building revitalization forgivable loans. One was awarded to the former Emporium, which she believed was the old Woolworth's Building that they were working on currently. The second one was actually an inn, a hotel, in Hickory. It had been a long time since there had been a hotel in Hickory. She believed it was the old Abernathy Building. She had passed by there and saw they were working on that. They were also scheduling some future meetings. They like to do this once a year with the realtors and business associations so that they can get insights into how the Business Development Committee can help them in making decisions and the realtors and business associations can help the Business Development Committee. They collaborate with them also.

Mr. Long discussed the current year highlights. She really appreciated Council because they had a great time giving the "Business. Well Crafted" awards this last year. They held a reception and networking. She heard some really good feedback and she actually had gone into some businesses, and they have their awards sitting out, which makes them feel really good. They were so many businesses that they could have awarded, but they chose

seven. One was an individual that received the award. One was a youth. They had two small businesses, one medium business and two large businesses. She mentioned that it really did make the business owners really feel good that they recognize them. They also are continuing the support of students with attainable goals youth entrepreneurship program. She advised that Jeff Neville had been really helpful with keeping them on board with all of that going on. There was a lot going on with the young people.

Ms. Long discussed the 2020-2021 work plan: providing funding recommendations to Council for small business and revitalization efforts. They will support the small business development efforts and strategies. They want to stay up to date about what was going on and help improve their awareness to businesses about development efforts and recognize local Hickory businesses. She requested Council's approval of their budget for 2020-2021 for \$2,500 which was the same as their budget for last year.

Mayor Guess asked for any questions. He thanked Ms. Long.

Citizens' Advisory Committee, Chair Cliff Moone came to the podium, however his PowerPoint presentation was not ready and he presented after the University City Commission.

Community Appearance Commission, Mr. Charlie Hayes presented a PowerPoint presentation. He presented the Community Appearance Commissions 2020-2021 work plan and budget. Last year, back in the fall in November, a bunch of Council members attended the award ceremony for eight beautification award recipients. They were anything from individuals, to families, to businesses, to neighborhood homes. They had done that the last three or four years where they had different receptions for different awards and they all get a certificate to acknowledge their work. This year, so far, they had done matching grants for approximately \$27,000 and the private investment to date had been approximately \$96,000. A couple of illustrations were the new Charolais, Tasteful Beans downtown, the backside of Tasteful Beans back in the parking lot in the alley way. For their 2021 work plan, they were basically continuing everything that they had done in the past. Administration of the community appearance grants, oversight of the Saturday litter pickup program, tree preservation through Tree City USA, the City's Beautification Awards and they also participate in the annual Earth Day/Arbor Day event which was held at the SALT Block, where they give out tree seedlings and information regarding beautification and preservation initiatives. The big difference this year was, due to the Mayor's initiative, they were working on developing a new litter reduction program along with the Communication Department. That would be rolling out shortly in the next four to six weeks, they hope. They are trying to define what they could do in association with the citizens as well as small businesses, large businesses, and school system. Get everybody involved because they realize it's not just a City of Hickory problem, it was anybody that comes into the City that can help them with this. The only difference with this year's budget, and last year's budget was basically the \$1,800 increase, just to have the litter education and to do things. They had come up with some different ideas about how to present this to the public and involve people. He requested Council's approval of their new budget of \$52,800 versus it used to be \$51,000. He asked Council for any questions.

Mayor Guess commented that he had seen a sneak preview of the litter campaign, and he was excited about that. They were looking forward to getting that kicked off.

Mr. Hayes commented they were too. He thought the kickoff date was going to be Arbor Day. They had thought about bringing in Community Appearance members to the Crawdads game when they first start playing to bring in the kids, because they have got all those promotions, and that's a great way to not only hit Hickory Catawba County residents, but people who come in to see the games.

Community Relations Council, Ms. Sandi Fotheringham presented a PowerPoint presentation. She discussed the four main objectives of their 2021 work plan, with total requested funds of \$17,000. The majority of the funds go out in the form of grants for organizations with programs that promote diversity and positive human relations within the City. Each year, a multicultural community outreach event was planned. This year the Community Relation Council was partnering with Catawba Valley Community College (CVCC) to have a special screening of Miracle and the Untouchables. This event will detail the Miracle of Hickory, in which the Hickory community came together during the 1944 polio epidemic to build a hospital in 54 hours that was open to everyone. They will also recount the incredible story of the 1964 Ridgeview Panthers football team that went undefeated and unscored upon. The event would be held at the Drendel Auditorium on March 16th at 6:30. Other highlights of the work plan included a yearly retreat where Community Relations Council members meet to hear a program on current topics relating to diversity and plan the upcoming year. In the spring, the Community Relations Council host an event to recognize individuals, organizations, and youth who have exemplified positive human relations. This past year an awards banquet was held for the Human Relations Awards presentation. She referred to the PowerPoint and showed some photos of some of their recent grants that were funded, the Special Olympics, Lunch Buddies

program, and the Joy Prom 2019. She showed a photo of the Hickory Community Theater's production of the musical "A Raisin in the Sun" and that was one of their grant recipients. A grant was awarded to the Boys and Girls Club. The money was used for new athletic equipment to be purchased. The Hickory Museum of Art was awarded a grant to assist in bringing Juan Logan's art to the museum. Juan Logan was a retired University of North Carolina Professor and well-known artist. He continues to expand the outreach of his arts unyielding call for social responsibility. The Skills to Change program offers workshops to homeless families and domestic violence victims served by the Family Care Center. The skill set the workshops provides help prepare these victims for jobs and help them keep a personal budget. Stepping to Success was a social and emotional learning program designed to target at risk students, and it was awarded to Jenkins Elementary School. This grant helped fund kids for teachers to help them focus on selected students. The Hope Garden, which helps people eat, provides fresh grown vegetables to individuals and families throughout Hickory. Hope also donates all their production to places such as the Hickory Soup Kitchen, the ECCCM and Pace. In nine seasons, the Hope Garden has produced and delivered over 23,500 pounds of fruits and vegetables. Another grant they awarded was the Hickory Public Schools Education Foundation to provide equipment and materials to Wade Fisher, a teacher at Grandview Middle School. Mr. Fisher's project was a unit on oral history of local military veterans. Students were provided sensitivity training on conducting interviews. They were taught writing narratives and recording and posting the interviews with pictures on social media. Most of the veterans interviewed served in Iraq and Afghanistan. However, students also had the privilege of interviewing a 98 year old African-American female who served in World War II. As a result of one of the YouTube post, Mr. Fisher has been contacted by the North Carolina poet laureate regarding a collaboration with Grandview. Professor Bathanti serves as the writer-in-residence at Asheville's V.A. Medical Center. He was currently working at Hickory's community based outreach clinic helping Vietnam vets deal with PTSD by telling their stories through a creative writing program.

Ms. Fotheringham advised on November 11, 2019, the Community Relations Council's retreat was held at the Hickory Police Department. They had a presentation and discussion led by Steve Hunt and some of his staff from Catawba Valley Community College's Office of Multicultural Affairs. This retreat was designed to help keep them focused on their mission and their work plan. Human Relation Award winners were selected and recognized last spring at a banquet at Highland Recreation Center. The Community Relations Council hosted the community banquet, and there were no empty seats. Emma Sellers, Director of the Multicultural Affairs at Lenoir Rhyne University, served as the keynote speaker. The individual awards were given to Tina Willis the House Manager of Catawba Valley Behavior Health, and Jordan Makant the facilitator of Greater Hickory Cooperative Christian Ministries NETworX Catawba, a program designed to help people out of poverty from a holistic perspective. The group award went to the Hickory Community Theater. She asked Council for questions.

Hickory Regional Planning Commission, Chairman Randall Mays presented a PowerPoint presentation. He presented the 2021 work plan and budget. Every year they do a complete annual review and update of the Hickory Land Development Code and the zoning map. The resources needed for this was provided through the Planning and Development Division's operational budget. They continue to expeditiously review petitions for rezoning(s), special use permits, variances, administrative appeals and other related items. The Hickory Regional Planning Commission was statutorily obligated to review these petitions. The fees collected were used to offset the costs of the legal advertising that they were required to do. They continue to stay current on planning related issues by means of training provided by City staff, legal counsel, and other qualified entities and organizations. City staff typically provides the training to the Commission on new planning development and on the legal matters that might come before them. They provide direction to City staff regarding any upcoming long range planning projects, and the impact gives the Planning Commission, as part of their general duties, provides the City staff with directives regarding planning matters as circumstances arise before them. Therefore, they have zero budget. He asked for questions.

Hickory Youth Council, Ms. Lana Foss presented a PowerPoint presentation. She advised this year they had done a lot of work with the community. They had done many events at Frye Regional Medical Center where they provided food and gifts for the inpatients at the therapy center, they volunteered at the Salvation Army, packed food for the backpack program, and gave presents for Christmas at the Family Care Center. She discussed some other highlights for this year. Last year they completed the mural project for Domestic Abuse Awareness in May of 2019 which was located down the street. They were also going to do a movie screening this year, and were pairing with the Young People of Integrity, it was also for Domestic Abuse Awareness and that should be happening late April of 2020. They were also expanding their role in the City Easter Egg Hunt, which was amazing, a great event in April. She discussed their work plan for the next year. They were going to learn more about the City government, provide more input on issues important to youth and provide their voice in these issues. They were going to perform even more community service projects and continue being active in the State Youth

Council conventions and mini grant conferences. This year the work plan requested an additional \$400 for a grand total of \$4,000. This was the first increase that they had asked for in over a decade. This increase was going to allow the Council to have more funding to promote youth involvement in the City, such as volunteering and services for places like Frye and all the other volunteering. She asked Council for any questions.

Mayor Guess commented that perhaps they could get them involved in the litter initiative.

Historic Preservation Commission, Chair Katherine Mull presented a PowerPoint presentation. She presented the 2021 work plan. She advised the purpose of the Historic Preservation Commission was to safeguard the heritage of the City by preserving properties that embody important elements of its cultural, social, economic, political or architectural history. One of the main responsibilities of the Commission was to review and approve Certificate of Appropriateness requests that were made by property owners of the City's local historic districts and landmarks. The Commission and Staff reviewed six Certificates of Appropriateness within this past year. The Commission has continued to partner with local preservation nonprofits to achieve mutual outreach goals. The Commission recently approved funds towards the creation of a history book on Hylan Porcelain, a former pottery company. It operated a facility near Old Lenoir Road, and produced thousands of pieces that had been sold across the United States. In May of 2019, the boundary increase of the Oakwood National Register Historic District was completed after a multiyear effort. The expansion added 187 new properties to the register. In response to that expansion new historic district signage was funded and would be installed in the coming months. More than 30 property owners had ordered bronze plaques thanks to the City's bronze plaque program. This year's work plan sought \$9,000 in total funding from the City. These funds would be spent across four different fields. She referred to the PowerPoint and displayed the list. They requested \$2,800 in funds that would be used to cover costs related to program administration, general operations, and for training and educational opportunities. The Commission was proud to be designated as a Certified Local Government and had maintained this designation since 1986. As a Certified Local Government they are required to attend training annually. She advised that \$2,000 would be allocated toward the historic plaque program. More than 100 properties remain eligible for bronze plaques, and these funds will allow up to 40 plaques to be partially funded for the year. They anticipated more folks wanting to order those plaques. Another \$2,000 in funds would be dedicated toward outreach efforts. The construction of City Walk along the rail corridor and Book Walk through Ridgeview open the door for potential walking tours highlighting the history of these areas. Lastly, \$2,200 would be available for National Register designation activities. In addition to areas that the Commission seeks to further study, these funds would enable a partnership with the City's Office of Business Development to help with redevelopment efforts of potentially historic commercial properties. She thanked Council for their continued support of historic preservation in the City. She asked for any questions.

Mayor Guess asked for any questions. He thanked Ms. Mull.

Library Advisory Board, Mr. Rick Martin presented a PowerPoint presentation. He presented the Library Advisory Board's work plan for 2020-2021. He referred to the PowerPoint which listed all of the members. He noted they were vacant in Ward 3. He requested Alderman Seaver to get somebody on the Board. They believe a full board was a good board.

Alderman Seaver thought that he might have a volunteer.

Mr. Martin responded good they could use them. He thanked Alderman Seaver. He discussed the work plan objectives: continue the libraries publicity through local media; advocate for public library issues at City Council and State levels; offer volunteer assistance for library programs; the annual fund drive for the library's endowment; and ensure the goals and objectives of library strategic plan are being met.

Mayor Guess asked for any questions.

Parks and Recreation Commission, Mr. Jim Rogers presented a PowerPoint presentation. He presented the Parks, Recreation, and Sports Tourism work plan for 2020/2021. He discussed the first objective of seven. To develop a new master plan for City of Hickory Parks, Recreation, and Sports Tourism. The last master plan was created in 1997. Since then, there had been two needs assessments and modifications the latest which was late 2009. Much had changed in the time since these planning guidance documents were created. How has the makeup of Hickory and the region changed in 23 years since the 1997 plan? What will leisure and recreation needs and taste of Hickory citizens be in 2040? How often should we look at and evaluate what we do to meet these needs? And then that plan of Parks, Recreation, and Sports Tourism will guide how they meet these needs in our changing community. Following the first objective was one which addressed the immediate needs of existing facilities and parks. Weather, along with normal wear, age, and use creates challenges for maintaining and operating high quality facilities.

Included in this objective was improvement of the appearance of facilities in parks, sensible and consistent facility in park signage and beautification of park entrances. Also included in this objective was an evaluation of all existing fields and parks to validate appropriate use and to consider repurposing based upon use and needs. An expanded and growing trail system in the parks requires the provision of mile markers to improve visitor safety and convenience. The next objective looked at new facilities and parks. Phase 1A of the Bruce Meisner Park at 127 and Cloninger Mill Road was currently in the design phase. They look forward to presenting the plan to City Council in the next couple of months. The popularity of splash pads warrants looking at installing additional ones in a few other locations throughout the City. A feasibility study to evaluate prospects for indoor sports and multi-field baseball/softball complex was included in this objective. Public programming in athletics would focus on creation of new special events, festivals, and tournaments. There would be additional focus upon efficiency, personnel, and resource allocation in providing programs, gyms, centers, and parks. Summer camps would be developed in coordination with various partners. Focus would also be given to more effective marketing to elevate participation and enthusiasm among families and individuals. They need to know what the customer wants and expects. Sports tourism was a freshly adopted part of parks and recreation's mission and fosters tournaments and events that enhance the vibrancy of Hickory, creating more and diversified events would be part of this work plan. Relationships and interactions with numerous organizations in Catawba Valley make nurturing partnerships a vital objective. Parks, Recreation and Sports Tourism would excel where it collaborates with all these marvelous organizations. There was an extensive list on page four of their work plan that identified such entities as Lenoir-Rhyne University, the Science Center, Catawba Valley Community College (CVCC), and many others. As a final objective they would evaluate current programming and resources for seniors to ensure their adequacy and to anticipate future needs for these citizens and those that will become them. He thanked Council and asked for any questions.

Public Art Commission, Vice Chair Beth Schauble presented a PowerPoint presentation. She presented the work plan for 2020-2021. They installed two new sculptures this year and they were quite proud of them. The first being "Shapeshifter", which was done by sculptor Mike Roig. It was placed on Lenoir-Rhyne Boulevard and Tate Boulevard intersection. The unique thing about this piece, not only was it a kinetic sculpture that would spin with the wind, but it was their first one that they have fully illuminated, so it could be seen at night as well as in the day. It was finally beginning to spin. It had taken it awhile, but it was moving some now, and it was going to look very good this spring, plus they were hoping to have a dedication this spring, and everyone would be invited. They would let Council know when they get that scheduled. She referred to the PowerPoint and displayed a photo of another fun piece that was put in at Hickory City Park, "Joy Ride". It was a really fun piece that she was hoping the children would enjoy, and just to let people know that are using the tennis courts or using the bike trails, it just offers some fun. It was a fun piece. The next one which was going to be for this year as well as into next year was something that was close to all of their hearts. They were doing a piece to commemorate the Hickory Police Department's Anniversary for their PAC, which was for community policing. She displayed a photo of the piece that they had selected. It was going to be a large exterior sculpture that would be placed in front of the Hickory Police Department, which they were hopefully funding through donations, and grants as a supplement to their annual budget. It was to represent police and community together. The Chief was really excited about this piece. They all are and they are hoping that the whole community could get involved with it and enjoy it as well. The work plan was just basically to complete the sculpture at Hickory Police Department; promotion of existing art; and the maintenance and cleaning of more than 100 sculptures and art benches. She respectfully submitted a budget of \$25,000. She hoped that Council would give it serious consideration. She thanked Council and asked for any questions.

Mayor Guess asked for any questions.

Recycling Advisory Board, Staff Liaison Mr. Andrew Ballentine appreciated the opportunity to fill in for their Chair who was serving elsewhere in the community tonight. He discussed some of the main points of the objectives, because there were numerous objectives that the Recycling Advisory Board attends to each and every year. Their main objective, number one, the board would identify areas of low participation in recycling and would implement methods to encourage participation in these areas. The community impact of that with this outreach should increase their participation rate within the City and therefore, increase the amount of material that was recycled. Objective number two, the board would publicize the City's recycling program and educate the public about other waste reduction methods in the City of Hickory. This would publicly provide not only an opportunity to educate the public about waste reduction but would in fact have produced the amount of recyclables thrown away. Objective number three, the board would recommend opportunities to expand the scope of the City's waste reduction efforts. The community impact of that would be in the fulfillment of this goal would help Hickory continue to be a municipal leader in recycling waste reduction efforts by serving to improve the environment, increase the availability and convenience of recycling, and reduce the costs associated with landfilling materials that are collected. Objective number four, the board

would promote waste and recycling efforts. Campaign aimed directly at schools and students. The Recycling Advisory Board requested \$3,000 for this year's FY2020-2021 budget, which was the same as last year. That goes directly to fund the recycling play that all 3rd and 4th graders in Catawba County and the City of Hickory get to see. He noted they were continuing to improve that, and litter was becoming a bigger and bigger part of that. He knew that would be exciting for Council to hear. They rewrite that play regularly to include more and updated information. He just spoke with them earlier that afternoon to get an update and it was under a rewrite as he spoke. He advised that would be coming here soon. The impact in the community would help educate 3rd and 4th graders, therefore, influencing their families and the community as they grow in our community and to adults who were working in various areas of the City in the surrounding area. Objective number five, the board would continue to review the City's Solid Waste Program Ordinances and determine if recommendations should be made on updating the ordinance. The community impact of that was to clarify the City's Solid Waste Collection Policies and to educate the public about Hickory's commitment to waste reduction. He asked Council for any questions.

Alderman Seaver asked about the education component with the 3rd and 4th graders. He asked if they hit every elementary school in Hickory.

Mr. Ballentine advised the play was performed at the Green Room in Newton. The students come in and see it. Therefore it was much more efficient that way. He highly recommended communicating with the County and seeing when. He would make that available to the City staff of when those plays were showing. It was usually during the day and was usually geared towards the students so it was harder for everyone else to make that.

Alderwoman Patton commended Mr. Ballentine for also working with the County for the annual drive to get all of the electronics and paint. She had been and it was an amazing amount of work on his end, but it was very, very valuable.

Mr. Ballentine commented that it was amazing how much was out there. That was the household hazardous waste event.

Alderman Seaver asked if there was any kind of upheavals coming across through recycling. He knew a lot of cities were losing money on it.

Mr. Ballentine responded that it was very challenging in this current market. Of course, the biggest part of that was us as users of recycling. Making sure that we are following proper protocols and procedures to recycle properly and not contaminate. The new slogan was "When in Doubt, Throw it Out", because there was a term called "wish recycling" that was very prominent and people wish it could be recycled. They throw it in there, and ultimately it causes the problems that they were seeing globally.

City Manager Warren Wood commented like plastic grocery bags. They were going to continue with recycling, but they were going to have to re-gear how the City provides that service in what we collect. It was becoming more challenging financially.

Mr. Ballentine confirmed that was correct.

Alderman Seaver commented that education was a tough job.

Mayor Guess commented they could define that with the littering campaign. Those go hand in hand as far as education was concerned.

Mr. Ballentine replied that was correct. And of course, the best measure was hands on. He referred to Mr. Vollinger, who was a big advocate. When he was out performing his duties for the City, he sees Mr. Vollinger out walking, collecting. He sees other people doing that. It takes just a moment. It was a huge help with recycling and litter pick up. It was very easy to recycle. Plastic bags as mentioned by Mr. Wood, we walk by the containers every time we go into a store so we could easily drop them in. There were programs available for just about everything that they touch.

Mayor Guess finds that our children and our youth know better than the adults do as to what can be in, what can't be.

Mr. Ballentine responded that was true.

Mayor Guess asked for any further questions. He thanked Mr. Ballentine.

University City Commission, Ms. Leah Beth Hubbard advised she was speaking on behalf of the University City Commission, which was a wonderful Commission. The purpose was to build a town/gown relationship. It focuses on how to get their students, their faculty and their staff more engaged in the City. And how to get the City more engaged in Lenoir-

Rhyne. She thought there had been a tremendous turnaround in just the past one to two years that she had noticed in how they had been doing that from athletic events, to the visiting writer series, music productions, theater productions, to anything and everything. They had definitely been hard at work. Their work plan had actually transitioned. They took this year to take a step back and look at their purpose and what they were doing. They decided that they wanted to do some things a little bit differently. They had studied a few other areas, including Greenville and Davidson, to kind of see what those towns were doing and those cities were doing. Greenville had about seven colleges that touches it. How can they be more vibrant? When people think of Lenoir-Rhyne they're thinking of Hickory. And when you're thinking of Hickory, you're thinking of Lenoir-Rhyne. This year's work plan was all geared around events, getting their students out and getting the community reengaged with their campus. Some fun things that they had done was study breaks throughout local businesses. They launched their first one this year actually at Tasteful Beans and over 80 of their students attended throughout that day and they got a cup of coffee and they got to hang out and see what Tasteful Beans was all about. They actually had students who had never been there show up. They would be launching two other ones this year. They were looking at a few places but they had not been approved yet. Some fun places that they may or may not know about. This was a way also to engage in the Friends of LR Program. This was a great opportunity that they have for the community members to promote to their students and their students to receive a little nugget of goodness. Most of these places offer some sort of a discount. They had actually been growing the number and focusing on what students want to engage in from the axe throwing company, Liberty Brew, had been a big hit. As well as a nail salon. They were working with a school on how they can get discounts for their faculty and staff to attend there. It was a wide gamut of things so that everyone can be touched in some way. They were launching that to reach 100 to 115 members right now. That was a great thing that everyone gets to benefit from. They proposed that their budget stayed the same at \$12,000 this year.

Mayor Guess asked for any questions.

Alderman Zagaroli loved her enthusiasm.

Ms. Hubbard mentioned that she had one challenge. They were offering the LRU 5K, which had always been a big joint partnership that they have had. That was scheduled for April 4. She was challenging everyone to come out and join them. LRU was actually challenging the City of Hickory and all of the staff to see who could have the most participants and who could have the best cumulative time. Let the challenge begin.

Alderman Seaver asked if the winners would be the ones with the highest time.

Ms. Hubbard commented they could debate that at a later date.

Citizens Advisory Committee, Chair Cliff Moone presented a PowerPoint presentation. He listed the members of the Citizens Advisory Committee, Mary Young, Yvonne Setzer, Shannon Auer, Rodney Garren, Dave Myers, and Grace McLaurin. He also thanked Karen Dickerson and Heidi Hedrick for what they do for this Committee and getting things ready and all the work that goes into it. Without them nothing would really get done on those monthly meetings in terms of how they try to help the citizens of this community with improvements and loans and other things. He referred to the PowerPoint and discussed current year highlights. There had been improvements to Taft Broome Park. He mentioned the infrastructure improvements in low to moderate income neighborhoods such as the resurfacing of 7th Avenue SW, which included bike lanes. Recent project highlights to Taft Broome Park improvements, he referred to the PowerPoint and showed photos of the picnic shelter before, and the picnic shelter during work projects, and they just finished it and had the inspection. They also had two things in the park, tables and benches before, but he didn't have after because they were still coming. He showed a photo of the grills before and advised the new grills were larger and wider were also there as well. Trash receptacles had been put in and replaced as well. Continuation also of the City's housing rehabilitation programs and support for Habitat repairs program. He showed a photo of before an urgent repair and an after photo when the work was done. He showed a photo of before housing rehab and a housing rehab that was done through the funding that comes through the Citizens Advisory Committee and City Council. They support six presently local nonprofit organizations. He showed a picture of Exodus Homes. They have ALFA, Augustine Literacy Project, the Hickory Soup Kitchen, Family Care Center, and Family Guidance Center. He discussed the work plan for 2020-2021. To represent the citizens in planning and assessing and reviewing the City's community development programs. Recommending loan applications to City Council for various housing related programs offered to low and moderate income families within the City of Hickory, including renovation of existing homes through the City's housing rehabilitation programs. Continue to investigate options for redevelopment of City-owned property as affordable housing. To provide funding for infrastructure and public facility improvements in low to moderate income neighborhoods. He commented it was a pleasure to serve on this

March 3, 2020

committee. He thanked Council for their support and the work that this committee does. He commented it was a pleasure to serve them. He thanked Council.

Mayor Guess commented, on behalf of Council, how much they appreciated how valuable all of the Boards and Commissions were to Council. They greatly, greatly appreciated the work, the effort, and the time that they put into this, not just for five minutes at one time at City Council, but all year long, the volunteerism, the time and quite frankly, it takes a tremendous burden off of the Council to have these different Boards, Commissions and advisory groups to help them and to make our community a better place for everyone. It was greatly appreciated. Those that represented the different Boards and Commissions tonight, and Staff Liaison that were present, he asked them to please reiterate Council's thanks back to their committees and let them know how much they appreciated them. It goes without saying that they were always looking for folks that were willing to serve on these Boards and Commissions. They have volunteers that rotate off, of course, some that serve a couple different terms, but generally speaking, they were always looking for folks that were willing to serve and volunteer. If anyone was interested in that, they could look on the website and see more details about that, or they could contact their individual Council person, any of them would be willing to direct them and guide them as to how to go about that. He thanked everyone for their service.

V. Persons Requesting to Be Heard

VI. Approval of Minutes

A. Regular Meeting of February 18, 2020

Alderwoman Patton moved, seconded by Alderwoman Williams that the Minutes of February 18, 2020 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.

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

A. Amendment to the Traffic Ordinance to Reduce the Posted Limit along 17th Avenue NW. (First Reading Vote: Unanimous)

B. Budget Revision Number 16. (First Reading Vote: Unanimous)

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

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

A. Approved the Special Events Activities Application for Charity Chase Half Marathon & 5K, Kelly Stewart, Co-Chair Rotary Club of Catawba County, March 28, 2020, 5:00 a.m. to 12:00 p.m., Sails on Union Square.

B. Approved the Special Events Activities Application for Girl Scout Block Party, Susan Shoemaker, Inside Recruitment Manager, Girl Scouts Carolinas Peaks to Piedmont, March 14, 2020, 10:00 a.m. to 5:00 p.m., 208 Union Square.

C. Approved the Certificate of Sufficiency and Preliminary Resolution Relative to Street Improvements for Curb and Gutter along a Portion of 28th Avenue Court NE, Hickory, Petition No. 20-01. (Authorized Public Hearing for April 7, 2020 at 7:00 p.m. in Council Chambers of the Julian G. Whitener Municipal Building).

Certificate of Sufficiency
(No. 20-01)

I, Debbie D. Miller, City Clerk of the City of Hickory, North Carolina, do hereby certify that the annexed petition of property owners for the improvement of a portion of 638 28th Avenue Court NE, Hickory was lodged with me on the 20th day of February, 2020, and that I have investigated the sufficiency of said petition; and that the results of my investigation are as follows:

The total number of owners of land abutting on the parts of said street proposed by said petition to be improved is one (1). The number of said owners who signed said petition is one (1), a majority.

The total number of lineal feet of said lands upon the parts of the street proposed by said petition to be improved is 161 feet. The number of said lineal feet represented by said owners who signed said petition is 161 feet, a majority.

For the purposes of said petition a majority in interest of owners of undivided interest in any piece of property have been deemed and treated by me as one person.

I find that the said petition is in all respects sufficient and in conformity with all requirements of Chapter 160 A, Article 10 of the General Statutes of North Carolina, as amended. I find also the parts of said street proposed by said petition to be improved have been definitely laid out, and that the boundaries of same have been definitely fixed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Hickory, this the 21st day of February, 2020.

/s/ Debbie D. Miller, City Clerk

RESOLUTION NO. 20-09
PRELIMINARY RESOLUTION
OF THE CITY COUNCIL OF THE CITY OF HICKORY
(NO. 20-01)

WHEREAS, on the 10th day of February, 2020, property owners of 638 28th Avenue Court NE, Hickory, filed with the City Engineer of the City of Hickory a petition for improving said street by placing and constructing thereon curb and gutter according to plans and specifications on file in the Office of the City Engineer; and

WHEREAS, the City Clerk has certified to this Board that said petition is sufficient in all respects.

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

1. That the above-mentioned petition is found to be sufficient in all respects.
2. That, that portion of 638 28th Avenue Court NE, Hickory be improved by placing and constructing thereon curb and gutter in accordance with plans and specifications on file in the Office of the City Engineer under and by virtue of Chapter 160A, Article 10 of the General Statutes of North Carolina, and that said improvements be done by the City of Hickory or by contract after due notice and advertisement for bids, as outlined by Chapter 143, Section 129 of the General Statutes of North Carolina.
3. That 50 percent of the total cost of the said improvements may be assessed against the property receiving the improvement for constructing curb and gutter \$27.50 per linear foot plus \$14.67 per linear foot for storm drain piping for a total of \$42.17 per linear foot excluding driveway cuts and \$55.25 per linear foot of driveway apron measured at its narrowest point plus \$14.67 per linear foot for storm drain piping for a total of \$69.92 per linear foot of driveway apron
4. That the assessment herein provided for shall be payable in cash, or if the property owners shall so elect, in accordance with Chapter 160A, Sections 232 and 233 of the General Statutes of North Carolina, they shall have the option and privilege of paying the assessment in five (5) equal annual installments, to bear interest at the rate of 8 percent per annum.
5. That a public hearing on all matters covered by this resolution shall be held on April 7, 2020, at 7:00 p.m. in the Council Chamber of the Julian G. Whitener Municipal Building, located at 76 North Center Street, Hickory, North Carolina.

D. Accepted a Temporary Construction and Permanent Easement for the Property of Mark Christopher Leatherman and Rhonda Allison Leatherman Described as PIN 2697-02-88-5288.

Staff requests acceptance of a temporary construction and permanent easement for the property of Mark Christopher Leatherman and Rhonda Allison Leatherman described as PIN: 2697-02-88-5288 for installation of utilities infrastructure on the Hart Square waterline project. The easement is necessary for completion of the Hart Square waterline project. This project is designed to spur economic development for the area. The easement is necessary for the construction of the infrastructure required to serve this area and will not increase the cost of this construction project. The easement was donated to the City of Hickory and all associated expenditures are covered by Hart Square and Catawba County. Staff recommends acceptance of a temporary construction and permanent easement for

the property of Mark Christopher Leatherman and Rhonda Allison Leatherman described as PIN: 2697-02-88-5288 for installation of utilities infrastructure on the Hart Square waterline project.

- E. Approved Additional Services Number Three Agreement with Design Workshop for the Riverwalk Project.

Staff requests Council's approval of additional services number three with Design Workshop for the Riverwalk Project in the amount of \$259,086. The City of Hickory Bond Commission and City Council approved a group of projects that were voted on by the citizens of Hickory to complete with a \$40 million dollar bond referendum. These projects are intended to identify Hickory as a prospering and vibrant City to enjoy, do business in and hopefully move to. Riverwalk Bond Project is one of the core projects of the bond referendum and the third to move forward in construction. This additional services agreement is necessary to redesign the North Carolina Department of Transportation (NCDOT) portion of the project to return the project to within the allowed budget. The Riverwalk NCDOT portion of the project was previously bid and exceeded the project budget. Due to the inclusion of NCDOT funds the project bids had to be rejected and redesign is necessary to advertise again for the project. Staff has negotiated the fees with Design Workshop and their team of consultants to ensure the best project for the least amount of redesign expense. This redesign is necessary to modify the bridge design sufficiently to obtain a project within the budget allowed and still meet the project goals of an attractive feature luring citizens and visitors alike to the waterfront. This additional service agreement includes all design and permitting necessary to bid the project and then limited construction activities participation. The designers will review all shop drawings, questions and request for design intent submittals. The City and our construction administration consultant will handle daily inspections, pay requests and testing. The negotiation for fees on this agreement recognizes that the consultants are not marking up any of their time, they are partially crediting back for the previous estimation work and they are completing in an abbreviate schedule to try and keep the project on track with other construction projects. Staff recommends Council's approval of additional services number three with Design Workshop for the Riverwalk Project in the amount of \$259,086.

- F. Approved an Agreement with North Carolina Department of Transportation (NCDOT) for Grant Funds for Trivium Corporate Center Project Cure.

Staff requests Council's approval of an agreement with North Carolina Department of Transportation (NCDOT) for grant funds for Trivium Corporate Center Project Cure development of roadway access infrastructure. The City of Hickory identified an area in southeast Hickory that is large enough and conducive to development of a business park, convenient to major roadways and adjacent to significant Utility infrastructure. The City of Hickory, Catawba County and the Economic Development Corporation have worked on development of this area as a business park for several years and the City and County have agreed to split the cost of development. Trivium Corporate Center is the business park identified for bond proceeds for the bond referendum that was passed by the City of Hickory. In an effort to leverage available money the City and EDC submitted an application for North Carolina Department of Transportation funds and were approved for \$402,500 in grant funds with a minimum development investment. The grant proceeds are to be used for roadway access infrastructure construction to serve the Project Cure site. The City of Hickory and Catawba County entered into an agreement previously to equally cover the cost of development previously estimated at \$1,173,000 for this phase of development. Staff recommends Council's approval of an agreement with North Carolina Department of Transportation (NCDOT) grant funds for Trivium Corporate Center Project Cure development of roadway access infrastructure.

- G. Approved Changer Order Number Two to the Construction Contract with Neill Grading and Construction Company, Inc. in the Amount of \$127,404.79 for Construction Services Related to the Union Square and Streetscape Renovations Project.

Staff requests Council's approval of change order number two to the construction contract with Neill Grading and Construction Company, Inc. in the amount of \$127,404.79 for construction services related to the Union Square and streetscape renovations project. The City of Hickory Bond Commission and City Council approved a group of projects that were voted on by the citizens of Hickory to complete with a \$40 million dollar bond referendum. These projects are intended to identify Hickory as a prospering and vibrant City to enjoy, do business in and hopefully move to. The Bond Commission and City Council approved the removal of Union Square and Streetscape Renovation project portion of City Walk for the expedient completion of this portion of City Walk. This is funded completely by the City and completing the project this way eliminated some conflicts with State and Federal requirements on funding. The Union Square and streetscape renovation project was designed by Freese Nichols and LandDesign. Change order number two is the culmination of the project changes that represents substantially the electrical changes that were made as a component of the Union Square and streetscapes renovation project. The changes consisted of credits back to the project for

modifications to features to simplify construction and then additions to the project for expanded electrical provision to the area and street light addition around the entire block. The largest addition to the project was for 51 additional circuits and 60 additional receptacles. This change order also includes the conduit installation necessary for Duke Energy to install pedestrian level street lights around the block. This project will be funded with bond proceeds as a component of the City Walk bond project. Staff recommends Council's approval of change order number two to the construction contract with Neill Grading and Construction Company, Inc. in the amount of \$127,404.79 for construction services related to the Union Square and streetscape renovations project.

- H. Approved the Closing of Both Branches of Hickory Public Library on Friday, May 8 from 9:00 a.m. to 5:00 p.m. for Staff Training.

Staff requests the closing of both branches of Hickory Public Library from 9:00 a.m. – 5:00 p.m. on Friday, May 8 for staff training. Public library staff regularly interact with the public and, to provide the best possible customer service, it is necessary to periodically provide training opportunities in which all staff participate at the same time. This year staff will receive training in customer service for the diverse community and prepare for summer learning programs for all ages. Customer service training specific to each library department will be included. All library staff – both full-time and part-time – interact on a daily basis with the public and, therefore, need periodic opportunities to participate in staff development training to re-energize, acquire new skills, and improve their ability to work together as a team. To allow all coworkers to participate, it is necessary to schedule the training during a workday. Staff determined that Friday, May 8 is a date that would create as little disruption as possible in service to the public. Staff recommends the Patrick Beaver Memorial Library and the Ridgeview Branch Library be closed on Friday, May 8, 2020 to allow time for all library employees to participate in staff training.

- I. Approved the Public Art Commission's Application for Grant Funds from the Unifour Foundation in the Amount of \$5,000.

Staff requests approval of the Public Art Commission's application for grant funds from the Unifour Foundation. The Public Art Commission has worked with North Carolina artist Jan Craft to commission a large-scale outdoor sculpture to honor Hickory Police Department (HPD) and the 25th Anniversary of its PACT (Police and Community Together) initiative. The project will create a unique sculpture that will honor and raise awareness of HPD's innovative and influential community policing model. The public private funding partnership will ensure completion of the project and demonstrate community support for the artwork and the HPD. With prominent placement on the front lawn of HPD headquarters, the "Police & Community Together" sculpture will be a creative resource for HPD in telling their story and encouraging conversation about their work and their mission with all visitors, from school children to community members to peer professionals. The \$5,000 grant would supplement the Public Art Commission's annual budget to support the sculpture project. Staff recommends approval of the Unifour Foundation grant application.

- J. Accepted a Donation of a Sculpture for the City's Public Art Collection Offered by Jason and Sunday Richardson.

Staff requests the acceptance of the donation of a sculpture for the City's Public Art Collection which has been offered by Jason and Sunday Richardson. Jason and Sunday Richardson have offered to donate a sculpture from their personal collection to be added to the City's collection of public art. The piece was created by North Carolina artist Frank Holder and is approximately 10 feet tall by 12 feet wide. The sculpture has an estimated value of \$10,000. The Public Art Commission maintains a collection of more than 100 sculptures, paintings and art benches on City property. At their meeting on February 12, 2020, the Public Art Commission voted unanimously to recommend acceptance of the donation by Mr. and Mrs. Richardson. The Richardsons have offered to store the sculpture at their residence until it can be installed on City property. Staff recommends acceptance of the sculpture donation from Jason and Sunday Richardson.

- K. Approved an Application for State Revolving Loan Funds from North Carolina Construction Grants and Loans for the City of Hickory Bio-solids Facility and Approved a Resolution Approving the Provisions of the Required Assistance and Agreement Along with Designating the Authorized Representative.

Staff requests Council's approval of an application for State Revolving Loan Funds from North Carolina Construction grants and loans for the City of Hickory Bio-solids Facility. Staff also requests approval of a Resolution approving the provision of required assistance and agreements along with designating the authorized representative. The City of Hickory, City of Conover, and Catawba County formed the Regional Sludge Consortium to develop and manage the Regional Sludge Management Facility (RSMF). The RSMF is jointly owned and operated by the City of Hickory, with City of Conover and Catawba County. As of July 1, 2019, Catawba County has withdrawn as a partner from the Consortium. Area municipalities take residuals from their wastewater treatment facilities to the RSMF where it

is processed through drying and mixing to produce a quality compost product. The Consortium contracts with Veolia Water North America for the operation and maintenance of the facility. The RSMF is a corrosive environment and requires frequent extensive maintenance and large financial investments. On behalf of the City, HDR Engineering, Inc. (HDR) conducted a condition assessment to evaluate, plan and budget for current and future needs. Ultimately the report recommended that the RSMF be decommissioned and that the City invest in another type of bio-solids stabilization process at one of the City's existing wastewater treatment facilities. The Bio-solids Facility engineering and design was approved by Hickory City Council in October 2019. Hickory Public Utilities staff along with HDR Engineering have continued to develop the preliminary engineering report and 30 percent design plans are due to be complete in March 2020. The application will be requesting a speculated cost of \$25,000,000, which represents the anticipated construction cost of the Bio-solids Facility. This project represents the continued mission of the City of Hickory Public Utilities Department to participate in projects that support the continued protection of our natural resources and remaining a regional provider. Staff recommends Council's approval of an application for State Revolving Loan Funds from North Carolina Construction grants and loans for the City of Hickory Bio-solids Facility. Staff also requests approval of a Resolution approving the provision of required assistance and agreements along with designating the authorized representative.

RESOLUTION NO. 20-10
RESOLUTION BY THE CITY COUNCIL OF
THE CITY OF HICKORY

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment facility projects, and

WHEREAS, The City of Hickory has need for and intends to construct a wastewater treatment facility project described as the City of Hickory Bio-solids Facility, and

WHEREAS, The City of Hickory intends to request state loan and/or grant assistance for the project,

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

That the City of Hickory, the Applicant, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the Applicant will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the Applicant agrees to include in any associated loan agreement a provision authorizing the State Treasurer, upon failure of the City of Hickory to make scheduled repayment of the loan, to withhold from the City of Hickory any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the Applicant will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the City Manager Warren Wood, the Authorized Official, and their successors so titled, are hereby authorized to execute and file an application on behalf of the Applicant with the State of North Carolina for a loan and/or grant to aid in the construction of the project described above.

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

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

Adopted this the 3rd day of March, 2020, at the City of Hickory, North Carolina.

- L. Approved the Change Order with Moss-Marlow Building Company, Inc. in the Amount of \$479,579 for the New Hangar at Hickory Regional Airport.

Staff requests City Council's approval of a change order with Moss-Marlow Building Company, Inc. in the amount of \$479,579 for a fire suppression system that is required in the new 32,000 square foot hangar at the airport. City Council approved a construction bid in the amount of \$1,907,928 to Moss-Marlow Building Company, Inc. on September 17, 2019 to replace the two hangars lost on October 23, 2017 by a confirmed EF2 tornado. The new 32,000 square foot hangar is currently under construction in the original location on the North Ramp. The City received a partial insurance settlement for the loss of Hangars N1 & N2 in the amount of \$1,574,450 and the balance of \$333,378 to award the construction bid was secured through a NCDOT-DOA grant (90 percent) and a City match of 10 percent. Staff reported at the time that a fire suppression system was also required in the new hangar that included additional water volume and pressure needed at the site, along with the addition of foam pumps and generators per NC Building and Fire Codes – these items were estimated at \$450,000 and were not included in the original bid. The City has received final costs for the fire suppression system in the amount of \$479,579. Additional insurance proceeds are expected totaling \$145,316 leaving a balance of \$334,263. The NCDOT-DOA grant will account for 90 percent of this amount, or \$300,836.70, and the local 10 percent share will total \$33,426.30. Water and Sewer Funds will be used for the additional water volume and pressure and will satisfy the 10 percent match for the original bid and the change order. Staff recommends City Council approve a change order with Moss-Marlow Building Company, Inc. in the amount of \$479,579 for a fire suppression system that is required in the new 32,000 square foot hangar at the airport. A budget revision appropriating the State grant, insurance funds and water and sewer funds is also needed.

- M. Approved on First Reading Budget Revision Number 17.

ORDINANCE NO. 20-14
BUDGET REVISION NUMBER 17

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, 2020.

SECTION 1. To amend the General Fund within the FY 2019-20 Budget Ordinance, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Public Safety	25,309	-
Culture and Recreation	750	-
TOTAL	26,059	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous Revenues	26,059	-
TOTAL	26,059	-

SECTION 2. To amend the Water and Sewer Fund within the FY 2019-20 Budget Ordinance, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Environmental Protection	397,425	-
TOTAL	397,425	-

To provide funding for the above, the Water and Sewer revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous Revenues	25,080	-
Restricted Intergovernmental Revenues	372,345	-
TOTAL	397,425	-

SECTION 3. To amend the Transportation Fund within the FY 2019-20 Budget Ordinance, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Transportation	5,400	-
TOTAL	5,400	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous Revenues	5,400	-
TOTAL	5,400	-

SECTION 4. 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 Office for their direction.

IX. Items Removed from Consent Agenda – None

X. Informational Item

XI. New Business:

A. Public Hearings

B. Departmental Reports

1. 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 HRP) (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
 Other Minority (Council Appoints) VACANT
 Differently-Abled and is African-American or Other Minority (Council Appoints) VACANT

HICKORY REGIONAL PLANNING COMMISSION

(Terms Expiring 6-30; 3-Year Terms With Unlimited Appointments)
 (Appointed by City Council)
 Brookford (Mayor Appoints with Recommendation from Brookford) VACANT

LIBRARY ADVISORY BOARD

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

Alderman Seaver nominated Beth Schauble as Ward 3 Representative on the Library Advisory Board.

PARKS AND RECREATION COMMISSION

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
 Ward 4 (Alderman Williams Appoints) VACANT
 (Randall Williams No Longer Eligible to Serve)

PUBLIC ART COMMISSION

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
 Ward 4 (Alderman Williams Appoints) VACANT
 (Randall Williams No Longer Eligible to Serve)

PUBLIC HOUSING AUTHORITY

(Terms Expiring 6-30; 5-Year Terms) (Appointed by the Mayor)
 Position 3 (Mayor Appoints) (Matthew Fallaw Resigned 11-6-19) VACANT

RECYCLING ADVISORY BOARD

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
 At-Large (Council Appoints) VACANT
 At-Large (Council Appoints) VACANT

UNIVERSITY CITY COMMISSION

(Terms Expiring 6-30; 2-Year Terms) (Appointed by City Council)
 At-Large (not including ETJ) (Council Appoints) VACANT
 (Matthew Maulding Resigned 11-9-2019)
 At-Large (not including ETJ) (Council Appoints) VACANT
 (Rob Taylor Resigned 11-18-2019)

YOUTH COUNCIL

(Terms Expiring 6-30; 1-Year Terms) (Appointed by City Council)
Hickory Career Arts Magnet
At-Large

VACANT
VACANT

Mayor Guess moved seconded by Alderwoman Patton approval of the above nomination. The motion carried unanimously.

C. Presentation of Petitions and Requests

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

Mayor Guess requested Council go into Closed Session to discuss a legal matter that was brought to his attention at the beginning of the meeting.

Mayor Guess moved that Council go into closed session at the end of the meeting to consult with the attorneys on a legal matter, seconded by Alderman Seaver. The motion carried unanimously.

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

Mayor Guess gave a shout out to the Police Department for the 15th Annual Polar Plunge for Special Olympics. They had the Fire Department there for the first time this year. They participated along with the Police Department, the Catawba County Sheriff's Department, and various others. He thought the last count was 65 plungers. He reiterated that it was the 15th year. He mentioned that the last count on fundraising was about \$8,800, so it was a worthwhile time. They appreciated all of those that had contributed to the Polar Plunge.

Alderman Zagaroli asked Mayor Guess if he plunged.

Mayor Guess responded yes, sir. The money goes to the Special Olympics Athletes. They had athletes that plunged. People always say that it wasn't that cold. The people that say it wasn't that cold aren't the ones that are jumping in usually. He gave condolences to one of the City coworkers, Assistant Public Services Director Steve Miller. His mother died unexpectedly and they were having her receiving tonight. He also mentioned the disaster in Nashville, Tennessee, the tornado that struck downtown Nashville last night. His last understanding was that they have at least 25 people that had died as a result of that, not to mention the devastation to the town or the City of Nashville. Thoughts and prayers go out to those folks in that community as well.

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

The motion to go into closed session was taken under "Item XII. Matters Not on Agenda".

1. Discussion of Litigation Case 19CVS819 Margaret Anne Mauney versus Baylee Madison Lail and City of Hickory - NCGS §143-318.11(a)(3)

Council convened to closed session at approximately 8:02 p.m.

Council reconvened to open session at approximately 8:07 p.m.

XIV. There being no further business, the meeting adjourned at 8:08 p.m.

Mayor

City Clerk



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

City of Hickory
Special Events/Activities Application
 (Must be submitted to Planning & Development)
SPECIAL EVENT APPLICATION
PUBLIC PROPERTY EVENTS

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

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

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

Applicant should contact permit center to verify date availability prior to submission of application.

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

APPLICANT INFORMATION

Name of Event: New Testament Bible Reading
 Applicant Name & Title: Minister Kathy Wilson
 Organization: Greater Shekinah Glory Church
 Mailing (Billing) Address: 9041 Bowman -Lowman Ave
 City / State / Zip: Hickory, NC 28601
 Daytime Phone: 828-312-6756 Cell: 828-312-6756 Email: rwrenching@hotmail.com
 Description of the Event: Individuals will read the New Testament
 Does the event have a Twitter, Facebook or other social networking page: Facebook
 If yes, please list URL(s): Greater Shekinah Glory Church

Event Address: Julian Whitener Municipal Bldg. 76 N Center St. Hickory, NC 28601
Date of Event: 05/06/2020
Event Start Time: 8:00 am Event End Time: 6:00 pm
Set-Up Begins: 7:00 am Clean-Up Ends: 6:30 pm
Preferred Date & Time of Inspection: 05/06/2020
Estimated Attendance: 20 people, The people will come and go
The Event is: <input type="checkbox"/> Private (by invitation only) or <input checked="" type="checkbox"/> Open to General Public

APPLICANT'S SIGNATURE Kathy Wilson **DATE:** 02/20/2020

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

TENTS & MEMBRANE STRUCTURES

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

Will tent(s) be used for the event? Yes No

Number of Tent(s) planned: _____

Size of Tent(s) planned: _____

Percentage of side walls if any to be used for each tent: _____

Detail tent location, size, percentage of side walls and spacing for each on required site plan.

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

Will inflated/air Supported membrane(s) structures be used for the event? Yes No

Number of air inflated/air supported membrane structures planned: _____

Size(s) air inflated/air supported membrane structures planned: _____

Detail air inflated/air supported membrane structure location(s), size and spacing for each on required Site plan.

POWER SOURCES

Will you use electric generators? Yes No

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

Provide contact information for contractor supplying generator power:
 Name: _____ Phone: _____ Email: _____

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

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

Provide contact information for person responsible for setup of power:
 Name: _____ Phone: _____ Email: _____

HAZARDOUS MATERIALS

Will there be any portable heaters?? Yes No

Will there be any deep fat fryers?? Yes No

Will the event have any hazardous materials such as propane, butane, gasoline, diesel tanks, helium cylinders or other upright tanks? Yes No

If yes, all tanks must be secured in a manner to prevent accidentally being knocked over. All helium tanks not being used shall have their caps in place.

Will there be any fireworks, lasers, torches, candles or pyrotechnics? Yes No

If yes, contact the City of Hickory Fire Prevention office at 828-323-7522 for more information.

VOICE/MUSIC AMPLIFICATION

Are there any musical entertainment features related to your event? Yes No
 (If no proceed to next section)

If yes, state the number of bands and type of music: Number of bands: _____
 Type(s) of music: _____

Will a portable or temporary stage be utilized? Yes No
 If yes*, state the number of portable or temporary stages: _____

Will stage have canopy with frame that supports equipment (lighting, etc.)? Yes No
 If yes* state the size of canopy: _____

Provide contact information for contractor providing stage:
 Name: _____ Phone: _____ Email: _____

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

Will your event use amplified sound? Yes No

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

ALCOHOL

Will alcoholic beverages be served? Yes No (If yes, NC ABC permit required)

Will alcoholic beverages be sold? Yes No (If yes, NC ABC permit required)

What type of alcohol will be served?
 Draft Beer Can/Bottle Beer Wine Liquor

Who will be serving the alcohol? _____

Times for alcohol to be served: _____

Locations within event site where alcohol will be served: _____

Have you applied for a North Carolina temporary ABC permit? Yes No

MECHANICAL RIDES

Does the event include mechanical rides, or other similar attractions? Yes No
 If yes, please describe attractions: _____

Applicants contracting with amusement ride companies are required to provide the City of Hickory with a certificate of insurance, naming applicant and the City of Hickory (if applicable) as additional insured on general liability.

VENDORS

PLEASE ATTACH COMPLETE LIST OF VENDORS.

Does the event include food vendors? Yes No

If the event will have food vendors, please check the following that apply:

- Served Sold Free Catered Prepared Outdoors

An applicant having any food service must contact the Catawba County Health Department at (828) 465-8270 for approval of any food preparation or service.

Does the event include food concession and/or cooking areas? Yes No

If yes, please list each vendor and specify cooking method (Gas, Electric, Charcoal, Other)

(Use additional sheet if necessary)

VENDOR	COOKING METHOD	FOOD ITEM

Fire Code requires a fire extinguisher at each cooking location. Food and beverages shall not be sold at an event unless approved and licensed, if necessary, by the Catawba County Health Department. Event organizers are responsible for arranging health inspections for their events.

EVENT SCHEDULE

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

DATE	TIME	ACTION	ADDITIONAL NOTES

CITY SERVICES

The City of Hickory does not provide amenities such as portable washrooms, sound systems, tables, chairs, tents, canopies or other equipment.

TRASH AND RECYCLING PLAN

In order to determine what types of containers are needed for the event, please answer the following questions:

How many trash bins are you requesting for trash? 0

How many recycle bins are you requesting? 0

Delivery Location? _____

Date and Time for trash or recycling bins to be emptied\picked up: _____

Applicants are responsible for cleaning and restoring the site after the event. The cost of any employee overtime incurred because of an applicant's failure to clean and/or restore the site following the event will be paid for by the applicant. If you reasonably believe that no litter will be generated during your event, please state this in your plan.

PUBLIC PROPERTY CLEAN-UP

Contracted personnel or volunteers may be used if indicated below. What is the clean-up plan for the event? We will do our own clean up

If City personnel are needed to assist with event site clean-up the applicant will be required to hire off Duty personnel.

If needed, please list preferred Date & Time for clean-up staff to arrive: _____

Will any of the following services be used for the event:

- Water Service Portable Toilet Services
- Wastewater Service Public Restrooms Public Electric Power

SAFETY AND SECURITY (CHECK TYPES OF SECURITY USED)

Beer/Alcohol Security Stage Security Event Area Security Gate Security

Road Closure Security Money Handling Security Other _____

Overnight Security From _____ : _____ To _____ : _____

Dates & Times security will be on site: _____

Security provided by: _____ Number of Security Personnel: _____

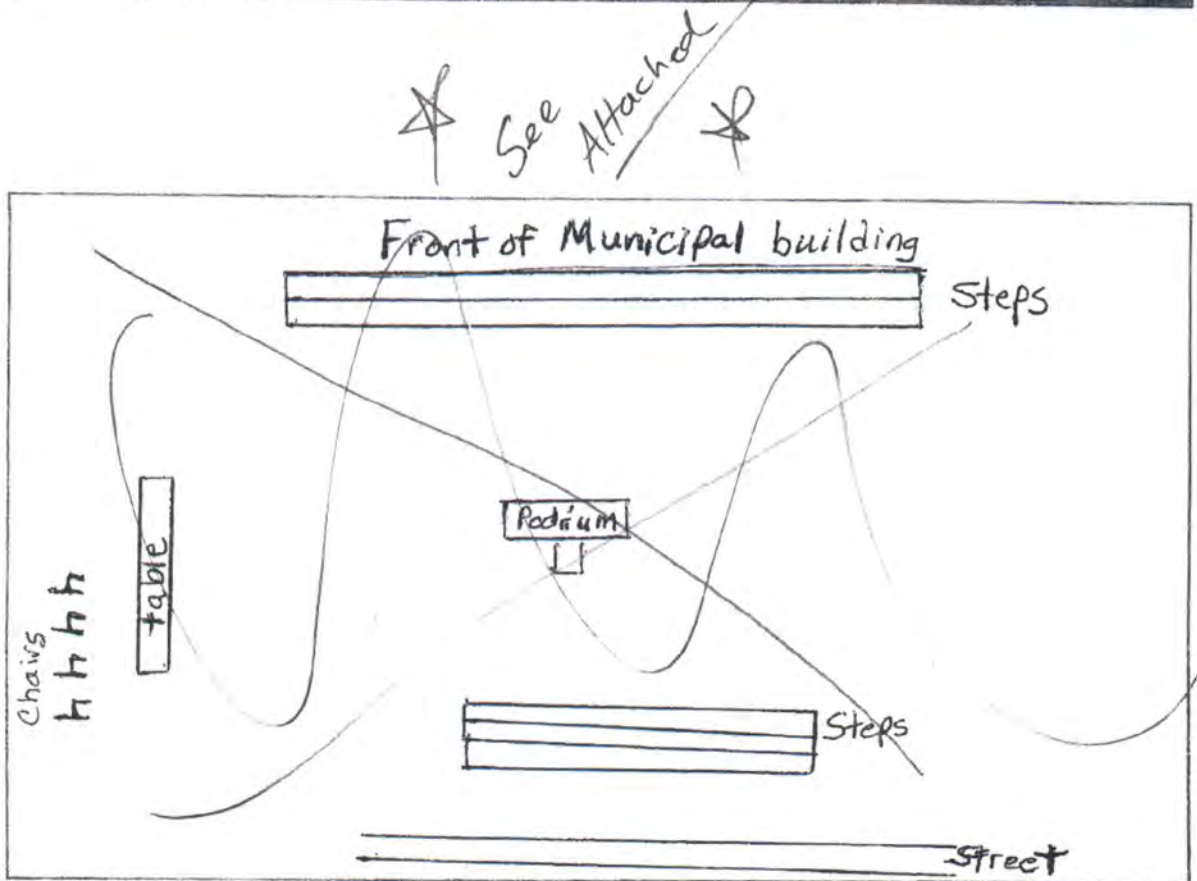
Applicant may be required to hire sworn off-duty City of Hickory police officers to provide security to insure public safety. The Hickory Police Department will determine the number of security personnel required on site.

SITE PLAN

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

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

SITE PLAN SKETCH



ATTACHMENT CHECKLIST

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

All Events:

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

All Public Property Events:

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

-Public Property Event at a Public Park:

Events held at a public park must contact the Recreation and Sports Tourism Department to discuss event details and gain approval from Recreation staff prior to submitting this application to the Permit Center. The Recreation and Sports Tourism Department may be reached at (828) 322-7046 or mseaman@hickorync.gov.

- Email from the Recreation and Sports Tourism Department indicating approval of the event date.

-Public Property Event at the Airport:

Events held at the Hickory Regional Airport must contact the Airport to discuss event details and gain approval from the Airport Director prior to submitting this application to the Permit Center. The Airport Director may be reached at (828) 323-7408 or tclark@hickorync.gov.

- Email from the Airport Director indicating approval of the event date.

-Public Property Event at LP Frans Stadium (Hickory Crawdads):

Events held at LP Frans Stadium must contact the Hickory Crawdads to discuss event details and gain approval from the General Manager prior to submitting this application to the Permit Center. The Hickory Crawdads General Manager may be reached at (828) 322-3000 or dlocascio@hickorycrawdads.com.

- Email from the Hickory Crawdads General Manager indicating approval of the event date.

-Waiver Request

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

USE OF UNION SQUARE AND OTHER PUBLIC PLACES

**** THIS SECTION IS ONLY TO BE COMPLETED IF REQUESTING TO HOLD AN EVENT ON UNION SQUARE COMMON, STREETS ADJOINING THERETO OR OTHER PUBLIC PLACES AND PARKS ****

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

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

- No tents may be placed in the area without being described and exhibited to the Fire Prevention Inspectors of the Hickory Fire Department and special approval by the City Council.
- Public address systems can be used only if specifically requested in the application and special permission given, including limitations as to use.
- Sufficient portable toilets shall be provided for the expected number of participants.
- A first-aid station shall be provided, staffed by competent Emergency Medical Technicians, unless a waiver is requested and granted by the City.
- The applicant shall be responsible for providing trash receptacles of the number and size as the city shall require in order to eliminate litter.
- If the applicant desires to sell alcoholic beverages, it shall specifically so state in its application and shall provide a sketch of the area where the same will be sold and consumed. The area shall be delineated by barricades, with the entrance to be clearly marked and so constructed as to allow ready control of patrons, including viewing of identification to avoid underage persons being within the barricaded area. Signs shall be posted stating that no one shall leave the barricaded area with alcoholic beverages.
- Application must be made to proper State authorities for special permit for sale of alcoholic beverages. Special permit shall be available for inspection by the City at any time.
- The applicant shall assume full liability for all accidents or claims of accidents as a result of activities taking place at the special event and during the time the area is being readied for the event and while it is being cleaned up following the event. A copy of the insurance policy must be submitted to the City Manager's office prior to the event. The policy is to be one of comprehensive general liability in the amount of not less than Three Hundred Thousand Dollars (\$300,000.00) for bodily injury per person and One Million Dollars (\$1,000,000.00) per occurrence and not less than One Hundred Thousand Dollars (100,000.00) for property damage per occurrence.
- The applicant will be responsible for the security or protection of any articles, items, merchandise, display tables, booths or other property owned by the applicant or others participating in the special event.
- Applicants must obtain any special use permits required by the Hickory Fire Inspector, must comply with all applicable provisions of the North Carolina Fire Code and must at all times insure that all fire lanes in the area to be used remain unobstructed.
- Applicants must comply with all applicable Health Department regulations pertaining to the scheduled event.
- Applicants must comply with the requirements of the Hickory Sign Ordinance.
- Applications must comply with any and all local, state, and federal laws pertaining to equal opportunity and should make every effort to make events accessible to the disabled public. In addition, applicants shall not deny access or a vendor's booth to any group based on national origin, race, religion, age, sex, or disability.

Greater Shekinah Glory Church

NAME OF NON-PROFIT ORGANIZATION

BRIEFLY DESCRIBE THE PURPOSE OF THE NON-PROFIT ORGANIZATION:

Church

Church

Church

LIST ORGANIZATIONS OFFICERS:

Dr. Kathy Johnson, Pastor

828-381-7130

TELEPHONE

Ann Mulkey, Sec. Treasurer

828-310-3739

TELEPHONE

TELEPHONE

CHAIRPERSON OF THE SPECIAL EVENT:

Kathy Wilson

828-312-6756

TELEPHONE

NAME

9041 Bowman Lowman Ave, Hickory NC 28601

ADDRESS

The undersigned Applicant is aware of the rules regulating the use of Union Square Common, streets adjoining thereto and other public places and parks for special events, and will abide with the same; and further understands that the City of Hickory will not be responsible for the security or protection of any articles, items, merchandise, display tables, booths or other property owned by the applicant or others participating in the special event. The undersigned Applicant agrees to reimburse the City of Hickory for the additional cost of providing police department and/or fire department personnel to supervise the event, including services rendered both before, during and after the event itself, to ensure the compliance with all laws and ordinance, to direct traffic and to promote the safety and welfare of participants and other citizens.

02/20/2020

Date

Kathy B. Johnson
President

Greater Shekinah Glory Church

Non-Profit Organization

Approved by:

Jaidee [Signature]
~~City Manager~~ Assistant Manager
Executive

DATE 2/25/2020

DATE APPROVED BY HICKORY CITY COUNCIL: _____

NORTH CAROLINA

RELEASE AND INDEMNITY AGREEMENT

CATAWBA COUNTY

THIS RELEASE AND INDEMNITY AGREEMENT, entered into by **THE CITY OF HICKORY**, a North Carolina Municipal Corporation, party of the first part, and the **Greater Shekinah Glory Church**, a non-profit organization with its principal place of operation being Catawba County, North Carolina, party of the second part:

WITNESSETH

WHEREAS, the party of the first part is desirous of allowing the party of the second part to conduct a special event within the City Limits of Hickory, North Carolina, pursuant to the Hickory City Code; and

WHEREAS, the party of the second part is desirous of conducting a special event within the City Limits of Hickory, North Carolina; and

WHEREAS, to this end, said party of the second part has heretofore filed with the City of Hickory an application for approval of said event, and wishes to enter into this Release and Indemnity Agreement pursuant to the Hickory City Code and the administrative rules of the City of Hickory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and for other good and sufficient consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. That the party of the second part hereby completely and unequivocally releases the party of the first part, the officials of the party of the first part, and all employees of said party of the first part, and their families, from any and all claims, damages, injuries or rights of action which the party of the second part may incur by reason of the special event being conducted by the party of the second part.
2. That the party of the second part hereby agrees to indemnify and hold harmless the party of the first part for any liability, injury or claim which may arise to the benefit of the party of the second part as a result of the special event being conducted by the party of the second part.
3. That the parties to this Release and Indemnity Agreement stipulate and acknowledge that there exists sufficient consideration for the execution of this instrument.

This the 20th day of February, 202020.

Kathy B. Johnson
President

Kathy R. Wilson
Witness



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JULIET GOOD INSURANCE 503 4th ST SW HICKORY, NC 28602	CONTACT NAME: JULI HAWES PHONE (A/C No. Ext.): 828-345-0740 FAX (A/C No.): 828-345-0741 E-MAIL ADDRESS: juli.hawes.lsz3@statefarm.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: State Farm Fire and Casualty Company NAIC # 26143	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			93EV 7876-0	11/19/2019	11/19/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE OTH-ER
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/M	N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate is valid for event taking place May 6, 2020
 Certificate holder is listed as additional insured.
CHURCH-RELIGIOUS ORGANIZATION

 DEDUCTIBLE-\$500

CERTIFICATE HOLDER CITY OF HICKORY, NC 111 MAIN AVENUE NE HICKORY, NC 28601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



1in=40ft

Parcel: 370207693605, 76 N CENTER ST HICKORY, 28601

Owners: HICKORY CITY OF,

Owner Address: PO BOX 398

Values - Building(s): \$2,944,200, Land: \$131,300, Total: \$3,075,500

This map/report product was prepared from the Catawba County, NC Geospatial Information Services. Catawba County has made substantial efforts to ensure the accuracy of location and labeling information contained on this map or data on this report. Catawba County promotes and recommends the independent verification of any data contained on this map/report product by the user. The County of Catawba, its employees, agents, and personnel, disclaim, and shall not be held liable for any and all damages, loss or liability, whether direct, indirect or consequential which arises or may arise from this map/report product or the use thereof by any person or entity.

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

City of Hickory
Special Events/Activities Application
(Must be submitted to Planning & Development)
SPECIAL EVENT APPLICATION
PUBLIC PROPERTY EVENTS

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

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

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

Applicant should contact permit center to verify date availability prior to submission of application.

APPLICANT INFORMATION

Name of Event: Worship On Main

Applicant Name & Title: Justin Shull - Sound Engineer

Organization: New Life Ministries / Real Life Community Church

Mailing (Billing) Address: P.O. Box 411

City / State / Zip: Iron Station, NC 28080

Daytime Phone: ~~828~~ Cell: 704-530-4272 Email: newlifeministriesnc@gmail.com

Description of the Event: Worship Service

Does the event have a Twitter Facebook or other social networking page: _____

If yes, please list URL(s): _____

Event Address: <u>246 Union Square NW, Hickory, NC 28601</u>
Date of Event: <u>4-18-2020</u>
Event Start Time: <u>5:00 pm</u> Event End Time: <u>8:00 pm</u>
Set-Up Begins: <u>7:00 pm</u> Clean-Up Ends: <u>9:00 pm</u>
Preferred Date & Time of Inspection: _____
Estimated Attendance: <u>100 - 200</u>
The Event is: <input type="checkbox"/> Private (by invitation only) or <input checked="" type="checkbox"/> Open to General Public


APPLICANT'S SIGNATURE **DATE:** 1-28-2020

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

No tent to be used per applicant

See attached ~~yes~~

TENTS & MEMBRANE STRUCTURES

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

Will tent(s) be used for the event? Yes No

Number of Tent(s) planned: 2

Size of Tent(s) planned: 10' x 10'

Percentage of side walls if any to be used for each tent: 0

Detail tent location, size, percentage of side walls and spacing for each on required site plan.

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

Will inflated/air Supported membrane(s) structures be used for the event? Yes No

Number of air inflated/air supported membrane structures planned: _____

Size(s) air inflated/air supported membrane structures planned: _____

Detail air inflated/air supported membrane structure location(s), size and spacing for each on required Site plan.

POWER SOURCES

Will you use electric generators? Yes No

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

Provide contact information for contractor supplying generator power:

Name: _____ Phone: _____ Email: _____

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

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

Provide contact information for person responsible for setup of power:

Name: _____ Phone: _____ Email: _____

HAZARDOUS MATERIALS

Will there be any portable heaters?? Yes No

Will there be any deep fat fryers?? Yes No

Will the event have any hazardous materials such as propane, butane, gasoline, diesel tanks, helium cylinders or other upright tanks? Yes No

If yes, all tanks must be secured in a manner to prevent accidentally being knocked over. All helium tanks not being used shall have their caps in place.

Will there be any fireworks, lasers, torches, candles or pyrotechnics? Yes No

If yes, contact the City of Hickory Fire Prevention office at 828-323-7522 for more information.

VOICE/MUSIC AMPLICATION

Are there any musical entertainment features related to your event? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If no proceed to next section)
If yes, state the number of bands and type of music: Number of bands: <u>2</u> Type(s) of music: <u>Christian / Gospel</u>
Will a portable or temporary stage be utilized? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes*, state the number of portable or temporary stages: _____ Will stage have canopy with frame that supports equipment (lighting, etc.)? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes* state the size of canopy: _____
Provide contact information for contractor providing stage: Name: _____ Phone: _____ Email: _____
<i>*A Temporary Stage Certification Form must be completed for Catawba County Building Services*</i>
Will your event use amplified sound? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please indicate times Start time: <u>4:00 pm</u> Finish time: <u>8:00 pm</u>

ALCOHOL

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

MECHANICAL RIDES

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

CITY SERVICES

The City of Hickory does not provide amenities such as portable washrooms, sound systems, tables, chairs, tents, canopies or other equipment.

TRASH AND RECYCLING PLAN

In order to determine what types of containers are needed for the event, please answer the following questions:

How many trash bins are you requesting for trash? N/A

How many recycle bins are you requesting? N/A

Delivery Location? _____

Date and Time for trash or recycling bins to be emptied/picked up: _____

Applicants are responsible for cleaning and restoring the site after the event. The cost of any employee overtime incurred because of an applicant's failure to clean and/or restore the site following the event will be paid for by the applicant. If you reasonably believe that no litter will be generated during your event, please state this in your plan.

PUBLIC PROPERTY CLEAN-UP

Contracted personnel or volunteers may be used if indicated below. What is the clean-up plan for the event? _____

If City personnel are needed to assist with event site clean-up the applicant will be required to hire off Duty personnel.

If needed, please list preferred Date & Time for clean-up staff to arrive: _____

Will any of the following services be used for the event:

- Water Service
- Portable Toilet Services
- Wastewater Service
- Public Restrooms
- Public Electric Power

SAFETY AND SECURITY (CHECK TYPES OF SECURITY USED)

- Beer/Alcohol Security
- Stage Security
- Event Area Security
- Gate Security
- Road Closure Security
- Money Handling Security
- Other _____
- Overnight Security From _____: _____ To _____: _____

Dates & Times security will be on site: _____

Security provided by: _____ Number of Security Personnel: _____

Applicant may be required to hire sworn off-duty City of Hickory police officers to provide security to insure public safety. The Hickory Police Department will determine the number of security personnel required on site.

SITE PLAN

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

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

SITE PLAN SKETCH

See Attached

ATTACHMENT CHECKLIST

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

All Events:

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

All Public Property Events:

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

-Public Property Event at a Public Park:

Events held at a public park must contact the Recreation and Sports Tourism Department to discuss event details and gain approval from Recreation staff prior to submitting this application to the Permit Center. The Recreation and Sports Tourism Department may be reached at (828) 322-7046 or mwsaman@hickorync.gov.

- Email from the Recreation and Sports Tourism Department indicating approval of the event date.

-Public Property Event at the Airport:

Events held at the Hickory Regional Airport must contact the Airport to discuss event details and gain approval from the Airport Director prior to submitting this application to the Permit Center. The Airport Director may be reached at (828) 323-7408 or tclark@hickorync.gov.

- Email from the Airport Director indicating approval of the event date.

-Public Property Event at LP Frans Stadium (Hickory Crawdads):

Events held at LP Frans Stadium must contact the Hickory Crawdads to discuss event details and gain approval from the General Manager prior to submitting this application to the Permit Center. The Hickory Crawdads General Manager may be reached at (828) 322-3000 or dlocascio@hickorycrawdads.com.

- Email from the Hickory Crawdads General Manager indicating approval of the event date.

-Waiver Request

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

USE OF UNION SQUARE AND OTHER PUBLIC PLACES

(THIS SECTION IS ONLY TO BE COMPLETED IF REQUESTING TO HOLD AN EVENT IN UNION SQUARE)

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

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

- No tents may be placed in the area without being described and exhibited to the Fire Prevention Inspectors of the Hickory Fire Department and special approval by the City Council.
- Public address systems can be used only if specifically requested in the application and special permission given, including limitations as to use.
- Sufficient portable toilets shall be provided for the expected number of participants.
- A first-aid station shall be provided, staffed by competent Emergency Medical Technicians, unless a waiver is requested and granted by the City.
- The applicant shall be responsible for providing trash receptacles of the number and size as the city shall require in order to eliminate litter.
- If the applicant desires to sell alcoholic beverages, it shall specifically so state in its application and shall provide a sketch of the area where the same will be sold and consumed. The area shall be delineated by barricades, with the entrance to be clearly marked and so constructed as to allow ready control of patrons, *including viewing of identification to avoid underage persons being within the barricaded area.* Signs shall be posted stating that no one shall leave the barricaded area with alcoholic beverages.
- Application must be made to proper State authorities for special permit for sale of alcoholic beverages. Special permit shall be available for inspection by the City at any time.
- The applicant shall assume full liability for all accidents or claims of accidents as a result of activities taking place at the special event and during the time the area is being readied for the event and while it is being cleaned up following the event. A copy of the insurance policy must be submitted to the City Manager's office prior to the event. The policy is to be one of comprehensive general liability in the amount of not less the Three Hundred Thousand Dollars (\$300,000.00) for bodily injury per person and One Million Dollars (\$1,000,000.00) per occurrence and not less than One Hundred Thousand Dollars (100,000.00) for property damage per occurrence.
- The applicant will be responsible for the security or protection of any articles, items, merchandise, display tables, booths or other property owned by the applicant or others participating in the special event.
- Applicants must obtain any special use permits required by the Hickory Fire Inspector, must comply with all applicable provisions of the North Carolina Fire Code and must at all times insure that all fire lanes in the area to be used remain unobstructed.
- Applicants must comply with all applicable Health Department regulations pertaining to the scheduled event.
- Applicants must comply with the requirements of the Hickory Sign Ordinance.
- Applications must comply with any and all local, state, and federal laws pertaining to equal opportunity and should make every effort to make events accessible to the disabled public. In addition, applicants shall not deny access or a vendor's booth to any group based on national origin, race, religion, age, sex, or disability.

New Life Ministries
NAME OF NON-PROFIT ORGANIZATION

BRIEFLY DESCRIBE THE PURPOSE OF THE NON-PROFIT ORGANIZATION:

Share the Word of God

LIST ORGANIZATIONS OFFICERS:

John Jones _____ 980-429-0924
TELEPHONE
Justin Shull _____ 704-530-4272
TELEPHONE

CHAIRPERSON OF THE SPECIAL EVENT:

[Signature] _____
NAME TELEPHONE

ADDRESS

The undersigned Applicant is aware of the rules regulating the use of Union Square Common, streets adjoining thereto and other public places and parks for special events, and will abide with the same; and further understands that the City of Hickory will not be responsible for the security or protection of any articles, items, merchandise, display tables, booths or other property owned by the applicant or others participating in the special event. The undersigned Applicant agrees to reimburse the City of Hickory for the additional cost of providing police department and/or fire department personnel to supervise the event, including services rendered both before, during and after the event itself, to ensure the compliance with all laws and ordinance, to direct traffic and to promote the safety and welfare of participants and other citizens.

Date

President

Non-Profit Organization

Approved by:

[Signature]
~~CEO/MANAGER~~ Executive Assistant Mgr. DATE

2/28/2020

DATE APPROVED BY HICKORY CITY COUNCIL: _____

NORTH CAROLINA

RELEASE AND INDEMNITY AGREEMENT

CATAWBA COUNTY

THIS RELEASE AND INDEMNITY AGREEMENT, entered into **by THE CITY OF HICKORY**, a North Carolina Municipal Corporation, party of the first part, and the New Life Ministries, a non-profit organization with its principal place of operation being Lenoir County, North Carolina, party of the second part:

WITNESSETH

WHEREAS, the party of the first part is desirous of allowing the party of the second part to conduct a special event within the City Limits of Hickory, North Carolina, pursuant to the Hickory City Code; and

WHEREAS, the party of the second part is desirous of conducting a special event within the City Limits of Hickory, North Carolina; and

WHEREAS, to this end, said party of the second part has heretofore filed with the City of Hickory an application for approval of said event, and wishes to enter into this Release and Indemnity Agreement pursuant to the Hickory City Code and the administrative rules of the City of Hickory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and for other good and sufficient consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. That the party of the second part hereby completely and unequivocally releases the party of the first part, the officials of the party of the first part, and all employees of said party of the first part, and their families, from any and all claims, damages, injuries or rights of action which the party of the second part may incur by reason of the special event being conducted by the party of the second part.
2. That the party of the second part hereby agrees to indemnify and hold harmless the party of the first part for any liability, injury or claim which may arise to the benefit of the party of the second part as a result of the special event being conducted by the party of the second part.
3. That the parties to this Release and Indemnity Agreement stipulate and acknowledge that there exists sufficient consideration for the execution of this instrument.

This the 3d day of February, 2020.



President



Witness



sails on the square r Hic...



See similar places



Bisque N Beads



Olde Hickory Tap Room
American • \$\$



Setup? under love!



Union Square



Speakers
+
Microphone
+
Guitar

Hickory Farmers Market



Olde Hickory Station

Sails On The Square

4.6 ★★★★★ (16)

Event venue · 23 mi



Directions



Start



Share



Ed

From: Pang Xiong <pxiong@hickorync.gov>
Sent: Tuesday, February 25, 2020 10:20 AM
Subject: RE: Worship on Main 2020

All:

Applicant states they **will not** be bringing/using tents at this event. Please disregard that portion in their application. They will set up under sails as it states in their site plan.

Pang Xiong

Planning Technician

pxiong@hickorync.gov

City of Hickory

P.O. Box 398

Hickory, NC 28603

Phone 828-323-7556

www.hickorync.gov



 Please consider the environment before printing this email 

Pursuant to North Carolina General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to request and review.

Sent from [Mail](#) for Windows 10



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/7/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

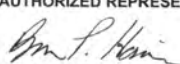
PRODUCER American Church Group of North Carolina, LLC 401 E Antietam St., Ste B Hagerstown, MD 21740	CONTACT NAME: PHONE (A/C, No, Ext): (877) 766-7981 E-MAIL ADDRESS: service@bitnerhenry.com	FAX (A/C, No): (877) 281-9040
	INSURER(S) AFFORDING COVERAGE	
INSURED Real Life Community Church PO Box 411 Iron Station, NC 28080	INSURER A: Brotherhood Mutual Insurance Company	NAIC # 13528
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		32M5A354590	9/3/2018	9/3/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Hickory is named as an additional insured on this policy in relation to use of The Sails of Hickory 246 Union Square, Hickory, NC 28601 for the event being held on April 18, 2020.

CERTIFICATE HOLDER City of Hickory 76 N Center St Hickory, NC 28601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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City of Hickory
 PO Box 398
 Hickory, NC 28603
 Telephone
 828-323-7410
 Fax 828-323-7474

City of Hickory
Special Events/Activities Application
 (Must be submitted to Planning & Development)
SPECIAL EVENT APPLICATION
ROAD RACE EVENTS

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

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

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

Applicant should contact permit center to verify date availability prior to submission of application.

**NO MORE THAN 2 RACES WILL BE ALLOWED IN ANY GIVEN MONTH

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

APPLICANT INFORMATION

Name of Event: Catawba County Vays Life 5K Glow Run
 Applicant Name & Title: BJ Billy Associate Area Director
 Organization: Vays Life
 Mailing (Billing) Address: PO Box 9251
 City / State / Zip: Hickory NC 28603
 Daytime Phone: (919) 619-8069 Cell: (919) 619-8069 Email: bjriley1@gmail.com
 Description of the Event: 5K Glow Run

Does the event have a Twitter, Facebook or other social networking page:

If yes, please list URL(s): https://www.facebook.com/home/NC/Hickory/Catawba-County-Vays-Life-5K-Glow-Run

Event Address:	<u>3101 9th Drive NW, Hickory NC</u>		
Date of Event:	<u>April 25th</u>		
Event Start Time:	<u>8:00 pm</u>	Event End Time:	<u>10:00 pm</u>
Set-Up Begins:	<u>6:00 pm</u>	Clean-Up Ends:	<u>10:30 pm</u>
Preferred Date & Time of Inspection:	<u>April 24th 11am or after</u>		
Estimated Attendance:	<u>250-300</u>		
The Event is:	<input type="checkbox"/> Private (by invitation only) or <input checked="" type="checkbox"/> Open to General Public		

APPLICANT'S SIGNATURE

DATE: 2/13/20

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

TENTS & MEMBRANE STRUCTURES

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

Will tent(s) be used for the event? Yes No

Number of Tent(s) planned: _____

Size of Tent(s) planned: _____

Percentage of side walls if any to be used for each tent: _____

Detail tent location, size, percentage of side walls and spacing for each on required site plan.

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

Will inflated/air Supported membrane(s) structures be used for the event? Yes No

Number of air inflated/air supported membrane structures planned: _____

Size(s) air inflated/air supported membrane structures planned: _____

Detail air inflated/air supported membrane structure location(s), size and spacing for each on required Site plan.

POWER SOURCES

Will you use electric generators? Yes No

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

Provide contact information for contractor supplying generator power:

Name: _____ Phone: _____ Email: _____

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

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

Provide contact information for person responsible for setup of power:

Name: _____ Phone: _____ Email: _____

HAZARDOUS MATERIALS

Will there be any portable heaters?? Yes No

Will there be any deep fat fryers?? Yes No

Will the event have any hazardous materials such as propane, butane, gasoline, diesel tanks, helium cylinders or other upright tanks? Yes No

If yes, all tanks must be secured in a manner to prevent accidentally being knocked over. All helium tanks not being used shall have their caps in place.

Will there be any fireworks, lasers, torches, candles or pyrotechnics? Yes No

If yes, contact the City of Hickory Fire Prevention office at 828-323-7522 for more information.

VOICE/MUSIC AMPLIFICATION

Are there any musical entertainment features related to your event? Yes No
 (If no proceed to next section)

If yes, state the number of bands and type of music: Number of bands: _____
 Type(s) of music: Music from an ipod

Will a portable or temporary stage be utilized? Yes No
 If yes*, state the number of portable or temporary stages: _____
 Will stage have canopy with frame that supports equipment (lighting, etc.)? Yes No
 If yes* state the size of canopy: _____

Provide contact information for contractor providing stage:
 Name: _____ Phone: _____ Email: _____

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

Will your event use amplified sound? Yes No
 If yes, please indicate times: Start time: 9:00pm Finish time: 10:00pm

ALCOHOL

Will alcoholic beverages be served? Yes No (If yes, NC ABC permit required)

Will alcoholic beverages be sold? Yes No (If yes, NC ABC permit required)

What type of alcohol will be served?
 Draft Beer Can/Bottle Beer Wine Liquor

Who will be serving the alcohol?

Times for alcohol to be served:

Locations within event site where alcohol will be served:

Have you applied for a North Carolina temporary ABC permit? Yes No

VENDORS

PLEASE ATTACH COMPLETE LIST OF VENDORS IF ON PUBLIC PROPERTY.

Does the event include food vendors? Yes No

If the event will have food vendors, please check the following that apply:
 Served Sold Free Catered Prepared Outdoors

An applicant having any food service must contact the Catawba County Health Department at (828) 465-8270 for approval of any food preparation or service.

Does the event include food concession and/or cooking areas? Yes No

If yes, please list each vendor and specify cooking method (Gas, Electric, Charcoal, Other)
(Use additional sheet if necessary)

VENDOR	COOKING METHOD	FOOD ITEM
N/A		

Fire Code requires a fire extinguisher at each cooking location. Food and beverages shall not be sold at an event unless approved and licensed, if necessary, by the Catawba County Health Department. Event organizers are responsible for arranging health inspections for their events.

EVENT SCHEDULE

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

DATE	TIME	ACTION	ADDITIONAL NOTES
4/25	6 pm	set up	
4/25	6:30 pm	pre registration	
4/25	8 pm	race begins	
4/25	9:20 pm	departure of runners	
4/25	9:30 - 10 pm	clean up	

CITY SERVICES

The City of Hickory does not provide amenities such as portable washrooms, sound systems, tables, chairs, tents, canopies or other equipment.

<p>TRASH AND RECYCLING PLAN</p> <p>In order to determine what types of containers are needed for the event, please answer the following questions:</p> <p>How many trash bins are you requesting for trash? <u>2</u></p> <p>How many recycle bins are you requesting? <u>1</u></p> <p>Delivery Location? <u>Hickory airport / we can also bring trash cans</u></p> <p>Date and Time for trash or recycling bins to be emptied \ picked up:</p> <p>_____</p> <p><i>Applicants are responsible for cleaning and restoring the site after the event. The cost of any employee overtime incurred because of an applicant's failure to clean and/or restore the site following the event will be paid for by the applicant. If you reasonably believe that no litter will be generated during your event, please state this in your plan.</i></p>
<p>PUBLIC PROPERTY CLEAN-UP</p> <p>Contracted personnel or volunteers may be used if indicated below. What is the clean-up plan for the event? <u>complete clean up</u></p> <p><i>If City personnel are needed to assist with event site clean-up the applicant will be required to hire off Duty personnel.</i></p> <p>If needed, please list preferred Date & Time for clean-up staff to arrive: <u>N/A</u></p>
<p>Will any of the following services be used for the event:</p> <p><input type="checkbox"/> Water Service <input type="checkbox"/> Portable Toilet Services</p> <p><input type="checkbox"/> Wastewater Service <input checked="" type="checkbox"/> Public Restrooms <input type="checkbox"/> Public Electric Power</p>
<p>SAFETY AND SECURITY (CHECK TYPES OF SECURITY USED)</p> <p><input type="checkbox"/> Beer/Alcohol Security <input type="checkbox"/> Stage Security <input type="checkbox"/> Event Area Security <input type="checkbox"/> Gate Security</p> <p><input type="checkbox"/> Road Closure Security <input type="checkbox"/> Money Handling Security <input type="checkbox"/> Other _____</p> <p><input type="checkbox"/> Overnight Security From _____: _____ To _____: _____</p> <p>Dates & Times security will be on site: _____</p> <p>Security provided by: _____ Number of Security Personnel: _____</p> <p><i>Applicant may be required to hire sworn off-duty City of Hickory police officers to provide security to insure public safety. The Hickory Police Department will determine the number of security personnel required on site.</i></p>

WALK, RUN, CYCLE EVENTS ON PUBLIC ROADWAYS

Number of participants expected: 250-300 % of participants expected under 18: 75%

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

Number of volunteers expected: 40 % of volunteers expected under 18: 50%

Check the approved City/NCDOT Route on public roadways below

- 5K 1 Downtown 5k** (Not allowed on Saturdays during the Downtown Hickory Farmers Market: Mid-April thru November)
- 5K 2 Hickory Foundation YMCA** (Can start and finish in Downtown District or other locations on route)
- 5K 3 FRMC 5K** (Can start and finish in Downtown District or other locations on route)
- 5K 4 Neill Clark Park 5k** (Must contact Recreation and Sports Tourism Department at 828-322-7046 and submit email confirmation with the Special Event application.)
- 5K 5 Winkler Park 5k** (Must contact Recreation and Sports Tourism Department and Hickory Crawdads and submit email confirmation with Special Event application. The Recreation Director can be reached at 828-322-7046 or mseaman@hickorync.gov and the Hickory Crawdads General Manager can be reached at 828-322-3000 or dlocascio@hickorycrawdads.com.)
- 5K 6 LRU 5K** (Must clear route with LRU before submitting Special Event application. (Can start and finish in various locations, including First Methodist Church)
- 10K 1** Hickory Foundation YMCA (Can start and finish in Downtown District)
- 10K 2** Do a 5k route twice, which 5k route? _____
- Half Marathon 1** (13.1 miles)
- Cycle Route 1** (10 mile)
- Cycle Route 2** (32 mile)

APPROVED ROUTES/EVENTS AT THE AIRPORT AND PUBLIC PARKS

AIRPORT ROUTE

- Hickory Regional Airport 5k
- Approval from Airport Director

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

Name the new date proposed and time: April 25th 7pm

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

PUBLIC PARKS ROUTES

Approval for park use may be obtained from the Recreation and Sports Tourism Department at 828-322-7046.

- Hickory City Park to Geitner-Rotary Park 5k via paved
(Please include email confirmation with approval to use park with application.)
- Henry Fork River Regional Recreation Park
(Please include email confirmation with approval to use park with application.)
- Neill W. Clark Jr. Recreation Park - **Event within park, could be different activities on fields**
(Please include email confirmation with approval to use park with application.)
- Highland Recreation Center at Stanford Park Options
 - 3.2 option
 - 3.1 option
 - 4.5 option – **All options along sidewalks**(Please include email confirmation with approval to use park with application.)

ADDITIONAL GUIDELINES AND REQUIREMENTS

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

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

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

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

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

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

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

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

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

Organizers to make sure race starts at the time approved on the application. Any deviated start times shall be requested no later than 30 days prior to the event. A deviated time request cannot be guaranteed approval. BR

Event organizers to assist in enforcing safe roadway rules. BR

Event volunteers standing throughout the course to direct as well as instruct participants to stay out of the roadway. BR

Cancellation of any event must be in writing/email to the permit center no later than 30 days prior to the scheduled date of the event. BR

A VIOLATION OF ANY GUIDELINE REQUIREMENT COULD RESULT IN THE DENIAL OF FUTURE EVENTS. BR

SITE PLAN

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

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

SITE PLAN SKETCH

See Attached

ATTACHMENT CHECKLIST

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

All Events:

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

All Public Property Events:

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

-Public Property Event at a Public Park:

- Email from the Recreation and Sports Tourism Department indicating approval of the event date. The Sports Tourism and Recreation Director may be reached at (828) 322-7046 or mseaman@hickorync.gov.

-Public Property Event at the Airport:

- Email from the Airport Director indicating approval of the event date. The Airport Director may be reached at (828) 323-7408 or tclark@hickorync.gov.

-Public Property Event at LP Frans Stadium (Hickory Crawdads):

- Email from the Hickory Crawdads General Manager indicating approval of the event date. Hickory Crawdads General Manager may be reached at (828) 322-3000 or dlocascio@hickorycrawdads.com.

-Waiver Request

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

USE OF UNION SQUARE AND OTHER PUBLIC PLACES

**** THIS SECTION IS ONLY TO BE COMPLETED IF REQUESTING TO HOLD AN EVENT ON UNION SQUARE COMMON, STREETS ADJOINING THERETO OR OTHER PUBLIC PLACES AND PARKS ****

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

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

- No tents may be placed in the area without being described and exhibited to the Fire Prevention Inspectors of the Hickory Fire Department and special approval by the City Council.
- Public address systems can be used only if specifically requested in the application and special permission given, including limitations as to use.
- Sufficient portable toilets shall be provided for the expected number of participants.
- A first-aid station shall be provided, staffed by competent Emergency Medical Technicians, unless a waiver is requested and granted by the City.
- The applicant shall be responsible for providing trash receptacles of the number and size as the city shall require in order to eliminate litter.
- If the applicant desires to sell alcoholic beverages, it shall specifically so state in its application and shall provide a sketch of the area where the same will be sold and consumed. The area shall be delineated by barricades, with the entrance to be clearly marked and so constructed as to allow ready control of patrons, including viewing of identification to avoid underage persons being within the barricaded area. Signs shall be posted stating that no one shall leave the barricaded area with alcoholic beverages.
- Application must be made to proper State authorities for special permit for sale of alcoholic beverages. Special permit shall be available for inspection by the City at any time.
- The applicant shall assume full liability for all accidents or claims of accidents as a result of activities taking place at the special event and during the time the area is being readied for the event and while it is being cleaned up following the event. A copy of the insurance policy must be submitted to the City Manager's office prior to the event. The policy is to be one of comprehensive general liability in the amount of not less than Three Hundred Thousand Dollars (\$300,000.00) for bodily injury per person and One Million Dollars (\$1,000,000.00) per occurrence and not less than One Hundred Thousand Dollars (100,000.00) for property damage per occurrence.
- The applicant will be responsible for the security or protection of any articles, items, merchandise, display tables, booths or other property owned by the applicant or others participating in the special event.
- Applicants must obtain any special use permits required by the Hickory Fire Inspector, must comply with all applicable provisions of the North Carolina Fire Code and must at all times insure that all fire lanes in the area to be used remain unobstructed.
- Applicants must comply with all applicable Health Department regulations pertaining to the scheduled event.
- Applicants must comply with the requirements of the Hickory Sign Ordinance.
- Applications must comply with any and all local, state, and federal laws pertaining to equal opportunity and should make every effort to make events accessible to the disabled public. In addition, applicants shall not deny access or a vendor's booth to any group based on national origin, race, religion, age, sex, or disability.

Catawba County Young Life
NAME OF NON-PROFIT ORGANIZATION

BRIEFLY DESCRIBE THE PURPOSE OF THE NON-PROFIT ORGANIZATION:
To share the gospel with high school and middle school students.

LIST ORGANIZATIONS OFFICERS:

BJ Riley

(919) 614-8069

Victoria Hobart

TELEPHONE
(828) 228-4839

Wynn Roberts

TELEPHONE
(410) 456-0360
TELEPHONE

CHAIRPERSON OF THE SPECIAL EVENT:

BJ Riley
NAME

(919) 614-8069
TELEPHONE

2354 29th Ave N NE Hickory NC 28601
ADDRESS

The undersigned Applicant is aware of the rules regulating the use of Union Square Common, streets adjoining thereto and other public places and parks for special events, and will abide with the same; and further understands that the City of Hickory will not be responsible for the security or protection of any articles, items, merchandise, display tables, booths or other property owned by the applicant or others participating in the special event. The undersigned Applicant agrees to reimburse the City of Hickory for the additional cost of providing police department and/or fire department personnel to supervise the event, including services rendered both before, during and after the event itself, to ensure the compliance with all laws and ordinance, to direct traffic and to promote the safety and welfare of participants and other citizens.

2/13/20
Date

BJ Riley
President
Catawba County Young Life
Non-Profit Organization

Approved by:

[Signature]
CITY MANAGER

3/2/2020
DATE

Executive Assistant Manager
DATE APPROVED BY HICKORY CITY COUNCIL: _____

NORTH CAROLINA

RELEASE AND INDEMNITY AGREEMENT

CATAWBA COUNTY

THIS RELEASE AND INDEMNITY AGREEMENT, entered into by THE CITY OF HICKORY, a North Carolina Municipal Corporation, party of the first part, and the Catawba Valley Young Life, a non-profit organization with its principal place of operation being Catawba County, North Carolina, party of the second part:

WITNESSETH

WHEREAS, the party of the first part is desirous of allowing the party of the second part to conduct a special event within the City Limits of Hickory, North Carolina, pursuant to the Hickory City Code; and

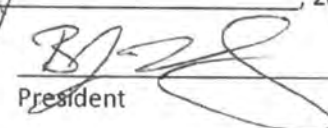
WHEREAS, the party of the second part is desirous of conducting a special event within the City Limits of Hickory, North Carolina; and

WHEREAS, to this end, said party of the second part has heretofore filed with the City of Hickory an application for approval of said event, and wishes to enter into this Release and Indemnity Agreement pursuant to the Hickory City Code and the administrative rules of the City of Hickory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and for other good and sufficient consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. That the party of the second part hereby completely and unequivocally releases the party of the first part, the officials of the party of the first part, and all employees of said party of the first part, and their families, from any and all claims, damages, injuries or rights of action which the party of the second part may incur by reason of the special event being conducted by the party of the second part.
2. That the party of the second part hereby agrees to indemnify and hold harmless the party of the first part for any liability, injury or claim which may arise to the benefit of the party of the second part as a result of the special event being conducted by the party of the second part.
3. That the parties to this Release and Indemnity Agreement stipulate and acknowledge that there exists sufficient consideration for the execution of this instrument.

This the 13th day of February, 2020.



President

Witness



1in=1200ft

Parcel: 279314442562, 2030 9TH AVE DR NW HICKORY, 28601

5k Run :

Owners: HICKORY CITY OF,

Owner Address: PO BOX 398

Values - Building(s): \$0, Land: \$1,436,200, Total: \$1,436,200

This map/report product was prepared from the Catawba County, NC Geospatial Information Services. Catawba County has made substantial efforts to ensure the accuracy of location and labeling information contained on this map or data on this report. Catawba County promotes and recommends the independent verification of any data contained on this map/report product by the user. The County of Catawba, its employees, agents, and personnel, disclaim, and shall not be held liable for any and all damages, loss or liability, whether direct, indirect or consequential which arises or may arise from this map/report product or the use thereof by any person or entity.

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CERTIFICATE OF LIABILITY INSURANCE

Exhibit VIII.C.

5/1/2020

DATE (MM/DD/YYYY)

2/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED 1045687 Young Life, Et Al Attn: Insurance Department 420 N. Cascade Ave. P. O. Box 520 Colorado Springs CO 80901															

COVERAGES YOUL101 **CERTIFICATE NUMBER:** 16595088 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____	Y	N	CGO G27629659	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one perscn) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Young Life (NC21) use of Hickory Regional Airport for a 5K on 4/25/2020 Certificate Holder is an Additional Insured with respect to liability arising out of the operations of the insured and to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

CERTIFICATE HOLDER

16595088
 City of Hickory
 3101 9th Ave Dr NW,
 Hickory, NC 28601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Adam D. McDonough

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From: Pamela Craig
Sent: Wednesday, February 19, 2020 1:48 PM
To: Pang Xiong
Cc: Teresa Hamby
Subject: FW: Young Life 5k Glow Run

From: Pamela Craig
Sent: Wednesday, February 19, 2020 1:47 PM
To: Terry Clark <tclark@hickorync.gov>
Subject: RE: Young Life 5k Glow Run

Hi Pang,
This event does not require anything but some of our people to help work it. We close down the one of our runways and people wear glow rings around their necks and walk the runway, The Glow Run!! It lasts from 7 to 10 and nothing is needed.

We do this every year and everyone has a good time. So I hope this explains everything. We really enjoy having the event and hope to continue.
So can we have the Glow Run on April 25th as scheduled.

Thank you,
Pam Craig
FBO Supervisor
Hickory Regional Airport

From: Terry Clark
Sent: Wednesday, February 19, 2020 11:12 AM
To: Pamela Craig <pcraig@hickorync.gov>
Subject: FW: Young Life 5k Glow Run

Can you respond to everyone? Thanks

From: Pang Xiong
Sent: Wednesday, February 19, 2020 10:46 AM
To: Terry Clark <tclark@hickorync.gov>; JoAnn Kuhn <jkuhn@hickorync.gov>
Cc: Teresa Hamby <thamby@hickorync.gov>
Subject: Young Life 5k Glow Run

Good morning!

I just spoke to BJ Riley and wanted to confirm that this event is not going to utilize any city resources? Just because the city has already approved another event that will require police to attend and the city departments do not want to be overwhelmed. Please advise. Thank you!

Pang Xiong
Planning Technician

pxiong@hickorync.gov

City of Hickory

P.O. Box 398

Hickory, NC 28603

Phone 828-323-7556

www.hickorync.gov



 Please consider the environment before printing this email ♻️

Pursuant to North Carolina General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to request and review.

Sent from [Mail](#) for Windows 10



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

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

SPECIAL EVENT APPLICATION

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

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

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

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

APPLICANT INFORMATION

Name of Event: HICKORY HOPS
 Applicant Name & Title: Amy Ogle, Executive Director
 Organization: Hickory Downtown Development Association
 Mailing (Billing) Address: PO Box 9086
 City / State / Zip: Hickory, NC 28603
 Daytime Phone: 828-322-1121 Cell: 828-781-1121 Email: info@downtownhickory.com
 Description of the Event: Annual Brewfest (fundraising event for HDDA)

Does the event have a Twitter, Facebook or other social networking page? website
 If yes, please list URL(s): http://www.hickoryhops.com

Event Address: Government Avenue and Second Street SW	
Date of Event: Saturday, April 25 2020	
Event Start Time: 1:00 p.m.	Event End Time: 7:00 p.m.
Road Closure Begins (if applicable): Fri, 4-24-20	Road Closure Ends (if applicable): Sat, 4-26
Set-Up Begins: 4-25 @ 7am	Clean-Up Ends: 4-25 @ 11pm
Preferred Date & Time of Inspection: Saturday, 4-25 @ 11am	
Estimated Attendance: 2000 +/-	
The Event is: <input checked="" type="checkbox"/> Private (by invitation only) or <input type="checkbox"/> Open to General Public	
Describe the procedures to be used for selecting participants and vendors for this event: <small>Vendors are selected from the Carolinas Championship of Beers competition; participants must be 21 years of age or older.</small>	

APPLICANT'S SIGNATURE _____ **DATE:** _____

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

TENTS & MEMBRANE STRUCTURES

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

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

of Tent(s) 8 (fabric structure that is ENCLOSED with sidewalls or drops exceeding 400 square feet)

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

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

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

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

of Membrane Structure(s) exceeding 400 square feet

POWER SOURCES

Will you use electric generators? Yes No

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

Provide contact information for contractor supplying generator power:

Name: _____ Phone: _____ Email: _____

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

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

Provide contact information for person responsible for setup of power:

Name: _____ Phone: _____ Email: _____

VOICE/MUSIC AMPLICATION

Are there any musical entertainment features related to your event? Yes No
(If no proceed to next section)

If yes, state the number of bands and type of music: Number of bands: 2

Type(s) of music: _____

Will a portable or temporary stage be utilized? Yes No

If yes*, state the number of portable or temporary stages: 1

Provide contact information for contractor providing stage:

Name: HDDA Phone: 828-322-1121 Email: info@downtownhickory.com

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

Will your event use amplified sound? Yes No

If yes, please indicate times: Start time: 4-25 @ Finish time: 4-25 @ 6pm

HAZARDOUS MATERIALS

Will the event have any hazardous materials such as propane, butane, gasoline, diesel tanks, helium cylinders or other upright tanks? Yes No
If yes, all tanks must be secured in a manner to prevent accidentally being knocked over. All helium tanks not being used shall have their caps in place.

Will there be any portable heaters? Yes No

Will there be any deep fat fryers? Yes No

Will there be any fireworks, lasers, torches, candles or pyrotechnics? Yes No
If yes, contact the City of Hickory Fire Prevention office at 828-323-7522 for more information.

ALCOHOL

Will alcoholic beverages be served? Yes No (If yes, NC ABC permit required)

Will alcoholic beverages be sold? Yes No (If yes, NC ABC permit required)

What type of alcohol will be served?
 Draft Beer Can/Bottle Beer Wine Liquor

Who will be serving the alcohol? Individual Breweries will serve beer in 5oz tasting glasses (3oz pour) provided by the host.

Times for alcohol to be served: 4-25 2020 1-6 pm

Locations within event site where alcohol will be served: Entire event site

Have you applied for a North Carolina temporary ABC permit? Yes No

VENDORS

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

VENDOR NAME	ADDRESS	PHONE NUMBER(S)
NA		
NA		
<i>Please see Attached.</i>		

Does the event include mechanical rides, or other similar attractions? Yes No
 If yes, please describe attractions:

Applicants contracting with amusement ride companies are required to provide the City of Hickory with a certificate of insurance, naming applicant and the City of Hickory (if applicable) as additional insured on general liability.

VENDORS

Does the event include food vendors? Yes No

If the event will have food vendors, please check the following that apply:

Served Sold Free Catered Prepared Outdoors

An applicant having any food service must contact the Catawba County Health Department at (828) 465-8270 for approval of any food preparation or service.

Does the event include food concession and/or cooking areas? Yes No

If yes, please list each vendor and specify cooking method (Gas, Electric, Charcoal, Other)

(Use additional sheet if necessary)

VENDOR	COOKING METHOD	FOOD ITEM

Fire Code requires a fire extinguisher at each cooking location. Food and beverages shall not be sold at an event unless approved and licensed, if necessary, by the Catawba County Health Department. Event organizers are responsible for arranging health inspections for their events.

EVENT SCHEDULE

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

DATE	TIME	ACTION	ADDITIONAL NOTES
4-25	7am	Roads blocked. Set up begins. Stage arrives	Both parking lots
4-25	10am	Port-Jons set up	Gov Ave
4-25	8am	Refridgerated Trailer arrives	Gov Ave
4-25	3pm	Brewers begin to arrive	
4-25	9am	Brewers arrive to set-up	Event Site
4-25	9am	Trash cans/signage placed	Event Site
4-25	11am	Fire Inspection	Event Site
4-25	1pm	Gates Open	Event Site
4-25	7pm	Event Ends	Event Site
4-25	7-10pm	Clean-Up	Event Site

SITE PLAN

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

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

See Attached

WALK, RUN, CYCLE EVENTS ON PUBLIC ROADWAYS

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

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

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

Check the approved City/NCDOT Route on public roadways below

- 5K 1 Downtown 5k** (Not allowed on Saturdays during the Downtown Hickory Farmers Market: Mid April-November)
- 5K 2 Hickory Foundation YMCA** (Can start and finish in Downtown District or other locations on route)
- 5K 3 FRMC 5K** (Can start and finish in Downtown District or other locations on route)
- 5K 4 Neill Clark Park 5k** (Must contact Parks and Recreation Director Mack McLeod mmcleod@hickorync.gov or 828-322-7046 and submit email confirmation with Special Event application.)
- 5K 5 Winkler Park 5k** (Must contact Parks and Recreation and Hickory Crawdads and submit email confirmation with Special Event application. Approval from Mack McLeod 828-322-7046 or mmcleod@hickorync.gov and Hickory Crawdads Mark Seaman 828-322-3000 or mseaman@hickorycrawdads.com.)
- 5K 6 LRU 5K** (Must clear route with LRU before submitting Special Event application. (Can start and finish in various locations, including First Methodist Church)
- 10K 1 Hickory Foundation YMCA** (Can start and finish in Downtown District)
- 10K 2** Do a 5k route twice, which 5k route? _____
- Half Marathon 1** (13.1 miles)
- Cycle Route 1** (10 mile)
- Cycle Route 2** (32 mile)

APPROVED ROUTES/EVENTS AT THE AIRPORT AND PUBLIC PARKS

AIRPORT ROUTE

___ Hickory Regional Airport 5k ___ Approval from Airport Manager Terry Clark

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

Name the new date proposed and time: _____

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

PUBLIC PARKS ROUTES

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

Hickory City Park to Geitner-Rotary Park 5k via paved

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

Henry Fork River Regional Recreation Park

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

Neill W. Clark Jr. Recreation Park - **Event within park, could be different activities on fields**

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

Highland Recreation Center at Stanford Park Options

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

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

ADDITIONAL GUIDELINES AND REQUIREMENTS

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

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

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

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

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

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

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

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

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

ATTACHMENTS CHECKLIST

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

All Events:

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

All Public Property Events:

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

-Public Property Event at a Public Park:

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

-Public Property Event at the Airport:

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

-Waiver Request

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

**** THIS SECTION IS ONLY TO BE COMPLETED IF REQUESTING TO HOLD AN EVENT ON UNION SQUARE COMMON, STREETS ADJOINING THERETO OR OTHER PUBLIC PLACES, PARKS, AND THE AIRPORT ****

USE OF UNION SQUARE AND OTHER PUBLIC PLACES

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

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

- No tents may be placed in the area without being described and exhibited to the Fire Prevention Inspectors of the Hickory Fire Department and special approval by the City Council.
- Public address systems can be used only if specifically requested in the application and special permission given, including limitations as to use.
- Sufficient portable toilets shall be provided for the expected number of participants.
- If the applicant desires to sell alcoholic beverages, it shall specifically so state in its application and shall provide a sketch of the area where the same will be sold and consumed. The area shall be delineated by barricades, with the entrance to be clearly marked and so constructed as to allow ready control of patrons, including viewing of identification to avoid underage persons being within the barricaded area. Signs shall be posted stating that no one shall leave the barricaded area with alcoholic beverages. Application must be made to proper State authorities for special permit for sale of alcoholic beverages. Special permit shall be available for inspection by the City at any time.
- The applicant shall assume full liability for all accidents or claims of accidents as a result of activities taking place at the special event and during the time the area is being readied for the event and while it is being cleaned up following the event. A copy of the insurance policy must be submitted to the City Manager's office prior to the event. The applicant must add the city as an additional insured on the policy. The policy is to be one of comprehensive general liability in the amount of not less than Three Hundred Thousand Dollars (\$300,000.00) for bodily injury per person and One Million Dollars (\$1,000,000.00) per occurrence and not less than One Hundred Thousand Dollars (100,000.00) for property damage per occurrence.
- The applicant will be responsible for the security or protection of any articles, items, merchandise, display tables, booths or other property owned by the applicant or others participating in the special event.
- Applicants must obtain any special use permits required by the Hickory Fire Inspector, must comply with all applicable provisions of the North Carolina Fire Code and must at all times insure that all fire lanes in the area to be used remain unobstructed.
- Applicants must comply with all Health Department regulations pertaining to the scheduled event.
- Applicants must comply with the requirements of the Hickory Sign Ordinance.
- Applications must comply with any and all local, state, and federal laws pertaining to equal opportunity and should make every effort to make events accessible to the disabled public. In addition, applicants shall not deny access or a vendor's booth to any group based on national origin, race, religion, age, sex, or disability.
- No person shall bring an animal, on a leash or otherwise, into the boundaries of this event. The boundaries and the interior of a special event shall consist of any area part of the event or parade route and shall include any public street, road, highway, sidewalk, alley, parking lot, grassy area, right-of-way or other publicly owned area. Exceptions shall include service dogs or other animals relied upon by persons with disabilities, and animals owned and controlled by public law enforcement agencies, or animals used by a vehicle for hire in accordance with applicable City ordinances. The special event operator and sponsor are responsible for immediately cleaning up and removing any animal waste from animals that are part of an authorized event, exhibit, or parade. All animal waste shall be disposed of properly. The event organizer may request a waiver from this ordinance. The sponsor shall submit plans specifying how the public will be protected from the animals. Requests shall be reviewed as part of the special event permitting process and may be approved or denied as part of that process. To request a waiver from this provision, please complete the appropriate section of the special event application.

Hickory Downtown Development Association

NAME OF NON-PROFIT ORGANIZATION

BRIEFLY DESCRIBE THE PURPOSE OF THE NON-PROFIT ORGANIZATION:

To physically and culturally improve Downtown Hickory as a place of commerce, recreation, and culture for the people of Hickory and the greater Hickory Metro area.

LIST ORGANIZATIONS OFFICERS:

Brandon Hedrick, President

828-322-1121

TELEPHONE

Jeff Dowgos, President Elect

828-322-1121

TELEPHONE

Emily Westmoreland, Secretary-Treasurer

828-322-1121

TELEPHONE

CHAIRPERSON OF THE SPECIAL EVENT:

Amy Ogle

828-781-1121

NAME

TELEPHONE

PO Box 9086, Hickory, NC 28603

ADDRESS

The undersigned Applicant is aware of the rules regulating the use of Union Square Common, streets adjoining thereto and other public places and parks for special events, and will abide with the same; and further understands that the City of Hickory will not be responsible for the security or protection of any articles, items, merchandise, display tables, booths or other property owned by the applicant or others participating in the special event. The undersigned Applicant agrees to reimburse the City of Hickory for the additional cost of providing police department and/or fire department personnel to supervise the event, including services rendered both before, during and after the event itself, to ensure the compliance with all laws and ordinance, to direct traffic and to promote the safety and welfare of participants and other citizens.

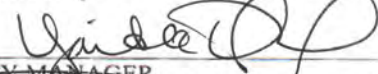
Date

President

Hickory Downtown Development Association

Non-Profit Organization

Approved by:


CITY MANAGER
Executive Assistant Manager

3/2/2020
DATE

DATE APPROVED BY HICKORY CITY COUNCIL: _____

NORTH CAROLINA

RELEASE AND INDEMNITY AGREEMENT

CATAWBA COUNTY

THIS RELEASE AND INDEMNITY AGREEMENT, entered into by **THE CITY OF HICKORY**, a North Carolina Municipal Corporation, City, and the **Hickory Downtown Development Association** _____, a non-profit organization with its principal place of operation being Catawba County, North Carolina, Applicant:

WITNESSETH:

WHEREAS, City desires to allow the Applicant to conduct a special event within the City Limits of Hickory, North Carolina, pursuant to the Hickory City Code; and

WHEREAS, the Applicant desires to conduct a special event within the City Limits of Hickory, North Carolina; and

WHEREAS, to this end, said Applicant has previously filed with the City of Hickory an application for approval of said event, and wishes to enter into this Release and Indemnity Agreement pursuant to the Hickory City Code and the administrative rules of the City of Hickory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and for other good and sufficient consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. That the Applicant hereby completely and unequivocally releases the City, the officials of the City, and all employees of the City, and their families, from any and all claims, damages, injuries or rights of action which the Applicant may incur by reason of the special event being conducted by the Applicant.
2. That the Applicant hereby agrees to indemnify, defend, and hold harmless the City for any liability, injury or claim which may arise to the benefit of the Applicant as a result of the special event being conducted by the Applicant.

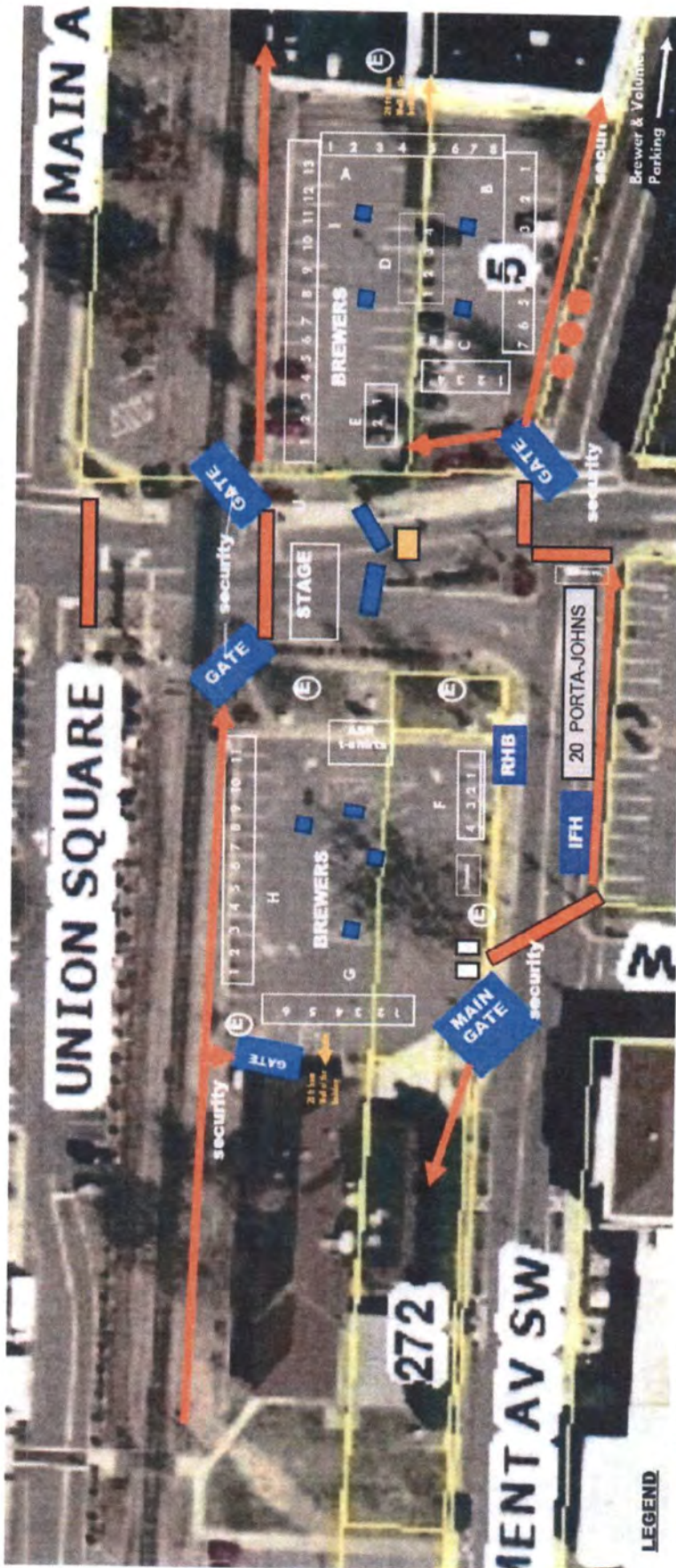
3. That the parties to this Release and Indemnity Agreement stipulate and acknowledge that there exists sufficient consideration for the execution of this instrument.

This the _____ day of _____, 20_____.

President

HICKORY HOPS
 APRIL 26 AND 27, 2019-2020
 1:00 PM - 6:00 PM
 SITE PLAN

No one under 21 years of age may enter.
 No animals allowed.
 No coolers allowed.



LEGEND

- BARRICADES
- GATE
- ICE
- BOB
- Picnic Tables (8)
- Bleachers (2)
- Production Booth 10x10
- PORTA-JOHN'S
- BREWER LOCATIONS
- STAGE
- STAGE ING
- Electricity
- Best of Beer TRAILER
- ORANGE FENC-



Hickory Downtown Development Association
Post Office Box 9086
Hickory, NC 28603
www.downtownhickory.com

February 20, 2020

Pang Xiong
Development Services Center
City of Hickory
Post Office Box 398
Hickory, NC 28603

SUBJECT: 2020 Special Event Application - Hickory Hops

Pang Xiong:

Enclosed for your review is the Hickory Hops Special Event application proposed to be held on April 27, 2019.

The application includes:

1. Completed Special Event Application Form;
2. Application for Use of Union Square Common;
3. Release and Indemnity Agreement;
4. Site Plan;
5. Catawba County Safety Permit Application

The issuance of vendor registration applications, NC ABC Commission permit application, sponsorship solicitation, and booking confirmation of musical entertainment are contingent upon the City's approval of the enclosed application. Please note our request to have sole use of the event area with no other organization having an event in the same area at the same time.

Please contact me, 828-322-1121 (office) or 828-781-1121 (mobile), with any questions or concerns regarding the enclosed information. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Amy Ogle".

Amy Ogle, Executive Director
Hickory Downtown Development Association

Enclosures

From: Downtown Hickory
Sent: Friday, February 21, 2020 4:12 PM
To: Pang Xiong
Subject: FWD: HICKORY HOPS BREWERY LIST 2020

CAUTION: This email originated from outside of the organization.

Pang,

Here is the vendor list. There are no food vendors, The Station handles the food needs. The volunteers will be parking at the HDDA building as needed.

Thank you!!!

Amy Ogle
Executive Director
Hickory Downtown Development Association
Post Office Box 9086
Hickory, NC 28603
828-322-1121
info@downtownhickory.com
www.downtownhickory.com

----- Original Message -----

Subject: HICKORY HOPS BREWERY LIST 2020
From: "Suzanne Sharp" <suzanne@oldehickorybrewery.com>
Date: 2/21/20 1:09 pm
To: "Downtown Hickory" <info@downtownhickory.com>
Cc: "suzanne@oldehickorybrewery.com" <suzanne@oldehickorybrewery.com>

BREWERY
Appalachian Mtn Brewery
Asheville Brewing-NEW 2019
Aviator
Bird Song
Blowing Rock
Boojum
Booneshine Brewing

Brueprint
Carolina Brewery
Catawba Brewing
Clouds Brewing-New 2019
Crystal Coast Brewing
Deep River
Duck-Rabbit
Fainting Goat
Foothills
Four Saints
French Broad
Frog Level
Front Street
Gizmo
Granite Falls
Highland
Huske Hardware
Lazy Hiker-New 2019
Lost Province
Lynnwood
Mash House
Morgan Ridge Rail Walk
Mountain Layers
Nantahala
Natty Greene's
New Belgium
New Sarum
Noble Cider-New 2019
Olde Hickory Brewery
One World Brewing-NEW 2019
Oskar Blues
Pisgah
Railhouse Brewery-NEW 2019
RJ Rockers
Sidetracked Brewery-New 2019

Southern Pines
Suffolk Punch
The Unknown Brewing Co
Thomas Creek
Tobacco Road
Tobacco Wood-New 2019
Top of the Hill
Wicked Weed

Suzanne Sharp

Finance Manager

OHB INC

222 Union Square NW

Suite #305

Hickory, NC 28650

Office- 828-322-1422

Mobile- 704-219-2673



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

City of Hickory
Special Events/Activities Application
 (Must be submitted to Planning & Development)
SPECIAL EVENT APPLICATION
ROAD RACE EVENTS

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

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

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

Applicant should contact permit center to verify date availability prior to submission of application.

****NO MORE THAN 2 RACES WILL BE ALLOWED IN ANY GIVEN MONTH**

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

APPLICANT INFORMATION

Name of Event: Unifour March for Babies
 Applicant Name & Title: Rebecca Sellers, Development Manager
 Organization: March of Dimes, Inc.
 Mailing (Billing) Address: 104 6th Ave NE
 City / State / Zip: Hickory, NC 28601
 Daytime Phone: 828-493-8521 Cell: 828-493-8521 Email: rsellers@marchofdimes.org
 Description of the Event: March for Babies 5k for families and teams
 Does the event have a Twitter, Facebook or other social networking page: yes
 If yes, please list URL(s): www.marchforbabies.org/unifour

Event Address: 2500 Clement Blvd. Hickory, NC 28601
Date of Event: Saturday, April 25, 2020
Event Start Time: 9 am Event End Time: 12:30 pm
Set-Up Begins: 7 am Clean-Up Ends: 1 pm
Preferred Date & Time of Inspection: Saturday, April 25, 2020 at 8:30 am
Estimated Attendance: 350
The Event is: <input type="checkbox"/> Private (by invitation only) or <input checked="" type="checkbox"/> Open to General Public

APPLICANT'S SIGNATURE *Rebecca Sellers* DATE: 1/24/2020

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

TENTS & MEMBRANE STRUCTURES

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

Will tent(s) be used for the event? Yes No

Number of Tent(s) planned: 6

Size of Tent(s) planned: 100 square ft

Percentage of side walls if any to be used for each tent: 0% - all tents will be open

Detail tent location, size, percentage of side walls and spacing for each on required site plan.

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

Will inflated/air Supported membrane(s) structures be used for the event? Yes No

Number of air inflated/air supported membrane structures planned: 1

Size(s) air inflated/air supported membrane structures planned: 17ft X 20ft

Detail air inflated/air supported membrane structure location(s), size and spacing for each on required Site plan.

POWER SOURCES

Will you use electric generators? Yes No

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

Provide contact information for contractor supplying generator power:

Name: _____ Phone: _____ Email: _____

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

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

Provide contact information for person responsible for setup of power:

Name: Chris Dillion Phone: 828-322-3000 Email: cdillion@hickorycrowdads.com

HAZARDOUS MATERIALS

Will there be any portable heaters?? Yes No

Will there be any deep fat fryers?? Yes No

Will the event have any hazardous materials such as propane, butane, gasoline, diesel tanks, helium cylinders or other upright tanks? Yes No

If yes, all tanks must be secured in a manner to prevent accidentally being knocked over. All helium tanks not being used shall have their caps in place.

Will there be any fireworks, lasers, torches, candles or pyrotechnics? Yes No

If yes, contact the City of Hickory Fire Prevention office at 828-323-7522 for more information.

VOICE/MUSIC AMPLIFICATION

Are there any musical entertainment features related to your event? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If no proceed to next section)
If yes, state the number of bands and type of music: Number of bands: <u>1 - DJ</u> Type(s) of music: <u>upbeat, children friendly</u>
Will a portable or temporary stage be utilized? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes*, state the number of portable or temporary stages: <u>one</u> Will stage have canopy with frame that supports equipment (lighting, etc.)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes* state the size of canopy: _____
Provide contact information for contractor providing stage: Name: <u>Chris Dillion</u> Phone: <u>828-322-3000</u> Email: <u>cdillion@hickorycrawdads.com</u>
A Temporary Stage Certification Form must be completed for Catawba County Building Services
Will your event use amplified sound? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please indicate times: Start time: _____ Finish time: _____

ALCOHOL

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

VENDORS

PLEASE ATTACH COMPLETE LIST OF VENDORS IF ON PUBLIC PROPERTY.

Does the event include food vendors? Yes No

If the event will have food vendors, please check the following that apply:

Served Sold Free Catered Prepared Outdoors

An applicant having any food service must contact the Catawba County Health Department at (828) 465-8270 for approval of any food preparation or service.

Does the event include food concession and/or cooking areas? Yes No

If yes, please list each vendor and specify cooking method (Gas, Electric, Charcoal, Other)

(Use additional sheet if necessary)

These are sponsor attending, they will not be selling items or food

VENDOR	COOKING METHOD	FOOD ITEM
Catawba Women's Center	n/a	n/a
Catawba Valley Health System	n/a	n/a
Publix Supermarkets	n/a	n/a

Fire Code requires a fire extinguisher at each cooking location. Food and beverages shall not be sold at an event unless approved and licensed, if necessary, by the Catawba County Health Department. Event organizers are responsible for arranging health inspections for their events.

Piedmont Natural Gas	Gas	n/a
Soundstorm - DJs	n/a	n/a

EVENT SCHEDULE

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

DATE	TIME	ACTION	ADDITIONAL NOTES
4/25	7am	staff and volunteers arrive to begin set up	tents/registration etc.
4/25	8am	volunteers to mark the route	using MOD route signs
4/25	8am	staff to place cones for road closures	cones provided by COH
4/25	8:30 am	inspection	
4/25	9am	event opens to the public	participants arrive
4/25	9am	registration opens	staff lead
4/25	9:45 am	chair & ambassador family to address to crowd	
4/25	10am	walk begins-participants to walk route	
4/25	11:30am	walkers arrive back to stadium	food & drinks served
4/25	1pm	clean up complete	staff and volunteers

CITY SERVICES

The City of Hickory does not provide amenities such as portable washrooms, sound systems, tables, chairs, tents, canopies or other equipment.

TRASH AND RECYCLING PLAN

In order to determine what types of containers are needed for the event, please answer the following questions:

How many trash bins are you requesting for trash? 0

How many recycle bins are you requesting? 0

Delivery Location? n/a

Date and Time for trash or recycling bins to be emptied/picked up:
n/a

Applicants are responsible for cleaning and restoring the site after the event. The cost of any employee overtime incurred because of an applicant's failure to clean and/or restore the site following the event will be paid for by the applicant. If you reasonably believe that no litter will be generated during your event, please state this in your plan.

PUBLIC PROPERTY CLEAN-UP

Contracted personnel or volunteers may be used if indicated below. What is the clean-up plan for the event? March of Dimes staff and volunteers will handle clean-up

If City personnel are needed to assist with event site clean-up the applicant will be required to hire off Duty personnel.

If needed, please list preferred Date & Time for clean-up staff to arrive: n/a

Will any of the following services be used for the event:

- Water Service Portable Toilet Services
- Wastewater Service Public Restrooms Public Electric Power

SAFETY AND SECURITY (CHECK TYPES OF SECURITY USED)

- Beer/Alcohol Security Stage Security Event Area Security Gate Security
- Road Closure Security Money Handling Security Other _____
- Overnight Security From _____ : _____ To _____ : _____

Dates & Times security will be on site: 4/25/2020 10:15am-11:30am

Security provided by: Hickory PD Number of Security Personnel: 2-4

Applicant may be required to hire sworn off-duty City of Hickory police officers to provide security to insure public safety. The Hickory Police Department will determine the number of security personnel required on site.

WALK, RUN, CYCLE EVENTS ON PUBLIC ROADWAYS

Number of participants expected: 350 % of participants expected under 18: 50

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

Number of volunteers expected: 25 % of volunteers expected under 18: 0

Check the approved City/NCDOT Route on public roadways below

- 5K 1 Downtown 5k** (Not allowed on Saturdays during the Downtown Hickory Farmers Market: Mid-April thru November)
- 5K 2 Hickory Foundation YMCA** (Can start and finish in Downtown District or other locations on route)
- 5K 3 FRMC 5K** (Can start and finish in Downtown District or other locations on route)
- 5K 4 Neill Clark Park 5k** (Must contact Recreation and Sports Tourism Department at 828-322-7046 and submit email confirmation with the Special Event application.)
- 5K 5 Winkler Park 5k** (Must contact Recreation and Sports Tourism Department and Hickory Crawdads and submit email confirmation with Special Event application. The Recreation Director can be reached at 828-322-7046 or mseaman@hickorync.gov and the Hickory Crawdads General Manager can be reached at 828-322-3000 or dlocascio@hickorycrawdads.com.)
- 5K 6 LRU 5K** (Must clear route with LRU before submitting Special Event application. (Can start and finish in various locations, including First Methodist Church)
- 10K 1** Hickory Foundation YMCA (Can start and finish in Downtown District)
- 10K 2** Do a 5k route twice, which 5k route? _____
- Half Marathon 1** (13.1 miles)
- Cycle Route 1** (10 mile)
- Cycle Route 2** (32 mile)

APPROVED ROUTES/EVENTS AT THE AIRPORT AND PUBLIC PARKS

AIRPORT ROUTE

- Hickory Regional Airport 5k Approval from Airport Director

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

Name the new date proposed and time: _____

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

PUBLIC PARKS ROUTES

Approval for park use may be obtained from the Recreation and Sports Tourism Department at 828-322-7046.

- Hickory City Park to Geitner-Rotary Park 5k via paved

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

- Henry Fork River Regional Recreation Park

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

- Neill W. Clark Jr. Recreation Park - **Event within park, could be different activities on fields**

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

- Highland Recreation Center at Stanford Park Options

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

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

ADDITIONAL GUIDELINES AND REQUIREMENTS

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

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

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

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

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

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

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

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

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

Organizers to make sure race starts at the time approved on the application. Any deviated start times shall be requested no later than 30 days prior to the event. A deviated time request cannot be guaranteed approval. RD

Event organizers to assist in enforcing safe roadway rules. RD

Event volunteers standing throughout the course to direct as well as instruct participants to stay out of the roadway. RD

Cancellation of any event must be in writing/email to the permit center no later than 30 days prior to the scheduled date of the event. RD

A VIOLATION OF ANY GUIDELINE REQUIREMENT COULD RESULT IN THE DENIAL OF FUTURE EVENTS. RD

SITE PLAN

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

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

SITE PLAN SKETCH

See Attached

ATTACHMENT CHECKLIST

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

All Events:

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

All Public Property Events:

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

-Public Property Event at a Public Park:

- Email from the Recreation and Sports Tourism Department indicating approval of the event date. The Sports Tourism and Recreation Director may be reached at (828) 322-7046 or mseaman@hickorync.gov.

-Public Property Event at the Airport:

- Email from the Airport Director indicating approval of the event date. The Airport Director may be reached at (828) 323-7408 or tclark@hickorync.gov.

-Public Property Event at LP Frans Stadium (Hickory Crawdads):

- Email from the Hickory Crawdads General Manager indicating approval of the event date. Hickory Crawdads General Manager may be reached at (828) 322-3000 or dlocascio@hickorycrawdads.com.

-Waiver Request

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

USE OF UNION SQUARE AND OTHER PUBLIC PLACES

**** THIS SECTION IS ONLY TO BE COMPLETED IF REQUESTING TO HOLD AN EVENT ON UNION SQUARE COMMON, STREETS ADJOINING THERETO OR OTHER PUBLIC PLACES AND PARKS ****

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

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

- No tents may be placed in the area without being described and exhibited to the Fire Prevention Inspectors of the Hickory Fire Department and special approval by the City Council.
- Public address systems can be used only if specifically requested in the application and special permission given, including limitations as to use.
- Sufficient portable toilets shall be provided for the expected number of participants.
- A first-aid station shall be provided, staffed by competent Emergency Medical Technicians, unless a waiver is requested and granted by the City.
- The applicant shall be responsible for providing trash receptacles of the number and size as the city shall require in order to eliminate litter.
- If the applicant desires to sell alcoholic beverages, it shall specifically so state in its application and shall provide a sketch of the area where the same will be sold and consumed. The area shall be delineated by barricades, with the entrance to be clearly marked and so constructed as to allow ready control of patrons, including viewing of identification to avoid underage persons being within the barricaded area. Signs shall be posted stating that no one shall leave the barricaded area with alcoholic beverages.
- Application must be made to proper State authorities for special permit for sale of alcoholic beverages. Special permit shall be available for inspection by the City at any time.
- The applicant shall assume full liability for all accidents or claims of accidents as a result of activities taking place at the special event and during the time the area is being readied for the event and while it is being cleaned up following the event. A copy of the insurance policy must be submitted to the City Manager's office prior to the event. The policy is to be one of comprehensive general liability in the amount of not less the Three Hundred Thousand Dollars (\$300,000.00) for bodily injury per person and One Million Dollars (\$1,000,000.00) per occurrence and not less than One Hundred Thousand Dollars (100,000.00) for property damage per occurrence.
- The applicant will be responsible for the security or protection of any articles, items, merchandise, display tables, booths or other property owned by the applicant or others participating in the special event.
- Applicants must obtain any special use permits required by the Hickory Fire Inspector, must comply with all applicable provisions of the North Carolina Fire Code and must at all times insure that all fire lanes in the area to be used remain unobstructed.
- Applicants must comply with all applicable Health Department regulations pertaining to the scheduled event.
- Applicants must comply with the requirements of the Hickory Sign Ordinance.
- Applications must comply with any and all local, state, and federal laws pertaining to equal opportunity and should make every effort to make events accessible to the disabled public. In addition, applicants shall not deny access or a vendor's booth to any group based on national origin, race, religion, age, sex, or disability.

March of Dimes, Inc.

NAME OF NON-PROFIT ORGANIZATION

BRIEFLY DESCRIBE THE PURPOSE OF THE NON-PROFIT ORGANIZATION:

March of Dimes works to improve the health of mothers and babies. We believe that every baby deserves the best possible start.

LIST ORGANIZATIONS OFFICERS:

Rebecca Sellers

828-493-8521

TELEPHONE

Kelly Glantz

980-939-6020

TELEPHONE

TELEPHONE

CHAIRPERSON OF THE SPECIAL EVENT:

Rebecca Sellers

828-493-8521

NAME

TELEPHONE

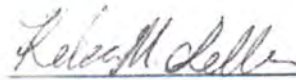
104 6th Ave NE, Hickory, NC 28601

ADDRESS

The undersigned Applicant is aware of the rules regulating the use of Union Square Common, streets adjoining thereto and other public places and parks for special events, and will abide with the same; and further understands that the City of Hickory will not be responsible for the security or protection of any articles, items, merchandise, display tables, booths or other property owned by the applicant or others participating in the special event. The undersigned Applicant agrees to reimburse the City of Hickory for the additional cost of providing police department and/or fire department personnel to supervise the event, including services rendered both before, during and after the event itself, to ensure the compliance with all laws and ordinance, to direct traffic and to promote the safety and welfare of participants and other citizens.

1/24/2020

Date

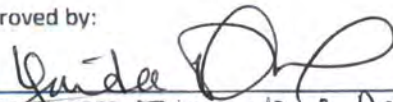


President

March of Dimes

Non-Profit Organization

Approved by:


CITY MANAGER Executive Assistant
Manager

3/5/2020
DATE

DATE APPROVED BY HICKORY CITY COUNCIL:

NORTH CAROLINA

RELEASE AND INDEMNITY AGREEMENT

CATAWBA COUNTY

THIS RELEASE AND INDEMNITY AGREEMENT, entered into by **THE CITY OF HICKORY**, a North Carolina Municipal Corporation, party of the first part, and the **March of Dimes, Inc.** _____, a non-profit organization with its principal place of operation being Catawba County, North Carolina, party of the second part:

WITNESSETH

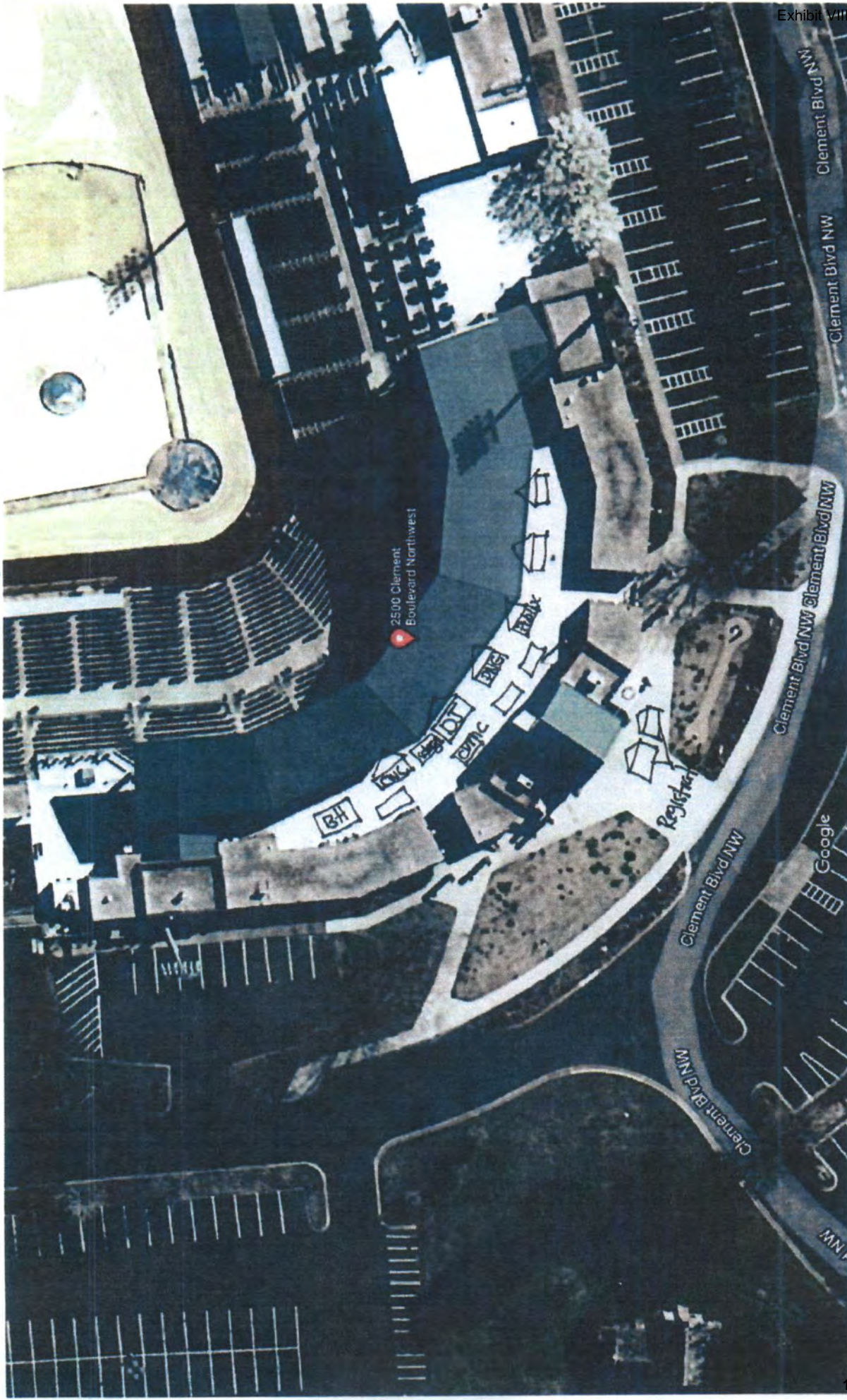
WHEREAS, the party of the first part is desirous of allowing the party of the second part to conduct a special event within the City Limits of Hickory, North Carolina, pursuant to the Hickory City Code; and

WHEREAS, the party of the second part is desirous of conducting a special event within the City Limits of Hickory, North Carolina; and

WHEREAS, to this end, said party of the second part has heretofore filed with the City of Hickory an application for approval of said event, and wishes to enter into this Release and Indemnity Agreement pursuant to the Hickory City Code and the administrative rules of the City of Hickory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and for other good and sufficient consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

2020 Uniflow March for Babies



- ☐ = left table
- ☐ = left table w/ 10x10" tent
- ☐ = Bounce house 17ft x 20ft
- ☐ = One piece of crowd's stage
- * Registration table will be placed in front of the ticket office, will be 10x10" tent



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

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

SPECIAL EVENT APPLICATION
PUBLIC PROPERTY EVENTS

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

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

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

Applicant should contact permit center to verify date availability prior to submission of application.

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

APPLICANT INFORMATION

Name of Event: Downtown Hickory Farmers Market
 Applicant Name & Title: Kim Post - Market Manager
 Organization: Downtown Hickory Farmers Market
 Mailing (Billing) Address: PO Box 45
 City / State / Zip: Hickory, NC 28603
 Daytime Phone: 828-308-1528 Cell: 412-5304 Email: hickoryncfarmersmarket@gmail.com
 Description of the Event: Farmers market twice weekly
 Does the event have a Twitter, Facebook or other social networking page: yes - FB+Insta
 If yes, please list URL(s): FB: @hickoryfarmersmarket
Insta: hickoryncfarmersmarket

Event Address:	<u>Union Square</u>
Date of Event:	<u>Wed + Saturdays starting April 18-</u>
Event Start Time:	<u>10:30 - 1:00</u> Event End Time: <u>2:00 + 1:00</u> <u>Oct 31</u>
Set-Up Begins:	<u>8AM + 6AM</u> Clean-Up Ends: <u>2:30 + 1:30</u>
Preferred Date & Time of Inspection:	
Estimated Attendance:	
The Event is:	<input type="checkbox"/> Private (by invitation only) or <input checked="" type="checkbox"/> Open to General Public

APPLICANT'S SIGNATURE [Signature] DATE: 1-24-2020

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

TENTS & MEMBRANE STRUCTURES

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

Will tent(s) be used for the event? Yes No

Number of Tent(s) planned: ~~10~~ 45

Size of Tent(s) planned: ~~10x10~~ 8x8

Percentage of side walls if any to be used for each tent: 25%

Detail tent location, size, percentage of side walls and spacing for each on required site plan. -back

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

Will inflated/air Supported membrane(s) structures be used for the event? Yes No

Number of air inflated/air supported membrane structures planned: _____

Size(s) air inflated/air supported membrane structures planned: _____

Detail air inflated/air supported membrane structure location(s), size and spacing for each on required Site plan.

POWER SOURCES

Will you use electric generators? Yes No

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

Provide contact information for contractor supplying generator power:

Name: _____ Phone: _____ Email: _____

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

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

Provide contact information for person responsible for setup of power:

Name: _____ Phone: _____ Email: _____

HAZARDOUS MATERIALS

Will there be any portable heaters?? Yes No

Will there be any deep fat fryers?? Yes No

Will the event have any hazardous materials such as propane, butane, gasoline, diesel tanks, helium cylinders or other upright tanks? Yes No

If yes, all tanks must be secured in a manner to prevent accidentally being knocked over. All helium tanks not being used shall have their caps in place.

Will there be any fireworks, lasers, torches, candles or pyrotechnics? Yes No

If yes, contact the City of Hickory Fire Prevention office at 828-323-7522 for more information.

VOICE/MUSIC AMPLIFICATION

Are there any musical entertainment features related to your event? Yes No
 (If no proceed to next section)

If yes, state the number of bands and type of music: Number of bands: 20 1/macket
 Type(s) of music: acoustic, folk, solo, bands

Will a portable or temporary stage be utilized? Yes No
 If yes*, state the number of portable or temporary stages: _____
 Will stage have canopy with frame that supports equipment (lighting, etc.)? Yes No
 If yes* state the size of canopy: _____

Provide contact information for contractor providing stage:
 Name: _____ Phone: _____ Email: _____

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

Will your event use amplified sound? Yes No
 If yes, please indicate times: Start time: 10 AM Finish time: 12 PM

ALCOHOL

Will alcoholic beverages be served? Yes No (If yes, NC ABC permit required)

Will alcoholic beverages be sold? Yes No (If yes, NC ABC permit required)

What type of alcohol will be served?
 Draft Beer Can/Bottle Beer Wine Liquor

Who will be serving the alcohol?

Times for alcohol to be served:

Locations within event site where alcohol will be served:

Have you applied for a North Carolina temporary ABC permit? Yes No

MECHANICAL RIDES

Does the event include mechanical rides, or other similar attractions? Yes No
 If yes, please describe attractions: _____

Applicants contracting with amusement ride companies are required to provide the City of Hickory with a certificate of insurance, naming applicant and the City of Hickory (if applicable) as additional insured on general liability.

VENDORS

PLEASE ATTACH COMPLETE LIST OF VENDORS. *Coming Soon*

Does the event include food vendors? Yes No

If the event will have food vendors, please check the following that apply:
 Served Sold Free Catered Prepared Outdoors

An applicant having any food service must contact the Catawba County Health Department at (828) 465-8270 for approval of any food preparation or service.

Does the event include food concession and/or cooking areas? Yes No *maybe*

If yes, please list each vendor and specify cooking method (Gas, Electric, Charcoal, Other)

(Use additional sheet if necessary)

VENDOR	COOKING METHOD	FOOD ITEM

Fire Code requires a fire extinguisher at each cooking location. Food and beverages shall not be sold at an event unless approved and licensed, if necessary, by the Catawba County Health Department. Event organizers are responsible for arranging health inspections for their events.

EVENT SCHEDULE

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

DATE	TIME	ACTION	ADDITIONAL NOTES
<i>Wednesdays</i>		<i>8 AM - 2:30 PM</i>	
<i>April 22 - Oct 28</i>			<i>includes Setup + take down</i>
<i>Saturdays</i>		<i>April 18 - Oct 31</i>	
		<i>6 AM - 1:30 PM</i>	<i>setup + take down</i>

CITY SERVICES

The City of Hickory does not provide amenities such as portable washrooms, sound systems, tables, chairs, tents, canopies or other equipment.

TRASH AND RECYCLING PLAN

In order to determine what types of containers are needed for the event, please answer the following questions:

How many trash bins are you requesting for trash? 2-3

How many recycle bins are you requesting? 2

Delivery Location? Union Square

Date and Time for trash or recycling bins to be emptied/picked up:
before 10 AM Wed + before 8 AM Saturday

Applicants are responsible for cleaning and restoring the site after the event. The cost of any employee overtime incurred because of an applicant's failure to clean and/or restore the site following the event will be paid for by the applicant. If you reasonably believe that no litter will be generated during your event, please state this in your plan.

PUBLIC PROPERTY CLEAN-UP

Contracted personnel or volunteers may be used if indicated below. What is the clean-up plan for the event? vendors will leave spaces clean

If City personnel are needed to assist with event site clean-up the applicant will be required to hire off Duty personnel.

If needed, please list preferred Date & Time for clean-up staff to arrive: _____

Will any of the following services be used for the event:

- Water Service
- Portable Toilet Services
- Wastewater Service
- Public Restrooms
- Public Electric Power

SAFETY AND SECURITY (CHECK TYPES OF SECURITY USED)

- Beer/Alcohol Security
- Stage Security
- Event Area Security
- Gate Security
- Road Closure Security
- Money Handling Security
- Other _____
- Overnight Security From _____: _____ To _____: _____

Dates & Times security will be on site: _____

Security provided by: _____ Number of Security Personnel: _____

Applicant may be required to hire sworn off-duty City of Hickory police officers to provide security to insure public safety. The Hickory Police Department will determine the number of security personnel required on site.

SITE PLAN

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

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

SITE PLAN SKETCH

attached

ATTACHMENT CHECKLIST

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- Email from the Recreation and Sports Tourism Department indicating approval of the event date.

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Events held at the Hickory Regional Airport must contact the Airport to discuss event details and gain approval from the Airport Director prior to submitting this application to the Permit Center. The Airport Director may be reached at (828) 323-7408 or tclark@hickorync.gov.

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Downtown Hickory Farmers Market
NAME OF NON-PROFIT ORGANIZATION

BRIEFLY DESCRIBE THE PURPOSE OF THE NON-PROFIT ORGANIZATION:

To provide fresh, local fruits and
vegetables to the Hickory + Surrounding
Communities

LIST ORGANIZATIONS OFFICERS:

Kim Bost - Manager

828-412-5304
TELEPHONE

Beth Rogers - Board Pres

828-962-3000
TELEPHONE

CHAIRPERSON OF THE SPECIAL EVENT:

Kim Bost
NAME

828-412-5304
TELEPHONE

ADDRESS

The undersigned Applicant is aware of the rules regulating the use of Union Square Common, streets adjoining thereto and other public places and parks for special events, and will abide with the same; and further understands that the City of Hickory will not be responsible for the security or protection of any articles, items, merchandise, display tables, booths or other property owned by the applicant or others participating in the special event. The undersigned Applicant agrees to reimburse the City of Hickory for the additional cost of providing police department and/or fire department personnel to supervise the event, including services rendered both before, during and after the event itself, to ensure the compliance with all laws and ordinance, to direct traffic and to promote the safety and welfare of participants and other citizens.

2-27-2020
Date

Kim Bost
President
DHFM
Non-Profit Organization

Approved by:

Yvonne [Signature]
CITY MANAGER Executive Assistant Mgr.

3/5/2020
DATE

DATE APPROVED BY HICKORY CITY COUNCIL: _____

NORTH CAROLINA

RELEASE AND INDEMNITY AGREEMENT

CATAWBA COUNTY

THIS RELEASE AND INDEMNITY AGREEMENT, entered into by **THE CITY OF HICKORY**, a North Carolina Municipal Corporation, party of the first part, and the DHFM, a non-profit organization with its principal place of operation being Catawba County, North Carolina, party of the second part:

WITNESSETH

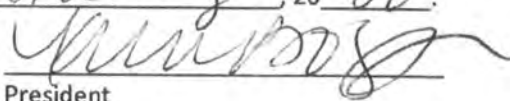
WHEREAS, the party of the first part is desirous of allowing the party of the second part to conduct a special event within the City Limits of Hickory, North Carolina, pursuant to the Hickory City Code; and

WHEREAS, the party of the second part is desirous of conducting a special event within the City Limits of Hickory, North Carolina; and

WHEREAS, to this end, said party of the second part has heretofore filed with the City of Hickory an application for approval of said event, and wishes to enter into this Release and Indemnity Agreement pursuant to the Hickory City Code and the administrative rules of the City of Hickory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and for other good and sufficient consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. That the party of the second part hereby completely and unequivocally releases the party of the first part, the officials of the party of the first part, and all employees of said party of the first part, and their families, from any and all claims, damages, injuries or rights of action which the party of the second part may incur by reason of the special event being conducted by the party of the second part.
2. That the party of the second part hereby agrees to indemnify and hold harmless the party of the first part for any liability, injury or claim which may arise to the benefit of the party of the second part as a result of the special event being conducted by the party of the second part.
3. That the parties to this Release and Indemnity Agreement stipulate and acknowledge that there exists sufficient consideration for the execution of this instrument.

This the 27th day of February, 2020.


President

Witness



8'x8' tents.
* vendors w/ parking spaces park
behind sails
* All others will park



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

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

SPECIAL EVENT APPLICATION
ROAD RACE EVENTS

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

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

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

Applicant should contact permit center to verify date availability prior to submission of application.

**NO MORE THAN 2 RACES WILL BE ALLOWED IN ANY GIVEN MONTH

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

APPLICANT INFORMATION

Name of Event: Lenoir-Rhyne University 5K
 Applicant Name & Title: Kelly Stewart - Owner Run Time Races LLC
 Organization: Run Time Races LLC
 Mailing (Billing) Address: _____
 City / State / Zip: _____
 Daytime Phone: 828-234-6065 Cell: same Email: runtimeraces@gmail.com
 Description of the Event: 5K run/walk
 Does the event have a Twitter, Facebook or other social networking page: Yes
 If yes, please list URL(s): will be launched upon city approval

Event Address: 526 7th Ave NE, Hickory NC
Date of Event: April 4th, 2020
Event Start Time: 8:30am Event End Time: 10:30am
Set-Up Begins: 6:30am Clean-Up Ends: 11:00am
Preferred Date & Time of Inspection:
Estimated Attendance: 250-300
The Event is: <input type="checkbox"/> Private (by invitation only) or <input checked="" type="checkbox"/> Open to General Public

APPLICANT'S SIGNATURE [Signature] DATE: 1-22-2020

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

TENTS & MEMBRANE STRUCTURES

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

Will tent(s) be used for the event? Yes No

Number of Tent(s) planned: 3 tents

Size of Tent(s) planned: 10 x 10

Percentage of side walls if any to be used for each tent: 0%

Detail tent location, size, percentage of side walls and spacing for each on required site plan.

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

Will inflated/air Supported membrane(s) structures be used for the event? Yes No

Number of air inflated/air supported membrane structures planned: Inflatable Arch 20' in diameter

Size(s) air inflated/air supported membrane structures planned: _____

Detail air inflated/air supported membrane structure location(s), size and spacing for each on required Site plan.

POWER SOURCES

Will you use electric generators? Yes No

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

Provide contact information for contractor supplying generator power:

Name: Kelly Stewart Phone: 828-234-6065 Email: runtimeraces@gmail.com

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

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

Provide contact information for person responsible for setup of power:

Name: Kelly Stewart Phone: 828-234-6065 Email: runtimeraces@gmail.com

HAZARDOUS MATERIALS

Will there be any portable heaters?? Yes No

Will there be any deep fat fryers?? Yes No

Will the event have any hazardous materials such as propane, butane, gasoline, diesel tanks, helium cylinders or other upright tanks? Yes No

If yes, all tanks must be secured in a manner to prevent accidentally being knocked over. All helium tanks not being used shall have their caps in place.

Will there be any fireworks, lasers, torches, candles or pyrotechnics? Yes No

If yes, contact the City of Hickory Fire Prevention office at 828-323-7522 for more information.

VOICE/MUSIC AMPLICATION

Are there any musical entertainment features related to your event? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If no proceed to next section)
If yes, state the number of bands and type of music: Number of bands: <u>-0-</u> Type(s) of music: <u>DJ Only</u>
Will a portable or temporary stage be utilized? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes*, state the number of portable or temporary stages: _____ Will stage have canopy with frame that supports equipment (lighting, etc.)? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes* state the size of canopy: _____
Provide contact information for contractor providing stage: Name: _____ Phone: _____ Email: _____
<i>*A Temporary Stage Certification Form must be completed for Catawba County Building Services*</i>
Will your event use amplified sound? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please indicate times: Start time: <u>7:30am</u> Finish time: <u>10:30am</u>

ALCOHOL

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

VENDORS

PLEASE ATTACH COMPLETE LIST OF VENDORS IF ON PUBLIC PROPERTY.

Does the event include food vendors? Yes No

If the event will have food vendors, please check the following that apply:
 Served Sold Free Catered Prepared Outdoors

An applicant having any food service must contact the Catawba County Health Department at (828) 465-8270 for approval of any food preparation or service.

Does the event include food concession and/or cooking areas? Yes No

If yes, please list each vendor and specify cooking method (Gas, Electric, Charcoal, Other)
(Use additional sheet if necessary)

VENDOR	COOKING METHOD	FOOD ITEM

Fire Code requires a fire extinguisher at each cooking location. Food and beverages shall not be sold at an event unless approved and licensed, if necessary, by the Catawba County Health Department. Event organizers are responsible for arranging health inspections for their events.

EVENT SCHEDULE

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

DATE	TIME	ACTION	ADDITIONAL NOTES
	6:30am	Race Set up	
	7:15am	Race day packet pickup	
	8:15am	Safety Briefing	
	8:30am	Start of Race	
	9:30am	End of Race	
	9:45am	Awards	
	10:10am	Begin clean up	
	11:00am	Clear race venue	

CITY SERVICES

The City of Hickory does not provide amenities such as portable washrooms, sound systems, tables, chairs, tents, canopies or other equipment.

<p>TRASH AND RECYCLING PLAN</p> <p>In order to determine what types of containers are needed for the event, please answer the following questions:</p> <p>How many trash bins are you requesting for trash? <u>4</u></p> <p>How many recycle bins are you requesting? <u>4</u></p>
<p>Delivery Location? <u>7th Ave @ Stasavich Place parking lot</u></p>
<p>Date and Time for trash or recycling bins to be emptied\picked up:</p> <p>_____</p> <p><i>Applicants are responsible for cleaning and restoring the site after the event. The cost of any employee overtime incurred because of an applicant's failure to clean and/or restore the site following the event will be paid for by the applicant. If you reasonably believe that no litter will be generated during your event, please state this in your plan.</i></p>
<p>PUBLIC PROPERTY CLEAN-UP</p> <p>Contracted personnel or volunteers may be used if indicated below. What is the clean-up plan for the event? <u>Volunteers will clean up-leave the venue as we found it</u></p>
<p><i>If City personnel are needed to assist with event site clean-up the applicant will be required to hire off Duty personnel.</i></p> <p>If needed, please list preferred Date & Time for clean-up staff to arrive: _____</p>
<p>Will any of the following services be used for the event:</p> <p><input type="checkbox"/> Water Service <input checked="" type="checkbox"/> Portable Toilet Services</p> <p><input type="checkbox"/> Wastewater Service <input type="checkbox"/> Public Restrooms <input type="checkbox"/> Public Electric Power</p>
<p>SAFETY AND SECURITY (CHECK TYPES OF SECURITY USED)</p> <p><input type="checkbox"/> Beer/Alcohol Security <input type="checkbox"/> Stage Security <input type="checkbox"/> Event Area Security <input type="checkbox"/> Gate Security</p> <p><input type="checkbox"/> Road Closure Security <input type="checkbox"/> Money Handling Security <input type="checkbox"/> Other <u>Hickory PD-leads the race</u></p> <p><input type="checkbox"/> Overnight Security From _____: _____ To _____: _____</p> <p>Dates & Times security will be on site: <u>8:15am - 1 Officer</u></p> <p>Security provided by: <u>Hickory PD</u> Number of Security Personnel: _____</p> <p><i>Applicant may be required to hire sworn off-duty City of Hickory police officers to provide security to insure public safety. The Hickory Police Department will determine the number of security personnel required on site.</i></p>

WALK, RUN, CYCLE EVENTS ON PUBLIC ROADWAYS

Number of participants expected: 300 % of participants expected under 18: 10%

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

Number of volunteers expected: 15% % of volunteers expected under 18: 1%

Check the approved City/NCDOT Route on public roadways below

- 5K 1 Downtown 5k** (Not allowed on Saturdays during the Downtown Hickory Farmers Market: Mid-April thru November)
- 5K 2 Hickory Foundation YMCA** (Can start and finish in Downtown District or other locations on route)
- 5K 3 FRMC 5K** (Can start and finish in Downtown District or other locations on route)
- 5K 4 Neill Clark Park 5k** (Must contact Parks and Recreation Director Mack McLeod mmcleod@hickorync.gov or 828-322-7046 and submit email confirmation with Special Event application.)
- 5K 5 Winkler Park 5k** (Must contact Parks and Recreation and Hickory Crawdads and submit email confirmation with Special Event application. Approval from Mack McLeod 828-322-7046 or mmcleod@hickorync.gov and Hickory Crawdads Mark Seaman 828-322-3000 or mseaman@hickorycrawdads.com.)
- 5K 6 LRU 5K** (Must clear route with LRU before submitting Special Event application. (Can start and finish in various locations, including First Methodist Church)
- 10K 1** Hickory Foundation YMCA (Can start and finish in Downtown District)
- 10K 2** Do a 5k route twice, which 5k route? _____
- Half Marathon 1** (13.1 miles)
- Cycle Route 1** (10 mile)
- Cycle Route 2** (32 mile)

APPROVED ROUTES/EVENTS AT THE AIRPORT AND PUBLIC PARKS

AIRPORT ROUTE

- Hickory Regional Airport 5k Approval from Airport Manager Terry Clark

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

Name the new date proposed and time: _____

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

PUBLIC PARKS ROUTES

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

- Hickory City Park to Geitner-Rotary Park 5k via paved

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

- Henry Fork River Regional Recreation Park

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

- Neill W. Clark Jr. Recreation Park - **Event within park, could be different activities on fields**

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

- Highland Recreation Center at Stanford Park Options

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

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

ADDITIONAL GUIDELINES AND REQUIREMENTS

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

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

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

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

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

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

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

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

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

Organizers to make sure race starts at the time approved on the application. Any deviated start times shall be requested no later than 30 days prior to the event. A deviated time request cannot be guaranteed approval. *KS*

Event organizers to assist in enforcing safe roadway rules. *KS*

Event volunteers standing throughout the course to direct as well as instruct participants to stay out of the roadway. *KS*

Cancellation of any event must be in writing/email to the permit center no later than 30 days prior to the scheduled date of the event. *KS*

A VIOLATION OF ANY GUIDELINE REQUIREMENT COULD RESULT IN THE DENIAL OF FUTURE EVENTS. *KS*

SITE PLAN

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

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

SITE PLAN SKETCH

Vendor: Fleet Feet - 3022 B N. Center St Hickory NC.

Notes: Volunteers will serve as greeters, packet pickup/finish line, race participant monitors and water station attendants.

Parking: Volunteers/Participants will park in pre-existing parking spaces around LRU.

See Attached

ATTACHMENT CHECKLIST

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

All Events:

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

All Public Property Events:

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

-Public Property Event at a Public Park:

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

-Public Property Event at the Airport:

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

-Waiver Request

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

USE OF UNION SQUARE AND OTHER PUBLIC PLACES

**** THIS SECTION IS ONLY TO BE COMPLETED IF REQUESTING TO HOLD AN EVENT ON UNION SQUARE COMMON, STREETS ADJOINING THERETO OR OTHER PUBLIC PLACES AND PARKS ****

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

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

- No tents may be placed in the area without being described and exhibited to the Fire Prevention Inspectors of the Hickory Fire Department and special approval by the City Council.
- Public address systems can be used only if specifically requested in the application and special permission given, including limitations as to use.
- Sufficient portable toilets shall be provided for the expected number of participants.
- A first-aid station shall be provided, staffed by competent Emergency Medical Technicians, unless a waiver is requested and granted by the City.
- The applicant shall be responsible for providing trash receptacles of the number and size as the city shall require in order to eliminate litter.
- If the applicant desires to sell alcoholic beverages, it shall specifically so state in its application and shall provide a sketch of the area where the same will be sold and consumed. The area shall be delineated by barricades, with the entrance to be clearly marked and so constructed as to allow ready control of patrons, including viewing of identification to avoid underage persons being within the barricaded area. Signs shall be posted stating that no one shall leave the barricaded area with alcoholic beverages.
- Application must be made to proper State authorities for special permit for sale of alcoholic beverages. Special permit shall be available for inspection by the City at any time.
- The applicant shall assume full liability for all accidents or claims of accidents as a result of activities taking place at the special event and during the time the area is being readied for the event and while it is being cleaned up following the event. A copy of the insurance policy must be submitted to the City Manager's office prior to the event. The policy is to be one of comprehensive general liability in the amount of not less the Three Hundred Thousand Dollars (\$300,000.00) for bodily injury per person and One Million Dollars (\$1,000,000.00) per occurrence and not less than One Hundred Thousand Dollars (100,000.00) for property damage per occurrence.
- The applicant will be responsible for the security or protection of any articles, items, merchandise, display tables, booths or other property owned by the applicant or others participating in the special event.
- Applicants must obtain any special use permits required by the Hickory Fire Inspector, must comply with all applicable provisions of the North Carolina Fire Code and must at all times insure that all fire lanes in the area to be used remain unobstructed.
- Applicants must comply with all applicable Health Department regulations pertaining to the scheduled event.
- Applicants must comply with the requirements of the Hickory Sign Ordinance.
- Applications must comply with any and all local, state, and federal laws pertaining to equal opportunity and should make every effort to make events accessible to the disabled public. In addition, applicants shall not deny access or a vendor's booth to any group based on national origin, race, religion, age, sex, or disability.

NORTH CAROLINA

RELEASE AND INDEMNITY AGREEMENT

CATAWBA COUNTY

THIS RELEASE AND INDEMNITY AGREEMENT, entered into by THE CITY OF HICKORY, a North Carolina Municipal Corporation, party of the first part, and the _____, a non-profit organization with its principal place of operation being _____ County, North Carolina, party of the second part:

WITNESSETH

WHEREAS, the party of the first part is desirous of allowing the party of the second part to conduct a special event within the City Limits of Hickory, North Carolina, pursuant to the Hickory City Code; and

WHEREAS, the party of the second part is desirous of conducting a special event within the City Limits of Hickory, North Carolina; and

WHEREAS, to this end, said party of the second part has heretofore filed with the City of Hickory an application for approval of said event, and wishes to enter into this Release and Indemnity Agreement pursuant to the Hickory City Code and the administrative rules of the City of Hickory;

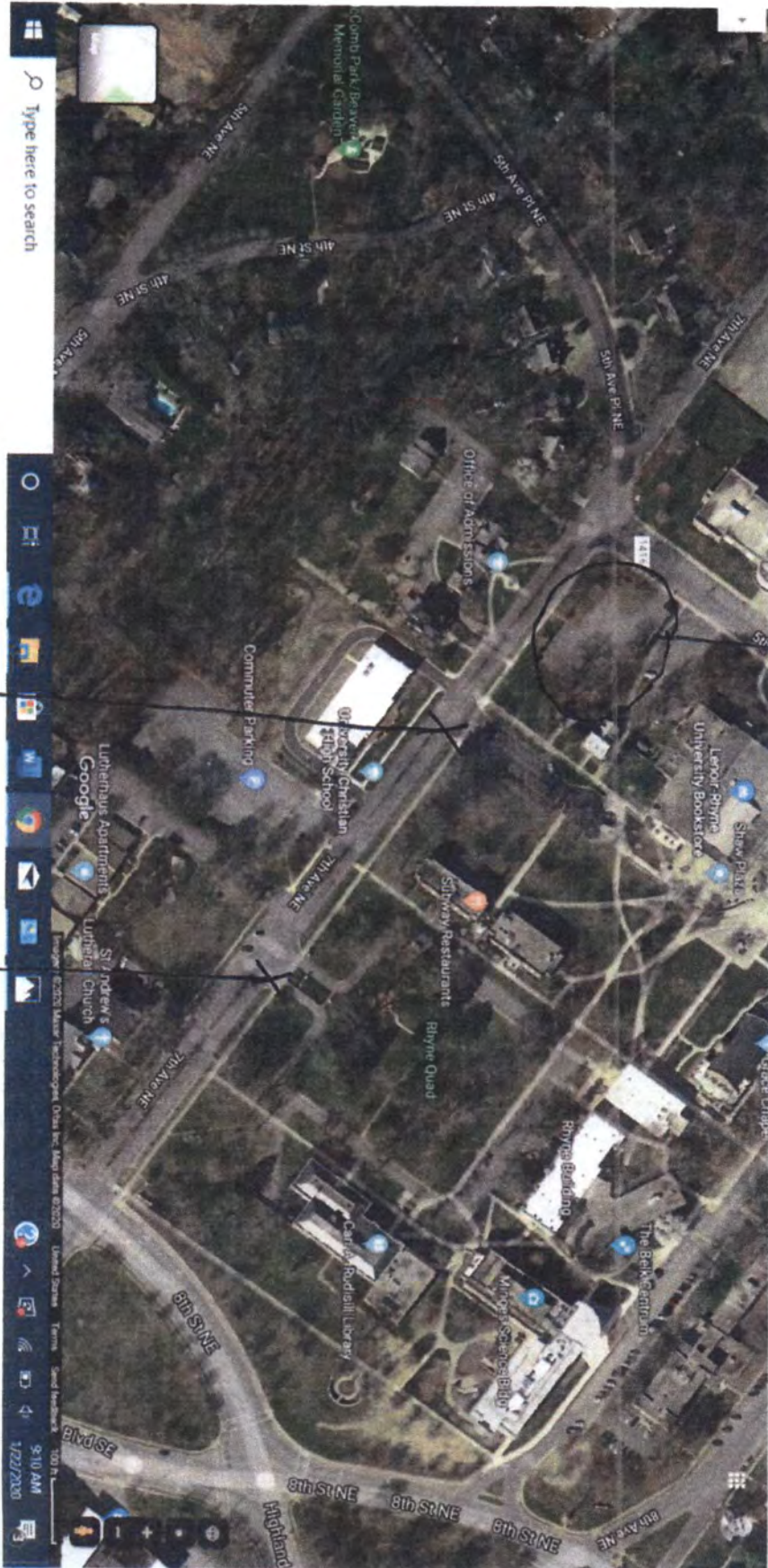
NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and for other good and sufficient consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. That the party of the second part hereby completely and unequivocally releases the party of the first part, the officials of the party of the first part, and all employees of said party of the first part, and their families, from any and all claims, damages, injuries or rights of action which the party of the second part may incur by reason of the special event being conducted by the party of the second part.
2. That the party of the second part hereby agrees to indemnify and hold harmless the party of the first part for any liability, injury or claim which may arise to the benefit of the party of the second part as a result of the special event being conducted by the party of the second part.
3. That the parties to this Release and Indemnity Agreement stipulate and acknowledge that there exists sufficient consideration for the execution of this instrument.

This the _____ day of _____, 20_____.

President

Witness

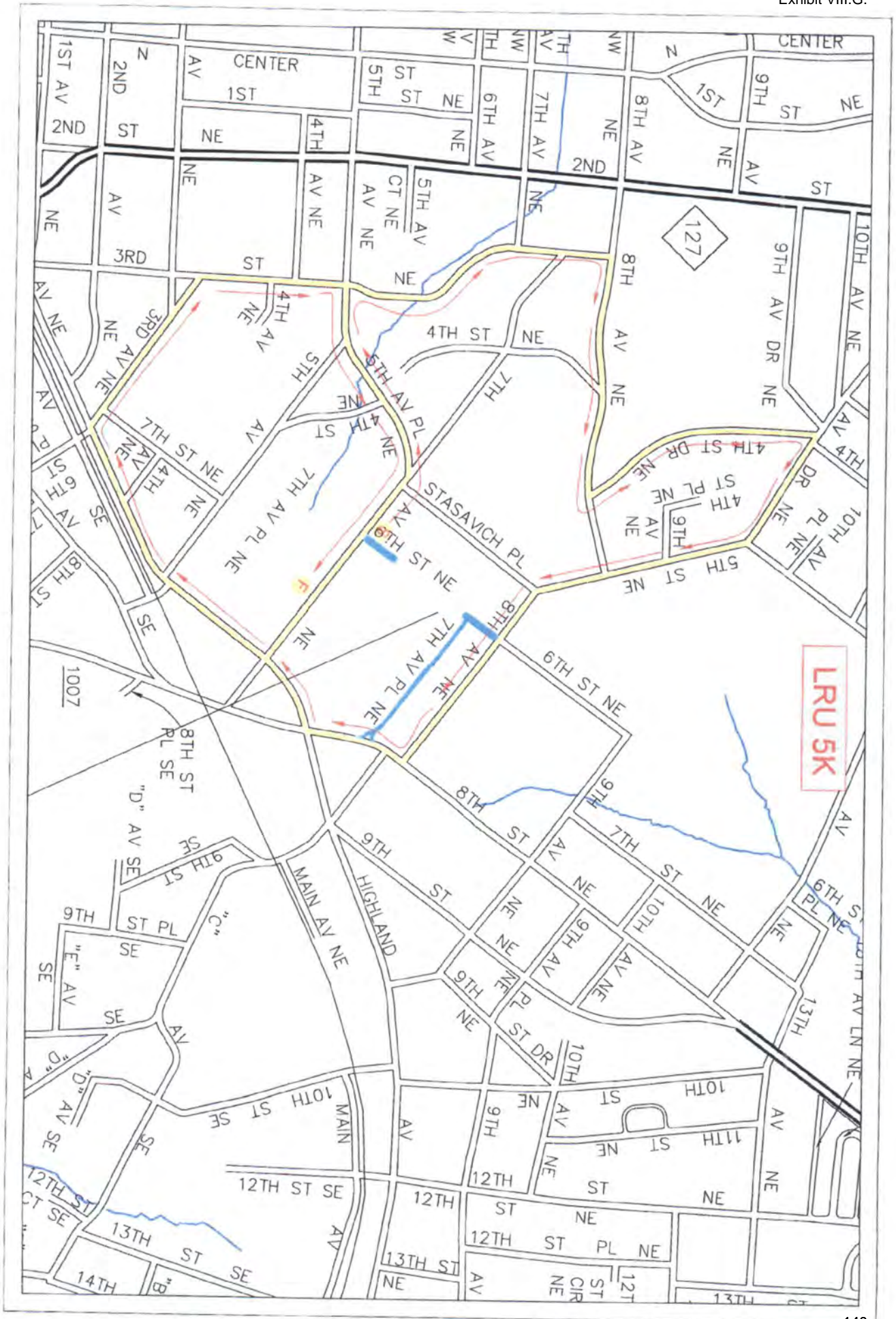


Prestoff Race Activates / 10 x 10 Tents

Finish Line

Start Line

LRU 5K
Apr: 14th, 2020



2019 Route

LRU 5K



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

City of Hickory
Special Events/Activities Application
 (Must be submitted to Planning & Development)
SPECIAL EVENT APPLICATION
PUBLIC PROPERTY EVENTS

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

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

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

Applicant should contact permit center to verify date availability prior to submission of application.

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

APPLICANT INFORMATION

Name of Event: Pinwheels for Prevention
 Applicant Name & Title: Connie Engart - Community Education & Outreach Coordinator
 Organization: Children's Advocacy & Protection Center
 Mailing (Billing) Address: 4360 County Home Road
 City / State / Zip: Conover, NC 28613
 Daytime Phone: 828-465-8162 Cell: 828-323-5714 Email: cengart@catawbacountync.gov
 Description of the Event: Community Awareness Event for Child Abuse Prevention Month
 Does the event have a Twitter, Facebook or other social networking page: no
 If yes, please list URL(s): _____

Event Address: 805 6th Street SE, Hickory, NC 28602
Date of Event: April 1, 2020 with a rain date of April 8, 2020
Event Start Time: 12 noon Event End Time: 1:00 pm
Set-Up Begins: 8:30 am Clean-Up Ends: 2:00 pm
Preferred Date & Time of Inspection:
Estimated Attendance: 100
The Event is: <input type="checkbox"/> Private (by invitation only) or <input checked="" type="checkbox"/> Open to General Public

APPLICANT'S SIGNATURE Connie Engart DATE: Dec. 31, 2019

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

TENTS & MEMBRANE STRUCTURES

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

Will tent(s) be used for the event? Yes No

Number of Tent(s) planned: _____

Size of Tent(s) planned: _____

Percentage of side walls if any to be used for each tent: _____

Detail tent location, size, percentage of side walls and spacing for each on required site plan.

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

Will inflated/air Supported membrane(s) structures be used for the event? Yes No

Number of air inflated/air supported membrane structures planned: _____

Size(s) air inflated/air supported membrane structures planned: _____

Detail air inflated/air supported membrane structure location(s), size and spacing for each on required Site plan.

POWER SOURCES

Will you use electric generators? Yes No

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

Provide contact information for contractor supplying generator power:

Name: _____ Phone: _____ Email: _____

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

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

Provide contact information for person responsible for setup of power:

Name: _____ Phone: _____ Email: _____

HAZARDOUS MATERIALS

Will there be any portable heaters?? Yes No

Will there be any deep fat fryers?? Yes No

Will the event have any hazardous materials such as propane, butane, gasoline, diesel tanks, helium cylinders or other upright tanks? Yes No

If yes, all tanks must be secured in a manner to prevent accidentally being knocked over. All helium tanks not being used shall have their caps in place.

Will there be any fireworks, lasers, torches, candles or pyrotechnics? Yes No

If yes, contact the City of Hickory Fire Prevention office at 828-323-7522 for more information.

VOICE/MUSIC AMPLIFICATION

Are there any musical entertainment features related to your event? Yes No
 (If no proceed to next section) *We will use the CAPC's equipment*

If yes, state the number of bands and type of music: Number of bands: _____
 Type(s) of music: *One song will be performed*

Will a portable or temporary stage be utilized? Yes No
 If yes*, state the number of portable or temporary stages: _____
 Will stage have canopy with frame that supports equipment (lighting, etc.)? Yes No
 If yes* state the size of canopy: _____

Provide contact information for contractor providing stage:
 Name: _____ Phone: _____ Email: _____

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

Will your event use amplified sound? Yes No *microphone/speakers*

If yes, please indicate times: Start time: *12 noon* Finish time: *1:00 pm*

ALCOHOL

Will alcoholic beverages be served? Yes No (If yes, NC ABC permit required)

Will alcoholic beverages be sold? Yes No (If yes, NC ABC permit required)

What type of alcohol will be served?
 Draft Beer Can/Bottle Beer Wine Liquor

Who will be serving the alcohol?

Times for alcohol to be served:

Locations within event site where alcohol will be served:

Have you applied for a North Carolina temporary ABC permit? Yes No

MECHANICAL RIDES

Does the event include mechanical rides, or other similar attractions? Yes No
 If yes, please describe attractions: _____

Applicants contracting with amusement ride companies are required to provide the City of Hickory with a certificate of insurance, naming applicant and the City of Hickory (if applicable) as additional insured on general liability.

VENDORS

PLEASE ATTACH COMPLETE LIST OF VENDORS.

Does the event include food vendors? Yes No

If the event will have food vendors, please check the following that apply:

Served Sold Free Catered Prepared Outdoors

An applicant having any food service must contact the Catawba County Health Department at (828) 465-8270 for approval of any food preparation or service.

Does the event include food concession and/or cooking areas? Yes No

If yes, please list each vendor and specify cooking method (Gas, Electric, Charcoal, Other)

(Use additional sheet if necessary)

VENDOR	COOKING METHOD	FOOD ITEM

Fire Code requires a fire extinguisher at each cooking location. Food and beverages shall not be sold at an event unless approved and licensed, if necessary, by the Catawba County Health Department. Event organizers are responsible for arranging health inspections for their events.

EVENT SCHEDULE

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

DATE	TIME	ACTION	ADDITIONAL NOTES
4/1/2020	8:30 am	Set Up	
	12 noon	Start of Event	
	12:10 pm	Speaker	
	12:30 pm	Song Performance	
	12:35 pm	Proclamation	
	12:45 pm	Prayer	
	12:50 pm	Closing	
	1:10 pm	Cleanup Begins	
	2:00 pm	Cleanup ends	

CITY SERVICES

The City of Hickory does not provide amenities such as portable washrooms, sound systems, tables, chairs, tents, canopies or other equipment.

TRASH AND RECYCLING PLAN

In order to determine what types of containers are needed for the event, please answer the following questions:

How many trash bins are you requesting for trash? n/a

How many recycle bins are you requesting? n/a

Delivery Location? _____

Date and Time for trash or recycling bins to be emptied\picked up: _____

Applicants are responsible for cleaning and restoring the site after the event. The cost of any employee overtime incurred because of an applicant's failure to clean and/or restore the site following the event will be paid for by the applicant. If you reasonably believe that no litter will be generated during your event, please state this in your plan.

PUBLIC PROPERTY CLEAN-UP

Contracted personnel or volunteers may be used if indicated below. What is the clean-up plan for the event? Event planners and volunteers will clean up

If City personnel are needed to assist with event site clean-up the applicant will be required to hire off Duty personnel.

If needed, please list preferred Date & Time for clean-up staff to arrive: _____

Will any of the following services be used for the event:

- Water Service Portable Toilet Services
- Wastewater Service Public Restrooms Public Electric Power

SAFETY AND SECURITY (CHECK TYPES OF SECURITY USED)

- Beer/Alcohol Security Stage Security Event Area Security Gate Security
- Road Closure Security Money Handling Security Other _____
- Overnight Security From _____: _____ To _____: _____

Dates & Times security will be on site: _____

Security provided by: _____ Number of Security Personnel: _____

Applicant may be required to hire sworn off-duty City of Hickory police officers to provide security to insure public safety. The Hickory Police Department will determine the number of security personnel required on site.

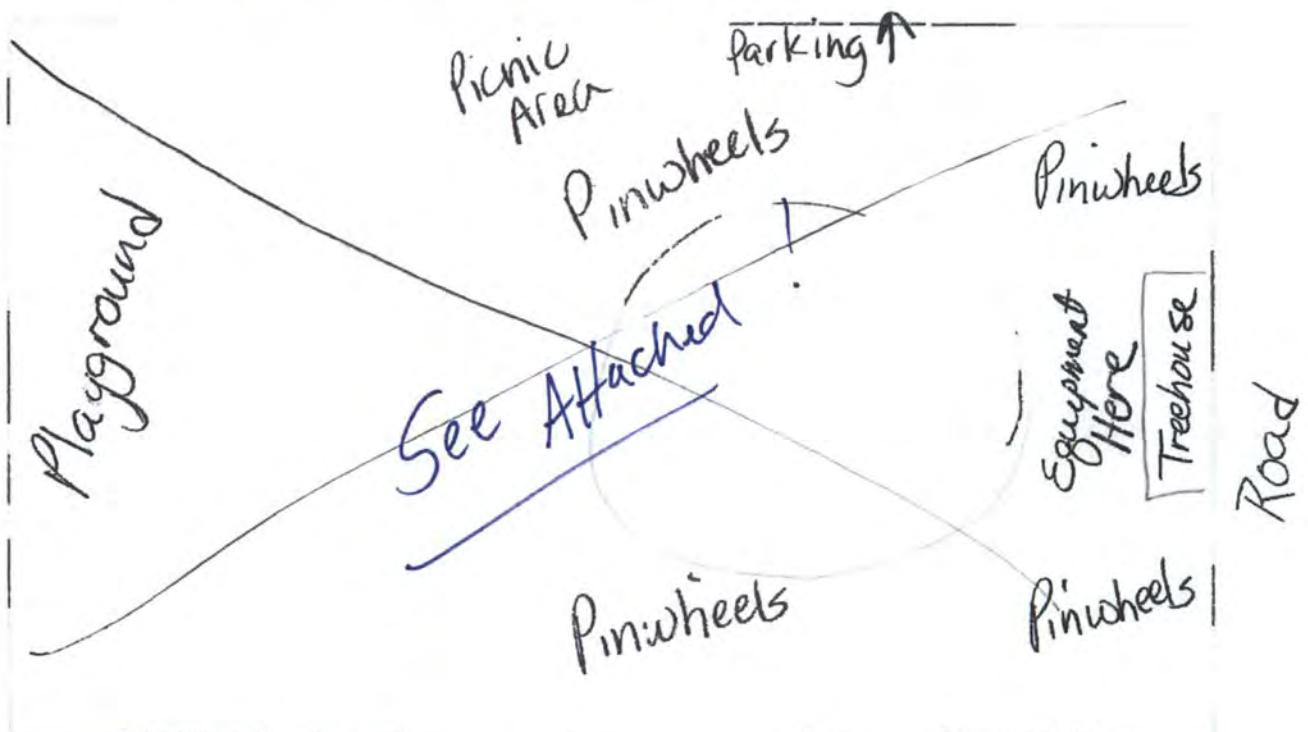
SITE PLAN

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

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

SITE PLAN SKETCH

Zahra Baker All Children's Playground at Kiwanis Park. No temporary structures. CAPC will bring our portable sound system with microphone. Volunteers will "plant" pinwheels in the ground during the event for Child Abuse Prevention Month. These will be removed after the event. Parking in adjacent lot.



ATTACHMENT CHECKLIST

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

All Events:

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

All Public Property Events:

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

-Public Property Event at a Public Park:

Events held at a public park must contact the Recreation and Sports Tourism Department to discuss event details and gain approval from Recreation staff prior to submitting this application to the Permit Center. The Recreation and Sports Tourism Department may be reached at (828) 322-7046 or mseaman@hickorync.gov.

- Email from the Recreation and Sports Tourism Department indicating approval of the event date.

-Public Property Event at the Airport:

Events held at the Hickory Regional Airport must contact the Airport to discuss event details and gain approval from the Airport Director prior to submitting this application to the Permit Center. The Airport Director may be reached at (828) 323-7408 or tclark@hickorync.gov.

- Email from the Airport Director indicating approval of the event date.

-Public Property Event at LP Frans Stadium (Hickory Crawdads):

Events held at LP Frans Stadium must contact the Hickory Crawdads to discuss event details and gain approval from the General Manager prior to submitting this application to the Permit Center. The Hickory Crawdads General Manager may be reached at (828) 322-3000 or dlocascio@hickorycrawdads.com.

- Email from the Hickory Crawdads General Manager indicating approval of the event date.

-Waiver Request

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

Service dog only from CAPC

USE OF UNION SQUARE AND OTHER PUBLIC PLACES

**** THIS SECTION IS ONLY TO BE COMPLETED IF REQUESTING TO HOLD AN EVENT ON UNION SQUARE COMMON, STREETS ADJOINING THERETO OR OTHER PUBLIC PLACES AND PARKS ****

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

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

- No tents may be placed in the area without being described and exhibited to the Fire Prevention Inspectors of the Hickory Fire Department and special approval by the City Council.
- Public address systems can be used only if specifically requested in the application and special permission given, including limitations as to use.
- Sufficient portable toilets shall be provided for the expected number of participants.
- A first-aid station shall be provided, staffed by competent Emergency Medical Technicians, unless a waiver is requested and granted by the City.
- The applicant shall be responsible for providing trash receptacles of the number and size as the city shall require in order to eliminate litter.
- If the applicant desires to sell alcoholic beverages, it shall specifically so state in its application and shall provide a sketch of the area where the same will be sold and consumed. The area shall be delineated by barricades, with the entrance to be clearly marked and so constructed as to allow ready control of patrons, including viewing of identification to avoid underage persons being within the barricaded area. Signs shall be posted stating that no one shall leave the barricaded area with alcoholic beverages.
- Application must be made to proper State authorities for special permit for sale of alcoholic beverages. Special permit shall be available for inspection by the City at any time.
- The applicant shall assume full liability for all accidents or claims of accidents as a result of activities taking place at the special event and during the time the area is being readied for the event and while it is being cleaned up following the event. A copy of the insurance policy must be submitted to the City Manager's office prior to the event. The policy is to be one of comprehensive general liability in the amount of not less the Three Hundred Thousand Dollars (\$300,000.00) for bodily injury per person and One Million Dollars (\$1,000,000.00) per occurrence and not less than One Hundred Thousand Dollars (100,000.00) for property damage per occurrence.
- The applicant will be responsible for the security or protection of any articles, items, merchandise, display tables, booths or other property owned by the applicant or others participating in the special event.
- Applicants must obtain any special use permits required by the Hickory Fire Inspector, must comply with all applicable provisions of the North Carolina Fire Code and must at all times insure that all fire lanes in the area to be used remain unobstructed.
- Applicants must comply with all applicable Health Department regulations pertaining to the scheduled event.
- Applicants must comply with the requirements of the Hickory Sign Ordinance.
- Applications must comply with any and all local, state, and federal laws pertaining to equal opportunity and should make every effort to make events accessible to the disabled public. In addition, applicants shall not deny access or a vendor's booth to any group based on national origin, race, religion, age, sex, or disability.

Children's Advocacy & Protection Center

NAME OF NON-PROFIT ORGANIZATION

BRIEFLY DESCRIBE THE PURPOSE OF THE NON-PROFIT ORGANIZATION:

To build a community dedicated to the prevention of and the coordinated response to child abuse and neglect.

LIST ORGANIZATIONS OFFICERS:

Adrienne Opdyke, Executive Director

828-465-7665

TELEPHONE

Shana White, Board Chair

828-446-3404

TELEPHONE

CHAIRPERSON OF THE SPECIAL EVENT:

Adrienne Opdyke

TELEPHONE

828-465-9293

TELEPHONE

NAME

4360 County Home Road, Conover, NC 28613

ADDRESS

The undersigned Applicant is aware of the rules regulating the use of Union Square Common, streets adjoining thereto and other public places and parks for special events, and will abide with the same; and further understands that the City of Hickory will not be responsible for the security or protection of any articles, items, merchandise, display tables, booths or other property owned by the applicant or others participating in the special event. The undersigned Applicant agrees to reimburse the City of Hickory for the additional cost of providing police department and/or fire department personnel to supervise the event, including services rendered both before, during and after the event itself, to ensure the compliance with all laws and ordinance, to direct traffic and to promote the safety and welfare of participants and other citizens.

12/31/19
Date

Adrienne Opdyke
President

Children's Advocacy + Protection Center
Non-Profit Organization

Approved by:

Wanda [Signature]
CITY MANAGER Asst. Mgr.
Exec

3/11/2020
DATE

DATE APPROVED BY HICKORY CITY COUNCIL:

NORTH CAROLINA

RELEASE AND INDEMNITY AGREEMENT

CATAWBA COUNTY

THIS RELEASE AND INDEMNITY AGREEMENT, entered into by **THE CITY OF HICKORY**, a North Carolina Municipal Corporation, party of the first part, and the **Children's Advocacy & Protection Center**, a non-profit organization with its principal place of operation being Catawba County, North Carolina, party of the second part:

WITNESSETH

WHEREAS, the party of the first part is desirous of allowing the party of the second part to conduct a special event within the City Limits of Hickory, North Carolina, pursuant to the Hickory City Code; and

WHEREAS, the party of the second part is desirous of conducting a special event within the City Limits of Hickory, North Carolina; and

WHEREAS, to this end, said party of the second part has heretofore filed with the City of Hickory an application for approval of said event, and wishes to enter into this Release and Indemnity Agreement pursuant to the Hickory City Code and the administrative rules of the City of Hickory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and for other good and sufficient consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. That the party of the second part hereby completely and unequivocally releases the party of the first part, the officials of the party of the first part, and all employees of said party of the first part, and their families, from any and all claims, damages, injuries or rights of action which the party of the second part may incur by reason of the special event being conducted by the party of the second part.
2. That the party of the second part hereby agrees to indemnify and hold harmless the party of the first part for any liability, injury or claim which may arise to the benefit of the party of the second part as a result of the special event being conducted by the party of the second part.
3. That the parties to this Release and Indemnity Agreement stipulate and acknowledge that there exists sufficient consideration for the execution of this instrument.

This the 31 day of December, 2019.

Adrienne O'Leary
President

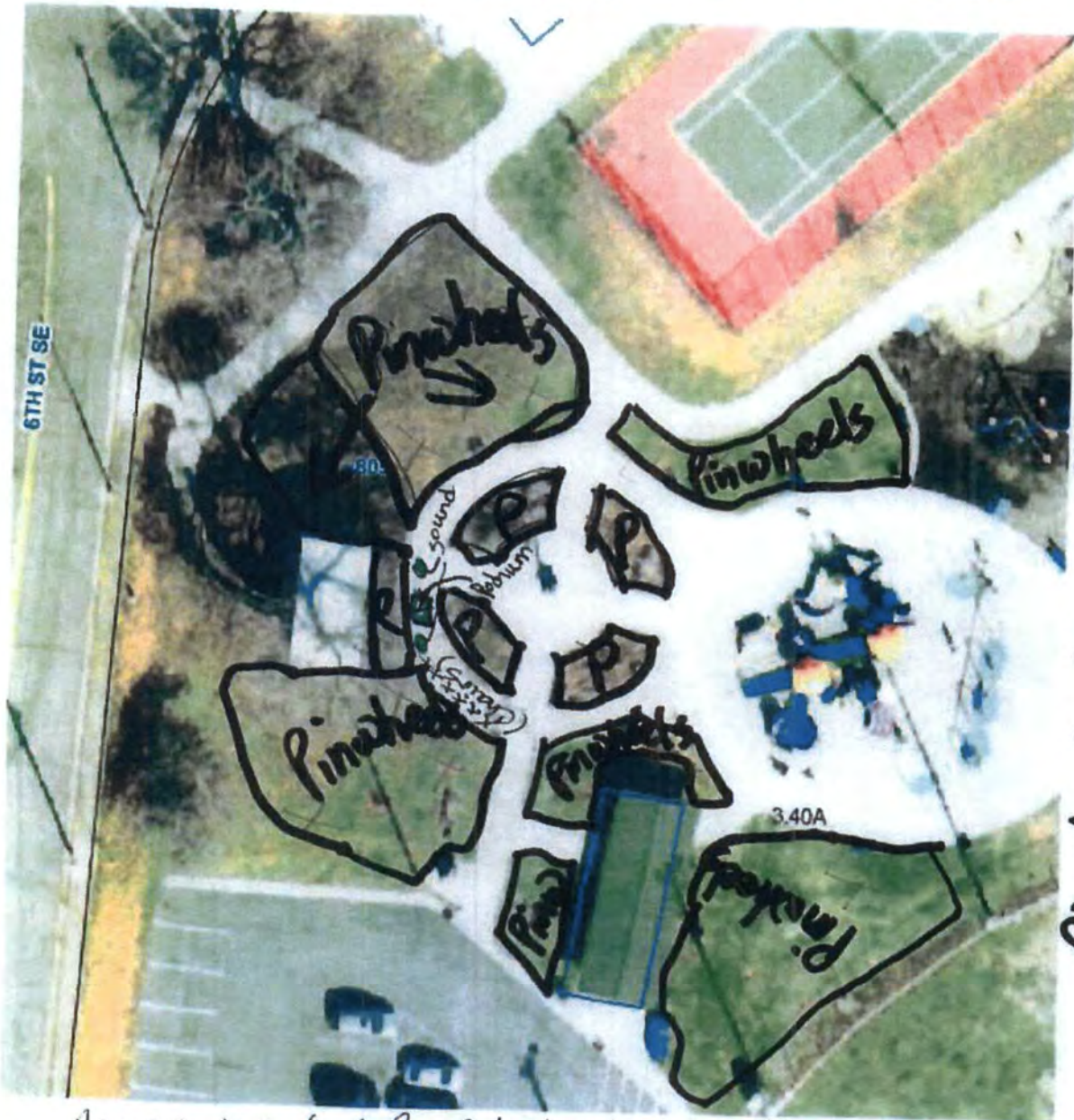
Connie Smart
Witness



catawba county
MAKING LIVING BETTER

Geospatial Information Services

Real Estate Search



Areas marked for Pinwheels - possible locations.

1in=40ft

This is 10 year Anniversary of Zahra's death. Planning

Parcel: 370212867955, 436 3RD AVE DR SE HICKORY, 28602 to "plant" 4000

Owners: ROBBINS NOAH DANIEL,

Owner Address: 436 3RD AVENUE DR SE

Values - Building(s): \$132,100, Land: \$14,200, Total: \$146,300

Pinwheels - 2 times as many as last year, so not sure how much space they will take up.

This map/report product was prepared from the Catawba County, NC Geospatial Information Services. Catawba County has made substantial efforts to ensure the accuracy of location and labeling information contained on this map or data on this report. Catawba County promotes and recommends the independent verification of any data contained on this map/report product by the user. The County of Catawba, its employees, agents, and personnel, disclaim, and shall not be held liable for any and all damages, loss or liability, whether direct, indirect or consequential which arises or may arise from this map/report product or the use thereof by any person or entity.

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12/31/2019

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Melissa Miller, Finance Officer

Contact Person: Patsy Scott, Senior Accountant

Date: February 25, 2020

Re: Delinquent Taxes within City of Hickory Limits – Burke and Caldwell Counties

REQUEST

G.S. 105-369(a) mandates that the tax collector must first inform the governing body of and then advertise the "total amount of unpaid taxes for the current fiscal year that are liens on real property".

County	Real Property Tax	Personal Property Tax	Business Personal Property	Public Service Property Tax	Total
2014 Burke County	-	134.75	-	-	134.75
2015 Burke County	-	152.67	-	-	152.67
2016 Burke County	-	308.46	-	-	308.46
2017 Burke County	-	1,866.34	-	-	1,866.34
2017 Caldwell County	1,368.66	-	-	-	1,368.66
2018 Burke County	1,205.16	6,945.02	-	-	8,150.18
2018 Caldwell County	1,368.66		-	-	1,368.66
2019 Burke County		9,306.85	-	-	9,306.85
2019 Caldwell County	1,419.40		-	-	1,419.40

BACKGROUND

A taxing unit has the option of advertising personal property taxes that are not a lien on real property, but the cost of that advertisement may not be passed along to taxpayers as is the cost of the real property tax lien advertisement. The amount advertised should be only the principal amount of taxes owed, not including any interest, costs, or fees. G.S. 105-369(c) requires that real property tax liens for the current year be advertised at any time from March 1 through June 30.

ANALYSIS

Three actions must occur before the advertisement may be published and posted. (1) The governing body is informed of the "total amount of unpaid taxes for the current fiscal year that are liens on real property". (2) The governing body must issue an order to the tax collector to advertise the tax liens; the order will be issued, presumably, immediately upon receipt of the tax collector's report. (3) At least thirty days before the advertisement is published and posted, the tax collector must provide written notice to the affected taxpayers of the intent to publish outstanding current tax liens. When a taxpayer files a bankruptcy petition, an "automatic stay" immediately becomes effective. Essentially this stay bars any effort by a creditor to collect a debt from the debtor in bankruptcy. The advertisement of a tax lien arguably qualifies as an act to enforce a tax lien and is therefore barred by the automatic stay.

RECOMMENDATION

The Tax Collector has informed City Council of the unpaid tax amounts for the current fiscal year. It is recommended that City Council issue an order to advertise all real and personal current fiscal year tax amounts in the Hickory Daily Record in an attempt to collect the outstanding taxes.

Revised: December 3, 2018

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

[Signature]
Initiating Department Head
2-25-20
Date

[Signature]
Deputy City Attorney, A. Dula
3-9-20
Date

[Signature]
Asst. City Manager Rodney Miller
3-6-20
Date

[Signature]
Asst. City Manager R. Beasley
3/6/20
Date

[Signature]
Finance Officer, Melissa Miller
2-25-20
Date

[Signature]
Deputy Finance Officer, Shana Guy
3/9/20
Date

Date

Recommended for approval and placement on March 17, 2020 Council agenda
(as Consent, Public Hearing, Informational, Department Report, etc).

[Signature]
City Manager, W. Wood
3-11-20
Date

County	Real Property Tax	Personal Property Tax	Business Personal Property	Public Service Property Tax	Total
2014 Burke County	-	134.75	-	-	134.75
2015 Burke County	-	152.67	-	-	152.67
2016 Burke County	-	308.46	-	-	308.46
2017 Burke County	-	1,866.34	-	-	1,866.34
2017 Caldwell County	1,368.66	-	-	-	1,368.66
2018 Burke County	1,205.16	6,945.02	-	-	8,150.18
2018 Caldwell County	1,368.66	-	-	-	1,368.66
2019 Burke County	-	9,306.85	-	-	9,306.85
2019 Caldwell County	1,419.40	-	-	-	1,419.40

24,075.97

	2014	2015	2016	2017	2018	2019
BURKE PERSONAL PROPERTY						
2014 Aloft	134.75					
2015 Aloft		152.67				
2016 Aloft, LLC		152.67				
Visionaire Jets		155.79				
			308.46			
2017 Aloft, LLC		152.67				
Visionaire Jets		155.79				
Jet Away, LLC		1,557.88				
				1,866.34		
2018 Aloft, LLC		152.67				
Visionaire Jets		155.79				
Advanced Flight, Inc		311.58				
Jet Away		1,557.88				
N501AT, LLC		1,651.35				
ODDS, llc		3,115.75			6,945.02	
2019 Aloft, LLC		158.33				
Cramer, Wendell		881.25				
Founders Investments, LLC		1,280.01				
HC Sportservice, LLC		16.83				
Jet Away, LLC		1,615.63				
Lingerfeld Properties, LLC		646.25				
Lynch, LC		407.14				
N11VC, Inc		904.75				
ODDS, LLC		3,231.25				
The American Bottling Comj		3.84				
Visionaire Hets, LLC		161.57				9,306.85
	<u>134.75</u>	<u>152.67</u>	<u>308.46</u>	<u>1,866.34</u>	<u>6,945.02</u>	<u>9,306.85</u>
BURKE REAL PROPERTY						
2018 Founders Investments, LLC					1,205.16	
					<u>1,205.16</u>	
CALDWELL COUNTY REAL PROPERTY						
2017 Cimarron South, Inc				1,368.66		
2018 Cimarron South, Inc					1,368.66	
						1,419.40
2019 Cimarron South, Inc				<u>1,368.66</u>	<u>1,368.66</u>	<u>1,419.40</u>
						24,075.97

3

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Karen Dickerson, Community Development Manager
Contact Person: Karen Dickerson, Community Development Manager
Date: February 28, 2020
Re: Construction Contract for Halifax Home at 914 3rd St Place SW

REQUEST: Recommendation to enter into an agreement with Habitat for Humanity of Catawba Valley to construct one (1) affordable home called the Halifax at 914 3rd St PI SW on City owned property using HOME Funds from the Western Piedmont Council of Governments Unifour Consortium.

BACKGROUND: The mission of the City of Hickory's Community Development Division is to preserve the existing housing base, enhance ownership opportunities for all of its citizens to obtain decent housing, and provide a quality environment conducive to the safe and healthy growth of its citizenry. With these goals in mind, the City of Hickory wishes to enter into an agreement with Habitat for Humanity of Catawba Valley to construct one (1) affordable home at 914 3rd St PI SW on City owned property using HOME Funds from the Western Piedmont Council of Governments Unifour Consortium.

ANALYSIS: Recently, the Western Piedmont Council of Governments awarded the City funding for the construction of two affordable homes at the current addresses of 914 and 932 3rd St Place SW. These homes will be made available to households earning less than 80 percent of the area median income. In an effort to make these houses affordable, the city will connect future homeowners to sources of funding such as the Down Payment Assistance Program through the Western Piedmont Council of Governments and funding from the North Carolina Housing Finance Agency. Staff advertised for competitive bids on the construction of these two homes, using the City's website and also contacting four other prospective reputable contractors. At the February 21st bid opening, four (4) bids were received for the Halifax home at 914 3rd St Place SW. The low bidder for the Halifax home was Habitat for Humanity of Catawba Valley with a bid of \$153,192.33.

RECOMMENDATION: The Community Development Manager recommends approval to enter into a contractual agreement with Habitat for Humanity of Catawba Valley to construct one (1) Halifax home on city owned property at 914 3rd St Place SW in the amount of \$153,192.33.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

500-3000-558-57.07

Reviewed by:

DGL
Dave Leonetti

Initiating Department Head

2/28/2020

Date

A. Dula
Deputy City Attorney, A. Dula

Date

R. Miller
Asst. City Manager, R. Miller

3/6/20

Date

R. Beasley
Asst. City Manager, R. Beasley

3/6/20

Date

M. Miller
Finance Officer, Melissa Miller

3/9/20

Date

S. Guy
Purchasing Manager, Shana Guy

3/9/20

Date

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

W. Wood
City Manager, W. Wood

3.11.20

Date



CITY of HICKORY
Invitation to Bid and Contract

Project Title:

Bid Number: 20-023

Ridgeview Subdivision-Halifax House

NUMBER: 20-023

SUBMIT SEALED or ELECTRONIC BIDS TO: Karen Dickerson, Community Development Manager PO Box 398 76 N Center Street Hickory NC 28603 kdickerson@hickorync.gov 828.261.2292		DIRECT INQUIRIES TO: Karen Dickerson. Community Development Manager Phone: (828) 323-7414 kdickerson@hickorync.gov	
Date bid advertised: January 31, 2020	No Bids Received After: 2:00 pm	February 21, 2020	

Vendor Name: <i>Habitat For Humanity of Catawba Valley</i>	Point of Contact: <i>Derek Ross</i>	
Mailing Address: <i>PO Box 9475</i>		
City: <i>Hickory</i>	State: <i>NC</i>	Zip: <i>28603</i>
Area Code and Phone Number: <i>828-328-4663</i>	Email Address: <i>Derek@habitatcatawbaValley.org</i>	
Federal Employer Identification Number or Social Security Number: <i>58-1652358</i>		

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

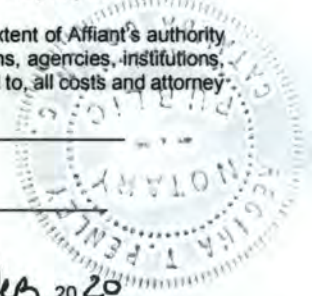
AFFIDAVIT: STATE OF NC COUNTY OF Catawba of lawful age, being first duly sworn, on oath says that:

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

FIRM: Habitat For Humanity of Catawba Valley
 ADDRESS: PO Box 9475 Hickory NC 28603
(City, State, Zip)
 PHONE: 828-328-4663

Derek A Ross
 SIGNATURE OF AUTHORIZED AGENT
Derek A Ross
 PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 20 day of Feb, 2020
Heidi J. Perry
 Notary Public
 My Commission Expires: March 15, 2020





CITY of HICKORY
Invitation to Bid and Contract

Project Title:

Bid Number: 20-023

Ridgeview Subdivision-Halifax House

NUMBER: 20-023

IMPORTANT INFORMATION AND INSTRUCTIONS

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

- a. Invitation and Bidder Information
- b. Important information and Instructions
- c. General Conditions
- d. Special Conditions and Federal Awards Contract Provisions (includes UG)
- e. Description of Work to be performed (Exhibit A)
- f. Contractors Handbook and Work Specifications (Exhibit B separate document)
- g. Bid Form, Bonding Requirements and Waivers
- h. HUD 4010 Labor Standards Provisions

1. SUBMIT ALL PAGES

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

2. SUBMITTAL:

- a. MAIL: On the outside envelope write:
 1. The name of the General Contractor
 2. The Project Title and Project Number
- b. ELECTRONIC:
 Upload the completed bid package on the City's Purchasing webpage
<https://www.hickorync.gov/content/purchasing>

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

4. LIQUIDATED DAMAGES

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

5. Pre- Bid Meeting

An optional Pre-Bid meeting will be held on Tuesday February 11 at 2pm in the Office of Business Development at Hickory City Hall.

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CITY of HICKORY
Invitation to Bid and Contract

Project Title:

Bid Number: 20-023

Ridgeview Subdivision-Halifax House

NUMBER: 20-023

Construction of Affordable Home in Ridgeview Subdivision
 Sponsored by the City of Hickory

The City of Hickory requests bids from licensed contractors to build a home at 914 3rd Street Place SW .

Project Description and Requested Services

The City of Hickory has received HOME Funds from the Western Piedmont Council of Governments to build one affordable home at 914 3rd Street Place SW .

This city project will enhance ownership opportunities for all of its citizens to obtain decent housing, and provide a quality environment conducive to the safe and healthy growth of its citizenry within the Ridgeview community. By building two houses with affordability mandated by deed restrictions, this project will assist with neighborhood revitalization and stabilization of the Ridgeview area without gentrification.

The grant funds will address Phase I of the project which includes the construction of one affordable houses at 914 3rd St Place SW, with the home that additional homes can be built (Phase II) with future funding from the Western Piedmont Council of Governments.

All work must be performed according to housing improvement grant programs as defined at 24CFR85.36 of the Department of Housing and Urban Development code, **using the following methods and materials as outlined herein**. All work must be undertaken according to the grant terms and conditions, which will be incorporated into the contract for work by reference. If there is any discrepancy between statements the Invitation to Bid and Exhibit B, the most restrictive provision will apply.

Work Description

Copies of plans are attached to this proposal. **The contractor will be responsible for obtaining all necessary permits**. The work included in this phase of the development will include the following construction specifications attached as part of Exhibit B the Contractors Handbook.

Project Schedule

All work undertaken as part of this grant must be completed no later than October 31, 2020. Assuming bids are opened on February 21, 2020, it is anticipated that Notice to Proceed will be issued no later than March 31, 2020. The work should begin no more than 30 days after Notice to Proceed. The project will be awarded with a 180-day time frame for completion barring any inclement weather.

Project Requirements



CITY of HICKORY
Invitation to Bid and Contract

Project Title:

Bid Number: 20-023

Ridgeview Subdivision-Halifax House

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- All work must be completed according to the HOME Program Standards for Construction.
- This project involves federal funds. Therefore, all construction assurances for federal construction programs must be met. A copy of the document is attached.
- Contractor shall have current licensure in North Carolina for the trades involved in this project.
- The City of Hickory General Conditions for Bidding Requirements shall be met. These requirements are attached to this document are included within this invitation to bid and contract.
- Performance Bonds and Payment Bonds in the amount of 100% of the contract amount are required by the city.

Submission of Bids

Contractors interested in the project are invited to submit a bid that addresses the criteria listed above and in Exhibit B and includes the following:

- A list of the type of services for the person/firm is qualified;
- Names of principals, key persons, or associates who would be involved in the project;
- A list of similar projects completed by the person/firm within the last three years, giving names, addresses and phone numbers of clients.
- Bids must contain a line item project budget addressing each item described in the project summary.

A visit to the project site before submission is required to verify conditions and to ensure familiarity with its site.

Selection and Qualifications

Bids will be evaluated in part on the basis of the following criteria:

- The overall price of the bid
- The person/firm must have satisfactorily assessed and constructed other homes
- The person/firm must have adequate experience and/or staff to perform the work required
- The person/firm must have the ability to meet the project schedule established for the work
- The person/firm must meet the insurance requirements contained in the attached general conditions for bidding.



CITY of HICKORY
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Project Title:

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GENERAL CONDITIONS

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

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.) The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those that do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the Purchasing Agent for the City of Hickory and may be examined during normal business hours.

1. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED.** Do not use white out, correction tape or other method of masking a correction.

2. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID," and explain the reason in the space provided thereon. Failure to respond three (3) times in succession may be cause for removal of the supplier's name from the bid mailing list, without further notice. NOTE: To qualify as having responded, bidder/vendor must submit either a bid or a written "NO BID," and it must be received no later than the stated bid opening date and hour.

3. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/vendor is responsible for making this known in writing so as to reach the Purchasing Agent no later than seven (7) calendar days prior to the bid opening date. The envelope shall be marked in such a way so as to alert the Purchasing Agent of the urgency of the communication. The envelope must be marked indicating that the content is a challenge to a specified Invitation to Bid. For all challenges considered valid by the Purchasing Agent, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/objections not considered valid will be so stated to the objecting party.

4. **BID OPENING:** Bid opening occurs at the time specified on the bid form. It is the Bidder/Vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile, electronic mail or telephone are not acceptable. NOTE: Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations WILL NOT be provided by telephone or facsimile. Bid tabulations will be provided by mail at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the North Carolina Open Records Act.



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5. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.
6. **AWARDS:**
- a. As the best interest of the City may require, the right is reserved to:
 1. Award by individual item or project, group of items or projects, all or none, or a combination thereof.
 2. Award based upon a geographical district basis with one or more vendors.
 3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
 - b. Bidders/Vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by the City and appropriate documents executed. The City of Hickory reserves the right to add or delete any item from this contract when deemed to be in the best interests of the City.
7. **ACCEPTANCE OF CONTRACT:** This document constitutes only the Bidder/Vendor's offer until it is accepted on behalf of the City of Hickory and is executed by the Mayor or Manager and City Clerk on behalf of the City of Hickory.
8. **WAIVER:** The City of Hickory reserves the right to waive any general provisions, special provision or minor specification deviation when considered to be in the best interest of the City.
9. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the Bidder/Vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of any deviation from the specification may cause the bid to be rejected at the discretion of the City.
10. **MISTAKES:** Bidders/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at Bidder/Vendor's risk.
11. **INFORMATION:** The Bidder/Vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the Bidder/Vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.
12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are



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

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

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

15. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories or by the City. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with North Carolina Statutes. Items delivered not conforming to specifications will be rejected and returned to the Bidder/Vendor at the Bidder/Vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the City of Hickory Purchasing Bidder/Vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.

16. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

17. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. "Destination" shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the Bidder/Vendor until accepted by the ordering agency. The Bidder/Vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering department will:

- a. Record any evidence of visible damage on all copies of the delivering carrier's bill of lading.
- b. Report damage (whether visible or concealed) to the carrier and Bidder/Vendor, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.



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- c. Retain the item and its shipping container, including inner packaging material, until inspection is performed by the carrier, and disposition given by the Bidder/Vendor, or for a reasonable time after notification to the Bidder/Vendor.
- d. Provide the Bidder/Vendor with a copy of the carrier's bill of lading and damage inspection report.

18. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all work performed pursuant to this Agreement shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

19. **SERVICE AND WARRANTY:** Unless otherwise specified, the Bidder/Vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance of this contract by the City, Bidder/Vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be of good material and workmanship and free from defects.

20. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting Bidder/Vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, Bidder/Vendor upon notice thereof from the City shall promptly correct or replace the same at Bidder/Vendor's expense. If Bidder/Vendor shall fail to do so, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the Bidder/Vendor, all such goods will be held at Bidder/Vendor's risk. The City may, and at the Bidder/Vendor's direction shall, return such goods to Bidder/Vendor at Bidder/Vendor's risk, and all transportation charges, both to and from original destination, shall be paid by Bidder/Vendor. Any payment for such goods shall be refunded by Bidder/Vendor unless Bidder/Vendor promptly corrects or replaces the same at its expense.

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

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

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

24. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be F.O.B. Hickory, North Carolina at the indicated department's address and include



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Invitation to Bid and Contract**

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packing, handling and shipping charges fully prepaid by the Vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.

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

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

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

28. PAYMENT:

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

b. **REQUIREMENTS ONLY PURCHASES:** The proposed contract shall be for the quantities actually ordered during the life of the contract only. **UNLESS OTHERWISE SPECIFIED, ALL CONTRACTS ARE REQUIREMENTS-TYPE CONTRACTS,** meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown.



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- c. **DISCOUNTS:** Bidders/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidders/Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
- d. **UNIFORM COMMERCIAL CODE:** All provisions of the Uniform Commercial Code shall be adhered to.

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

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

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

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

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

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



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

36. **ACCESS TO RECORDS:** The Bidder/vendor agrees to provide upon request audit materials to an auditor designated by the City.

37. **RETENTION OF RECORDS:** The Bidder/vendor will retain all records pertaining to this contract for a period of three (3) years after final payment and all other pending matters are closed.

38. **INSURANCE:** If insurance is required in the specifications to this Agreement, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City showing the City as an additional insured thereunder without cost to the City of Hickory prior to the awarding of the contract. This shall be accomplished by including a Certificate of Insurance with the bid package with the Certificate Holder being:
City of Hickory, P. O. Box 398, Hickory, NC 28603.

a. **General Liability:** The Bidder/Vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by state law. In addition, the Bidder/Vendor shall have, during the term of the Contract, insurance in the minimum amount of Twenty-Five Thousand Dollars (\$25,000.00) property damages, arising from a single occurrence, One Million Dollars (\$1,000,000.00) for personal injuries arising from a single occurrence, One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single occurrence or accident, and Three Million (\$3,000,000.00) general aggregate. The insurance companies providing coverage must be an acceptable financial rating as determined by the city. This policy or policies shall hold harmless and indemnify the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the Bidder/Vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City. The certificate shall provide a 30 day notice of cancellation or material change of coverage to the certificate holders. Policy holder must also list the City of Hickory as additional insured.

b. **Automobile Liability:** The Bidder/Vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in Subparagraph a. of this section. In addition, the Bidder/Vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the Bidder/Vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the Bidder/Vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.

c. **Worker's Compensation:** If the Contractor has (3) or more employees, including the owner, the certificate must also include employer's liability insurance (workers compensation) in accordance with statutory requirements with limits of not less than \$100,000 for each accident. The Bidder/Vendor shall procure and maintain in full force and effect for the period of the Contract, full



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workers' compensation insurance in accordance with the laws of the State of North Carolina to protect it and the City against liability under the workers' compensations and disease statutes of the State of North Carolina. A current certificate showing that the Bidder/Vendor has in force and effect the aforesaid insurance of a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City. The certificate shall provide a 30 day notice of cancellation or material change of coverage to the certificate holders. Policy holder must also list the City of Hickory as additional insured.

- d. **Builder's Risk Insurance:** The Contractor shall carry a builder's risk policy for each rehabilitation or new construction contract with coverage at least equal to the contract value to protect the Owner and the City against damage to materials on site or completed work damaged by natural disaster or third-party negligence, vandalism, etc. The builder's risk policy shall list the City as an additional insured party.

39. **BONDS:** Bidder's Bonds and Performance bonds, if required, are set forth in the specifications attached hereto. If Bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:

- a. **Bidder's Bonds:** If required as a part of the specifications of this contract, bids filed with the Purchasing Agent must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount stated made payable to the City of Hickory. This amount will be retained by the City as damages in the event the successful Bidder/Vendor fails to comply with the terms of this Agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All deposits and bonds will be returned to the unsuccessful Bidders/Vendors within a reasonable time after the contract has been awarded, and to the successful Bidder/Vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.

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

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

40. **TIME OF ESSENCE:** Unless otherwise stated, time shall be considered of the essence to this Agreement. Bidder/Vendor specifically agrees that it shall be liable for failure to deliver or delay



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in delivery occasioned by and including, without limitations, strikes, lock-outs, inability of obtaining material or shipping space, breakdowns, delays of carriers or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivisions thereof, unless governmental acts and regulations affecting delivery could not be found, recognized or discovered by due diligence on the part of the Bidder/Vendor prior to submission of the bid and the City Council's acceptance.

41. **LIQUIDATED DAMAGES.** If the Contractor shall neglect, fail, or refuse to complete the work within the time herein specified under Project Schedule, then the Contractor does hereby agree, as a part of the consideration for the awarding of the contract to pay the City the sum of \$100.00 per day, not as a penalty, but as compensation to the City for delays, damages, and additional expenses for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work. The said amount is fixed and agreed upon by and between the Contractor and the City because of the impracticability and extreme difficulty of fixing ascertaining the actual damages the City would in such event sustain.

It is further agreed that time is of the essence to each and every portion of this contract and to the specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where, under the contract, any additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be the essence of this contract.

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

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

43. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful Bidder/Vendor as a result of this bid. It shall be the Bidder/Vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this



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bid that will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the Bidder/Vendor.

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

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

- a. **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, which he has employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week.
- b. **Violation/Liability for Unpaid Wages Liquidated Damages.** In the event of any violation of the clause set forth in Paragraph (1) of this section, the contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States or other appropriate governing or regulatory body for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in Paragraph (1), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in Paragraph (1).
- c. **Withholding for Liquidated Damages.** The Owner shall withhold or cause to be withheld, from any monies payment on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided in the clause set forth in Paragraph (2) of this Section.
- d. **Subcontracts.** The contractor shall insert in any subcontracts the clauses set forth in Paragraphs (1), (2) and (3) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts, which may be entered into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.



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- e. **Questions Concerning Certain Federal Statutes and Regulations.** All questions arising under this contract which related to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said acts, or (d) the labor standards provisions of any other pertinent federal statute shall be referred through the Owner and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this contract.

46. **APPLICABILITY OF FEDERAL REGULATIONS TO FEDERALLY FUNDED PROJECTS:** If it is indicated in the specifications to this Agreement that federal funding is used in the completion of this project, the following provisions shall apply in compliance with the regulations of the United States Department of Housing and Urban Development.

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them for complying with the Part 135 Regulations.
- c. The contractor agrees to send each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization of workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- d. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.



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- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD-assisted contracts.
47. **REPORTING REQUIREMENTS:** The Contractor will provide such reports as required for submission to the Department of Housing and Urban Development pertaining to racial, gender, age and ethnic status of its employees for carrying out the work under this contract.
48. **ADVERTISING:** In submitting a proposal, Bidder/Vendor agrees not to use the results therefrom as a part of any commercial advertising.
49. **TERMINATION FOR CONVENIENCE OF THE CITY:**
- a. The performance of work and/or delivery of ordered materials, supplies, equipment and/or services under this contract may be terminated by the City, in whole or in part, whenever it is determined to be in the best interest of the City.
- b. Any such termination shall be affected by the delivery to the Bidder/Vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment and/or services are terminated, and the date upon which such termination becomes effective.
- c. After receipt of a notice of termination, the Bidder/Vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the Notice of Termination.
50. **VENUE:** This contract shall be governed by the laws of the State of North Carolina.
51. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. This Agreement may not be modified except in writing signed by both parties.
52. **DELIVERY OF NOTICES:** Any notices required or permitted by this Agreement will be considered sufficient if hand delivered or sent by certified mail to the party entitled to receive the notice at the address of that party set forth above. If a notice is sent by certified mail, it shall be deemed to have been given on the second business day after it is deposited in the United States mail, whether actually received by the addressee on that date or not.
53. **DOCUMENTS CONTAINING AGREEMENT:** This Agreement, in addition to this document, consists of:
- a. Invitation and Bidder Information
- b. Important information and Instructions
- c. General Conditions
- d. Special Conditions and Federal Awards Contract Provisions (includes UG)
- e. Description of Work to be performed (Exhibit A)
- f. Contractors Handbook and Work Specifications (Exhibit B)



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- g. Bid Form, Bonding Requirements and Waivers
- h. HUD 4010 Labor Standards Provisions

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

55. **PARTIAL PAYMENTS:** Partial payments will be made based upon the schedule of four payments outlined in the Contractor's Handbook (Exhibit B) as the work progresses. From the total of the amount determined to be payable on a partial payment, 5% of such total will be deducted and retained by the OWNER until the final payment is made. The balance 95% of the amount payable, less all previous payments, shall be certified for payment.

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

No partial payment shall bind the OWNER to the acceptance of any materials or work in place as to quality or quantity.

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SPECIAL CONDITIONS

1. **Federal funds will be used** on this project and all applicable provisions of the Davis-Bacon Act are included in this contract. Contractor personnel will be interviewed to ascertain compliance with prevailing wage requirements shown in the 2018 NC Highway Wage Decision. A copy of the Davis Bacon Act poster shall be displayed on the site during execution of the contract. Contractor shall provide certified payrolls for all personnel including subcontractors working on the project.
2. **COMPLIANCE WITH LAWS:** The bidder, at his own expense, shall obtain and maintain all licenses, permits, liability insurance, workers' compensation insurance and shall comply with any and all other standards or regulations required by federal, state, and local statute, ordinance, executive order and rules during the performance of any contract between the bidder and the City. Any such requirement specifically set forth in any contract document between the bidder and the City shall be supplementary to this section and not in substitution thereof.
3. **SPECIFICATIONS:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the City. All construction and materials shall conform to the City of Hickory's Manual of Practice which includes the standard specifications and details.
4. **GUARANTEE:** Unless otherwise specified by the City, the bidder shall unconditionally guarantee the materials and workmanship on all material, construction, and/or services to be free from defect at the time of delivery and acceptance (to be determined by usage) by the City. If any defects are present which are due to faulty material, workmanship, and/or services, the bidder at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the City. These repairs or replacements or adjustments shall be made only at such time as will be designated by the City as least detrimental to the operation of the City. Standard manufacturer's warranties and other warranties normally offered by the bidder shall be in effect for all deliveries and shall be in addition to specific warranties or guarantees contained in this Bid. Statement of terms of standard warranty should be included with the bid.
5. **LICENSE:** All bidders must have proper license governing services provided.
6. **E-VERIFY COMPLIANCE:** Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the North Carolina General Statutes must comply with North Carolina Session Law 2013-418's E-Verify requirements to contract with local governments. E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. A completed E-Verify compliance statement is required to enter any contract with the City of Hickory.
7. **MINORITY BUSINESS PARTICIPATION:** If the contract is for more than \$300,000, the contractor shall provide documentation of efforts to ensure minority and disadvantaged business participation as outlined in the project manual.



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UNIFORM GUIDANCE CONTRACT PROVISIONS UNDER FEDERAL AWARDS

EQUAL EMPLOYMENT OPPORTUNITY (under 41 C.F.R. Part 60)

During the performance of this contract, the contractor agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency 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 a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. DAVIS BACON ACT



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- a) All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)).
- b) In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- 3. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT**
- a) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract. The act provides that each contractor or subrecipient must be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- b) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- 4. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (All contracts in excess of \$100,000 that involve the employment of mechanics or laborers)**
- a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to



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satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

- d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section."

5. RIGHTS TO INVENTION MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. CLEAN AIR ACT

(Contracts of amounts in excess of \$150,000)

- a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.
- c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Awarding Agency.

7. FEDERAL WATER POLLUTION CONTROL ACT

- a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.
- c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Awarding Agency."

8. ENERGY EFFICIENCY

The contractor must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issues in compliance with the Energy Policy and Conservation Act.



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9. SUSPENSION AND DEBARMENT

- a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

11. PROCUREMENT OF RECOVERED MATERIALS

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, available at EPA's Comprehensive Procurement Guidelines web site

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.>”

11. ACCESS TO RECORDS. THE FOLLOWING ACCESS TO RECORDS REQUIREMENTS APPLY TO THIS CONTRACT:



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- a) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the Federal Awarding Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c) The contractor agrees to provide the Federal Awarding Agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

12. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal Awarding Agency pre-approval.

13. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE

ORDERS This is an acknowledgement that Federal Awarding Agency financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

14. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

15. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

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EXHIBIT "A"

**DESCRIPTION OF WORK TO BE PERFORMED
 FOR THE CITY OF HICKORY
 Bid No. 20-023**

Contract of this project is for construction of one (1) affordable house at 914 3rd Street Place SW in Hickory. The project includes but is not limited to grading, laying out the house, digging the footings and piers, pouring concrete, laying masonry, drying in the house, wood framing of floors, walls roof doors and windows, all mechanical, electrical and plumbing work, all exterior siding and porches, insulation, drywall and ceiling. Work should also include driveway, landscaping and all other aspects of building a complete home. All work shall be according to the specifications. See attached Section Contractor's Handbook and Bid Item Description. The cost of any additional materials, labor, and equipment required to make a complete project shall be distributed among the various pay items. No additional payments will be made for work required for a complete project not shown on the project drawings.

GENERAL REQUIREMENTS

All portions of the work involved in the bid shall be performed to current city, county, state and Federal standard specifications.

General Contractor's Responsibilities:

1. Visit the project site prior to submitting his bid and becoming familiar with site constraints, , above and below grade, and project scope.
2. Provide an expected date of completion for the project.
3. Coordinate all work with other Contractors and Rehab Specialist and Community Development Manager.
4. Provide all work in accordance with the plans and specifications.
5. Remove all debris generated and clean up of site. Remove safety fences, barricades and all other temporary safety measures installed by General Contractor.
6. Update record drawings as work progresses.
7. Any and all surveying and measurement sites needed for the construction of the project.

***Special Notes – This home will be built using the foundation and crawlspace option.
 Concrete Driveway will be 12 feet in width and no more than 60 feet in length.*

The City of Hickory's Responsibilities:

1. Hold a pre-construction conference with all Contractors and City's Rehab Specialist and Community Development Manager.
2. Promptly respond to Contractor's questions and concerns.
- 3.
4. Update record drawings as work progresses.

The City reserves the right to reject any and all Bids; and reject any Bid Items that best meets the needs of the City.

All Contractors' invoices shall be submitted to the City's Community Development Manager for approval on standard AIA payment request forms.



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

Project Title:

Bid Number: 20-023

Ridgeview Subdivision-Halifax House

NUMBER: 20-023

SPECIAL INSTRUCTIONS!

All pages of this document will be used as the contract. Bidders shall submit ALL pages of this document.

Bidder shall write on the outside envelope:

- THE NAME OF THE GENERAL CONTRACTOR
- THE NAME OF THE PROJECT –**Ridgeview Subdivision – Affordable House 1**
- BID NUMBER(S) OF PROJECT(S) – **20-023**
- DATE AND LOCATION OF BID OPENING

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

The City reserves the right to reject any and all Bids; and reject any Bid Items that best meets the needs of the City.

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

Do not include Federal tax or NC State and local sales or use taxes in your bid. The City of Hickory is exempt from federal tax. Contractor(s) shall submit a certified Sales Tax Report (attached) for reimbursement of sales taxes by Owner.

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

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CITY of HICKORY
Invitation to Bid and Contract

Project Title:

Bid Number: 20-023

Ridgeview Subdivision-Halifax House

NUMBER: 20-023

SEE EXHIBIT B CONTRACTOR HANDBOOK FOR CONSTRUCTION STANDARDS



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

Project Title:

Bid Number: 20-023

Ridgeview Subdivision-Halifax House **NUMBER: 20-023**

BID FORM AND GENERAL CONTRACT

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

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

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

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

The Contractor agrees to complete all portions of the work described within 180 days of issuance of Notice to Proceed. By submitting this bid, Contractor agrees to coordinate his schedule with that of the City of Hickory forces working on this project to the fullest extent possible.

The City of Hickory reserves the right to deduct items above as deemed in the best interest of the City.

BONDING

- A. PERFORMANCE BOND:** Required in the full amount of the stated Bid amount.
- B. PAYMENT BOND:** Required in the full amount of the stated Bid amount.

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

Project Title:

Bid Number: 20-023

Ridgeview Subdivision-Halifax House **NUMBER: 20-023**

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

Do not include Federal tax or NC State and local sales or use taxes in your bid. The City of Hickory is exempt from federal tax. Contractor(s) shall submit a certified Sales Tax Report (attached) for reimbursement of sales taxes by Owner.

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

The below bid amount includes all specifications and addendums.

Acknowledge of Addendum # _____	Date _____
Acknowledge of Addendum # _____	Date _____
Acknowledge of Addendum # _____	Date _____

Total Lump Sum Project Bid: \$ 153,192.³³

Total Bid Alternate # 1: _____

Total Bid Alternate # 2: _____

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

Project Title:

Bid Number: 20-023

Ridgeview Subdivision-Halifax House

NUMBER: 20-023

Please type in the form if possible. If additional space is needed copy this form.

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

CITY OF HICKORY,
A North Carolina Municipal Corporation

(SEAL)

Warren M. Wood, City Manager

Attest:

Debbie D. Miller, City Clerk

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



Melissa Miller, Finance Officer

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

Arnita M. Dula, Deputy City Attorney



CITY of HICKORY
Invitation to Bid and Contract

Project Title:

Bid Number: 20-023

Ridgeview Subdivision-Halifax House

NUMBER: 20-023

AFFIDAVIT OF PRIME CONTRACTOR

(STATUS OF SUBCONTRACTORS AND MATERIAL SUPPLIERS)

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

Sworn to and subscribed before me this 19 day of February, 2020.

[Handwritten Signature]
Signature

Derek A Ross
Printed Name

Director of Construction
Title

2/19/2020
Date



CITY of HICKORY
Invitation to Bid and Contract

Project Title:

Bid Number: 20-023

Ridgeview Subdivision-Halifax House

NUMBER: 20-023

RELEASE AND WAIVER OF CLAIMS AND CONSENT OF SURETY

PRIME CONTRACTOR

On Feb 19, 2020 there personally appeared before me the undersigned authority in and for said County Catawba (County) and State of North Carolina (State)

by the name of Derek A. Ross (Name), who is the Director of Construction (Title), for Habitat for Humanity of Catawba Valley (Company).

Who being duly sworn by me, states that all payrolls, material bills, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance and other liabilities have been paid in full, incurred for use in the performance the above mentioned Project and waives any claims and releases the City of Hickory from any rights or claims for debts due and owing by virtue of the furnishing of any material or supplies of any lien thereon.

Sworn to and subscribed before me this 19th day of February, 2020.

[Signature]
Signature

Derek A Ross
Printed Name

Director of Construction
Title

2/19/2020
Date

Lynna A. Nelson
Notary Public

2/19/20
Date



SEAL:

My Commission Expires:
7/25/22



CITY of HICKORY
Invitation to Bid and Contract

Project Title:

Bid Number: 20-023

Ridgeview Subdivision-Halifax House

NUMBER: 20-023

ASBESTOS FREE WARRANTY

The undersigned Contractor hereby warrants that no asbestos-containing materials of any kind will be used in the above mentioned Project.

Sworn to and subscribed before me this 19 day of February, 20 20.

[Signature]
Signature

*State of North Carolina
County of Catawba*

Derek A Ross
Printed Name

Director of Construction
Title

2/19/2020
Date



[Signature]
Notary Public

SEAL:

2/19/20
Date

my commission expires: 1/25/22



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

Project Title:

Bid Number: 20-023

Ridgeview Subdivision-Halifax House

NUMBER: 20-023

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

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

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

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

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

Therefore, all employers must be in compliance with the E-Verify requirements to enter into contracts with the City of Hickory. Employer affirms that if the answer to question B below is "yes" then after hiring an employee to work in the United States it shall verify the work authorization of said employee through E-Verify in accordance with North Carolina General Statute §64-26(a).

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

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

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

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

Habitat for Humanity Catawba Valley, Inc. [Signature] E.D. 2-20-20
Company Name Signature and Title Date

OR:

B) Employer with 25 or more employees required by NCS.L.213-418 to use E-verify:

Yes, we comply: _____

Company Name Signature and Title Date



CITY of HICKORY
Invitation to Bid and Contract

Project Title:

Bid Number: 20-023

Ridgeview Subdivision-Halifax House

NUMBER: 20-023

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February 2010
 Ms. Karen Dickerson
 Community Development Manager
 City of Hickory
 PO Box 398
 Hickory, NC 28603

Dear Karen,

Habitat for Humanity of Catawba Valley respectfully submits a bid to construct the Halifax House in the Ridgeview Subdivision. All documentation is included with this letter.

Our bid is based on the plans as specified by the City of Hickory. Based on our experience building the Tightlines House plans and availability of volunteer labor, we know that we can improve the quality of the house, while reducing cost if we build this home like the homes in Northstone. For example:

- Switching from floor trusses to stick built will reduce cost by \$2,000 (approx.) and provide a better product.
- Floor trusses add 18" to height of house and therefore increases exterior siding and lumber expenses by \$500 (approx.).
- By requiring carpet and sheet vinyl this bid is \$2,300 (approx.) higher than it would be if Habitat substituted LVP flooring and used volunteer labor to install. Also, Habitat advocates and builds for improved in-door air quality. Carpeting diminishes in-door air quality with initial off-gases and over time with accumulated dirt and dust.
- If allowed to substitute single hung windows instead of double hung there would be a cost savings of \$50/window (approx.)

With these savings Habitat proposes the following changes improving the long-term quality of the house by reducing maintenance, increased energy efficiency and in-door air quality:

- Substitute LP Smart siding for the specified vinyl siding. LP siding is more durable and lasts longer. With the "board and batten" design specified in the plan's vinyl siding will be more difficult to install.
- Build a sealed crawl space for improved in-door air quality.
- Build home to energy star specifications for long-term energy efficiency and affordability.
- Install vinyl porch railings instead of treated lumber for reduced maintenance, reduced maintenance and better curb appeal.

These are a few suggested changes that Habitat would recommend, given our 35 years' experience and our 5-year, 21 home working relationship with Tightlines, to maintain affordability and improve livability for the homeowner.

We look forward to working with the City of Hickory in this new endeavor to create affordable housing.

Best regards,

Habitat for Humanity of Catawba Valley, Inc.
 PO Box 9475 - 772 4th Street, SW
 Hickory, North Carolina 28603
 (828) 328-4663
 Fax: (828) 328-9263
www.habitatcatawbavalley.org

4
COUNCIL AGENDA MEMOS

Exhibit VIII.K.

To: City Manager's Office
From: Karen Dickerson, Community Development Manager
Contact Person: Karen Dickerson, Community Development Manager
Date: February 28, 2020
Re: Construction Contract for Norwood Home at 932 3rd St Place SW

REQUEST: Recommendation to enter into an agreement with J and H Development to construct one (1) affordable home called the Norwood at 932 3rd St Pl SW on City owned property using HOME Funds from the Western Piedmont Council of Governments Unifour Consortium.

BACKGROUND: The mission of the City of Hickory's Community Development Division is to preserve the existing housing base, enhance ownership opportunities for all of its citizens to obtain decent housing, and provide a quality environment conducive to the safe and healthy growth of its citizenry. With these goals in mind, the City of Hickory wishes to enter into an agreement with J and H Development to construct one (1) affordable home at 932 3rd St Pl SW on City owned property using HOME Funds from the Western Piedmont Council of Governments Unifour Consortium.

ANALYSIS: Recently, the Western Piedmont Council of Governments awarded the City funding for the construction of two affordable homes at the current addresses of 914 and 932 3rd St Place SW. These homes will be made available to households earning less than 80 percent of the area median income. In an effort to make these houses affordable, the city will connect future homeowners to sources of funding such as the Down Payment Assistance Program through the Western Piedmont Council of Governments and funding from the North Carolina Housing Finance Agency. Staff advertised for competitive bids on the construction of these two homes, using the City's website and also contacting four other prospective reputable contractors. At the February 21st bid opening, three (3) bids were received for the Norwood home at 932 3rd St Place SW. The low bidder for the Norwood home was J and H Development with a bid of \$159,450.00.

RECOMMENDATION: The Community Development Manager recommends approval to enter into a contractual agreement with J and H Development to construct one (1) Norwood home on city owned property at 932 3rd St Place SW in the amount of \$159,450.00.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

500-3000-558-57.07

Reviewed by:

Dave Leonetti *(DLG)*

Initiating Department Head

[Signature]

Asst. City Manager, R. Miller

[Signature]

Finance Officer, Melissa Miller

2/27/2020

Date

3/6/20

Date

3/9/20

Date

Deputy City Attorney, A. Dula

[Signature]

Asst. City Manager, R. Beasley

[Signature]

Purchasing Manager, Shana Guy

Date

3/6/20

Date

3/9/20

Date

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

[Signature]
City Manager, W. Wood

3-11-20
Date



CITY of HICKORY Invitation to Bid and Contract

Project Title:

Bid Number: 20-024

Ridgeview Subdivision-Norwood House

NUMBER: 20-024

SUBMIT SEALED or ELECTRONIC BIDS TO:

Karen Dickerson, Community Development Manager
PO Box 398
76 N Center Street
Hickory NC 28603
kdickerson@hickorync.gov
828.261.2292

DIRECT INQUIRIES TO:

Karen Dickerson.
Community Development Manager
Phone: (828) 323-7414
kdickerson@hickorync.gov

Date bid advertised:
January 31, 2020

No Bids Received After:
2:00 pm

February 21, 2020

<u>Vendor Name:</u> J & H Development, LLC		<u>Point of Contact:</u> Hal Huffman, III	
<u>Mailing Address:</u> 804 4th Ave Dr. NW			
<u>City:</u> Hickory	<u>State:</u> NC	<u>Zip:</u> 28601	
<u>Area Code and Phone Number:</u> 828-302-3464		<u>Email Address:</u> jandhdevelopment@gmail.com	
<u>Federal Employer Identification Number or Social Security Number:</u> 46-4854293			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

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

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

FIRM: J & H Development, LLC

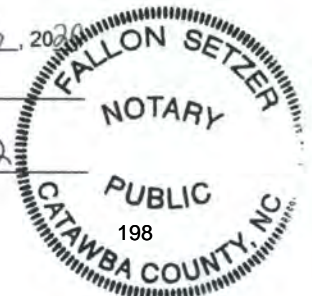
[Signature]
SIGNATURE OF AUTHORIZED AGENT
Hal Huffman III Owner
PRINT/TYPE NAME/TITLE

ADDRESS: 804 4th Ave Dr NW, Hickory, NC 28601
(City, State, Zip)

PHONE: 828-302-3464

Subscribed & sworn before me this 21st day of Feb, 2020
[Signature]
Notary Public

My Commission Expires: Sep 7th 2022



Project Title:

Bid Number: 20-024

Ridgeview Subdivision-Norwood House

NUMBER: 20-024

IMPORTANT INFORMATION AND INSTRUCTIONS

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

- a. Invitation and Bidder Information
- b. Important information and Instructions
- c. General Conditions
- d. Special Conditions and Federal Awards Contract Provisions (includes UG)
- e. Description of Work to be performed (Exhibit A)
- f. Contractors Handbook and Work Specifications (Exhibit B separate document)
- g. Bid Form, Bonding Requirements and Waivers
- h. HUD 4010 Labor Standards Provisions (separate document)

1. SUBMIT ALL PAGES

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

2. SUBMITTAL:

- a. MAIL: On the outside envelope write:
 1. The name of the General Contractor
 2. The Project Title and Project Number
- b. ELECTRONIC:
Upload the completed bid package on the City's Purchasing webpage
<https://www.hickorync.gov/content/purchasing>

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

4. LIQUIDATED DAMAGES

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

5. Pre- Bid Meeting

An optional Pre-Bid meeting will be held on Tuesday February 11 at 2pm in the Office of Business Development at Hickory City Hall.

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

Project Title:

Bid Number: 20-024

Ridgeview Subdivision-Norwood House

NUMBER: 20-024

**Construction of Affordable Home in Ridgeview Subdivision
Sponsored by the City of Hickory**

The City of Hickory requests bids from licensed contractors to build a home at 932 3rd Street Place SW .

Project Description and Requested Services

The City of Hickory has received HOME Funds from the Western Piedmont Council of Governments to build one affordable home at 932 3rd Street Place SW .

This city project will enhance ownership opportunities for all of its citizens to obtain decent housing, and provide a quality environment conducive to the safe and healthy growth of its citizenry within the Ridgeview community. By building two houses with affordability mandated by deed restrictions, this project will assist with neighborhood revitalization and stabilization of the Ridgeview area without gentrification.

The grant funds will address Phase I of the project which includes the construction of one affordable houses at 932 3rd St Place SW, with the home that additional homes can be built (Phase II) with future funding from the Western Piedmont Council of Governments.

All work must be performed according to housing improvement grant programs as defined at 24CFR85.36 of the Department of Housing and Urban Development code, **using the following methods and materials as outlined herein**. All work must be undertaken according to the grant terms and conditions, which will be incorporated into the contract for work by reference. If there is any discrepancy between statements the Invitation to Bid and Exhibit B, the most restrictive provision will apply.

Work Description

Copies of plans are attached to this proposal. **The contractor will be responsible for obtaining all necessary permits**. The work included in this phase of the development will include the following construction specifications attached as part of Exhibit B the Contractors Handbook.

Project Schedule

All work undertaken as part of this grant must be completed no later than October 31, 2020. Assuming bids are opened on February 21, 2020, it is anticipated that Notice to Proceed will be issued no later than March 31, 2020. The work should begin no more than 30 days after Notice to Proceed. The project will be awarded with a 180-day time frame for completion barring any inclement weather.

Project Requirements

CITY of HICKORY
Invitation to Bid and Contract

Project Title:

Bid Number: 20-024

Ridgeview Subdivision-Norwood House

NUMBER: 20-024

- All work must be completed according to the HOME Program Standards for Construction.
- This project involves federal funds. Therefore, all construction assurances for federal construction programs must be met. A copy of the document is attached.
- Contractor shall have current licensure in North Carolina for the trades involved in this project.
- The City of Hickory General Conditions for Bidding Requirements shall be met. These requirements are attached to this document are included within this invitation to bid and contract.
- Performance Bonds and Payment Bonds in the amount of 100% of the contract amount are required by the city.

Submission of Bids

Contractors interested in the project are invited to submit a bid that addresses the criteria listed above and in Exhibit B and includes the following:

- A list of the type of services for the person/firm is qualified;
- Names of principals, key persons, or associates who would be involved in the project;
- A list of similar projects completed by the person/firm within the last three years, giving names, addresses and phone numbers of clients.
- Bids must contain a line item project budget addressing each item described in the project summary.

A visit to the project site before submission is required to verify conditions and to ensure familiarity with its site.

Selection and Qualifications

Bids will be evaluated in part on the basis of the following criteria:

- The overall price of the bid
- The person/firm must have satisfactorily assessed and constructed other homes
- The person/firm must have adequate experience and/or staff to perform the work required
- The person/firm must have the ability to meet the project schedule established for the work
- The person/firm must meet the insurance requirements contained in the attached general conditions for bidding.

Project Title:

Bid Number: 20-024

Ridgeview Subdivision-Norwood House

NUMBER: 20-024

GENERAL CONDITIONS

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

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.) The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those that do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the Purchasing Agent for the City of Hickory and may be examined during normal business hours.

1. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED.** Do not use white out, correction tape or other method of masking a correction.

2. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID," and explain the reason in the space provided thereon. Failure to respond three (3) times in succession may be cause for removal of the supplier's name from the bid mailing list, without further notice. NOTE: To qualify as having responded, bidder/vendor must submit either a bid or a written "NO BID," and it must be received no later than the stated bid opening date and hour.

3. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/vendor is responsible for making this known in writing so as to reach the Purchasing Agent no later than seven (7) calendar days prior to the bid opening date. The envelope shall be marked in such a way so as to alert the Purchasing Agent of the urgency of the communication. The envelope must be marked indicating that the content is a challenge to a specified Invitation to Bid. For all challenges considered valid by the Purchasing Agent, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/objections not considered valid will be so stated to the objecting party.

4. **BID OPENING:** Bid opening occurs at the time specified on the bid form. It is the Bidder/Vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile, electronic mail or telephone are not acceptable. NOTE: Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations WILL NOT be provided by telephone or facsimile. Bid tabulations will be provided by mail at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the North Carolina Open Records Act.

CITY of HICKORY
Invitation to Bid and Contract

Project Title:

Bid Number: 20-024

Ridgeview Subdivision-Norwood House

NUMBER: 20-024

5. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.

6. **AWARDS:**

- a. As the best interest of the City may require, the right is reserved to:
 - 1. Award by individual item or project, group of items or projects, all or none, or a combination thereof.
 - 2. Award based upon a geographical district basis with one or more vendors.
 - 3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
- b. Bidders/Vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by the City and appropriate documents executed. The City of Hickory reserves the right to add or delete any item from this contract when deemed to be in the best interests of the City.

7. **ACCEPTANCE OF CONTRACT:** This document constitutes only the Bidder/Vendor's offer until it is accepted on behalf of the City of Hickory and is executed by the Mayor or Manager and City Clerk on behalf of the City of Hickory.

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

9. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the Bidder/Vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of any deviation from the specification may cause the bid to be rejected at the discretion of the City.

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

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

12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are

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

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

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

15. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories or by the City. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with North Carolina Statutes. Items delivered not conforming to specifications will be rejected and returned to the Bidder/Vendor at the Bidder/Vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the City of Hickory Purchasing Bidder/Vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.

16. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

17. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. "Destination" shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the Bidder/Vendor until accepted by the ordering agency. The Bidder/Vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering department will:

- a. Record any evidence of visible damage on all copies of the delivering carrier's bill of lading.
- b. Report damage (whether visible or concealed) to the carrier and Bidder/Vendor, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.

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- c. Retain the item and its shipping container, including inner packaging material, until inspection is performed by the carrier, and disposition given by the Bidder/Vendor, or for a reasonable time after notification to the Bidder/Vendor.
 - d. Provide the Bidder/Vendor with a copy of the carrier's bill of lading and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all work performed pursuant to this Agreement shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
19. **SERVICE AND WARRANTY:** Unless otherwise specified, the Bidder/Vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance of this contract by the City, Bidder/Vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be of good material and workmanship and free from defects.
20. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting Bidder/Vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, Bidder/Vendor upon notice thereof from the City shall promptly correct or replace the same at Bidder/Vendor's expense. If Bidder/Vendor shall fail to do so, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the Bidder/Vendor, all such goods will be held at Bidder/Vendor's risk. The City may, and at the Bidder/Vendor's direction shall, return such goods to Bidder/Vendor at Bidder/Vendor's risk, and all transportation charges, both to and from original destination, shall be paid by Bidder/Vendor. Any payment for such goods shall be refunded by Bidder/Vendor unless Bidder/Vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all municipal departments, boards, commissions, agencies and institutions.
22. **LIABILITY:** The Bidder/Vendor shall hold and save the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the Bidder/Vendor's breach of this contract or the Bidder/Vendor's negligence.
23. **INDEPENDENT CONTRACTOR:** The parties agree that Bidder/Vendor and each subcontractor is acting in the capacity of an independent contractor with respect to the City of Hickory, and shall not at any time be or represent itself as an agent or employee of the City of Hickory.
24. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be F.O.B. Hickory, North Carolina at the indicated department's address and include

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packing, handling and shipping charges fully prepaid by the Vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.

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

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

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

28. **PAYMENT:**

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

b. **REQUIREMENTS ONLY PURCHASES:** The proposed contract shall be for the quantities actually ordered during the life of the contract only. **UNLESS OTHERWISE SPECIFIED, ALL CONTRACTS ARE REQUIREMENTS-TYPE CONTRACTS,** meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown.

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- c. **DISCOUNTS:** Bidders/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidders/Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
- d. **UNIFORM COMMERCIAL CODE:** All provisions of the Uniform Commercial Code shall be adhered to.
29. **EXTENSION:** At the end of the contract period, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the City and the Bidder/Vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.
30. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Hickory Charter and City Code. All Bidders/Vendors must disclose with the bid, the name of any officer, director or agent who is also an employee of the City of Hickory or any of its agencies or subdivisions. Further, all Bidders/Vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder/Vendor's firm or any of its branches.
31. **PATENTS AND ROYALTIES:** The Bidder/Vendor, without exception, shall indemnify and save harmless the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the City of Hickory. If the Bidder/Vendor uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost rising from the use of such design, device or materials in any way involved in the work.
32. **RELEASE OF PATENTS AND COPYRIGHTS:** The Contractor will relinquish ownership and exclusive rights to the Department of Housing and Urban Development and the City of Hickory for any patents and/or copyrights for any process, discovery or invention which arise or is developed in the course of or under this contract.
33. **FACILITIES AND EQUIPMENT:** The City reserves the right to inspect the Bidder/Vendor's facilities or equipment at any time with reasonable prior notice.
34. **BANKRUPTCY:** If the Bidder/Vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the Bidder/Vendor, or if a receiver is appointed for the Bidder/Vendor, the City shall have the right to terminate this contract upon written notice to the Bidder/Vendor without prejudice to any claim for damages or any other right of the City under this contract to the time of such termination.

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

36. **ACCESS TO RECORDS:** The Bidder/vendor agrees to provide upon request audit materials to an auditor designated by the City.

37. **RETENTION OF RECORDS:** The Bidder/vendor will retain all records pertaining to this contract for a period of three (3) years after final payment and all other pending matters are closed.

38. **INSURANCE:** If insurance is required in the specifications to this Agreement, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City showing the City as an additional insured thereunder without cost to the City of Hickory prior to the awarding of the contract. This shall be accomplished by including a Certificate of Insurance with the bid package with the Certificate Holder being:
City of Hickory, P. O. Box 398, Hickory, NC 28603.

a. **General Liability:** The Bidder/Vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by state law. In addition, the Bidder/Vendor shall have, during the term of the Contract, insurance in the minimum amount of Twenty-Five Thousand Dollars (\$25,000.00) property damages, arising from a single occurrence, One Million Dollars (\$1,000,000.00) for personal injuries arising from a single occurrence, One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single occurrence or accident, and Three Million (\$3,000,000.00) general aggregate. The insurance companies providing coverage must be an acceptable financial rating as determined by the city. This policy or policies shall hold harmless and indemnify the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the Bidder/Vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City. The certificate shall provide a 30 day notice of cancellation or material change of coverage to the certificate holders. Policy holder must also list the City of Hickory as additional insured.

b. **Automobile Liability:** The Bidder/Vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in Subparagraph a. of this section. In addition, the Bidder/Vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the Bidder/Vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the Bidder/Vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.

c. **Worker's Compensation:** If the Contractor has (3) or more employees, including the owner, the certificate must also include employer's liability insurance (workers compensation) in accordance with statutory requirements with limits of not less than \$100,000 for each accident. The Bidder/Vendor shall procure and maintain in full force and effect for the period of the Contract, full

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workers' compensation insurance in accordance with the laws of the State of North Carolina to protect it and the City against liability under the workers' compensations and disease statutes of the State of North Carolina. A current certificate showing that the Bidder/Vendor has in force and effect the aforesaid insurance of a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City. The certificate shall provide a 30 day notice of cancellation or material change of coverage to the certificate holders. Policy holder must also list the City of Hickory as additional insured.

- d. **Builder's Risk Insurance:** The Contractor shall carry a builder's risk policy for each rehabilitation or new construction contract with coverage at least equal to the contract value to protect the Owner and the City against damage to materials on site or completed work damaged by natural disaster or third-party negligence, vandalism, etc. The builder's risk policy shall list the City as an additional insured party.

39. **BONDS:** Bidder's Bonds and Performance bonds, if required, are set forth in the specifications attached hereto. If Bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:

- a. **Bidder's Bonds:** If required as a part of the specifications of this contract, bids filed with the Purchasing Agent must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount stated made payable to the City of Hickory. This amount will be retained by the City as damages in the event the successful Bidder/Vendor fails to comply with the terms of this Agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All deposits and bonds will be returned to the unsuccessful Bidders/Vendors within a reasonable time after the contract has been awarded, and to the successful Bidder/Vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.

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

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

40. **TIME OF ESSENCE:** Unless otherwise stated, time shall be considered of the essence to this Agreement. Bidder/Vendor specifically agrees that it shall be liable for failure to deliver or delay

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in delivery occasioned by and including, without limitations, strikes, lock-outs, inability of obtaining material or shipping space, breakdowns, delays of carriers or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivisions thereof, unless governmental acts and regulations affecting delivery could not be found, recognized or discovered by due diligence on the part of the Bidder/Vendor prior to submission of the bid and the City Council's acceptance.

41. LIQUIDATED DAMAGES. If the Contractor shall neglect, fail, or refuse to complete the work within the time herein specified under Project Schedule, then the Contractor does hereby agree, as a part of the consideration for the awarding of the contract to pay the City the sum of \$100.00 per day, not as a penalty, but as compensation to the City for delays, damages, and additional expenses for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work. The said amount is fixed and agreed upon by and between the Contractor and the City because of the impracticability and extreme difficulty of fixing ascertaining the actual damages the City would in such event sustain.

It is further agreed that time is of the essence to each and every portion of this contract and to the specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where, under the contract, any additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be the essence of this contract.

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

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

43. DISTRIBUTION OF CONTRACT: One (1) copy of the contract or award letter shall be furnished to each successful Bidder/Vendor as a result of this bid. It shall be the Bidder/Vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this

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bid that will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the Bidder/Vendor.

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

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

- a. **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, which he has employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week.
- b. **Violation/Liability for Unpaid Wages Liquidated Damages.** In the event of any violation of the clause set forth in Paragraph (1) of this section, the contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States or other appropriate governing or regulatory body for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in Paragraph (1), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in Paragraph (1).
- c. **Withholding for Liquidated Damages.** The Owner shall withhold or cause to be withheld, from any monies payment on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided in the clause set forth in Paragraph (2) of this Section.
- d. **Subcontracts.** The contractor shall insert in any subcontracts the clauses set forth in Paragraphs (1), (2) and (3) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts, which may be entered into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

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e. **Questions Concerning Certain Federal Statutes and Regulations.** All questions arising under this contract which related to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said acts, or (d) the labor standards provisions of any other pertinent federal statute shall be referred through the Owner and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this contract.

46. **APPLICABILITY OF FEDERAL REGULATIONS TO FEDERALLY FUNDED PROJECTS:** If it is indicated in the specifications to this Agreement that federal funding is used in the completion of this project, the following provisions shall apply in compliance with the regulations of the United States Department of Housing and Urban Development.

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them for complying with the Part 135 Regulations.
- c. The contractor agrees to send each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization of workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- d. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

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- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD-assisted contracts.
47. **REPORTING REQUIREMENTS:** The Contractor will provide such reports as required for submission to the Department of Housing and Urban Development pertaining to racial, gender, age and ethnic status of its employees for carrying out the work under this contract.
48. **ADVERTISING:** In submitting a proposal, Bidder/Vendor agrees not to use the results therefrom as a part of any commercial advertising.
49. **TERMINATION FOR CONVENIENCE OF THE CITY:**
- a. The performance of work and/or delivery of ordered materials, supplies, equipment and/or services under this contract may be terminated by the City, in whole or in part, whenever it is determined to be in the best interest of the City.
- b. Any such termination shall be affected by the delivery to the Bidder/Vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment and/or services are terminated, and the date upon which such termination becomes effective.
- c. After receipt of a notice of termination, the Bidder/Vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the Notice of Termination.
50. **VENUE:** This contract shall be governed by the laws of the State of North Carolina.
51. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. This Agreement may not be modified except in writing signed by both parties.
52. **DELIVERY OF NOTICES:** Any notices required or permitted by this Agreement will be considered sufficient if hand delivered or sent by certified mail to the party entitled to receive the notice at the address of that party set forth above. If a notice is sent by certified mail, it shall be deemed to have been given on the second business day after it is deposited in the United States mail, whether actually received by the addressee on that date or not.
53. **DOCUMENTS CONTAINING AGREEMENT:** This Agreement, in addition to this document, consists of:
- a. Invitation and Bidder Information
 - b. Important information and Instructions
 - c. General Conditions
 - d. Special Conditions and Federal Awards Contract Provisions (includes UG)
 - e. Description of Work to be performed (Exhibit A)
 - f. Contractors Handbook and Work Specifications (Exhibit B)

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- g. Bid Form, Bonding Requirements and Waivers
- h. HUD 4010 Labor Standards Provisions

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

55. **PARTIAL PAYMENTS:** Partial payments will be made based upon the schedule of four payments outlined in the Contractor's Handbook (Exhibit B) as the work progresses. From the total of the amount determined to be payable on a partial payment, 5% of such total will be deducted and retained by the OWNER until the final payment is made. The balance 95% of the amount payable, less all previous payments, shall be certified for payment.

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

No partial payment shall bind the OWNER to the acceptance of any materials or work in place as to quality or quantity.

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Project Title:

Bid Number: 20-024

Ridgeview Subdivision-Norwood House

NUMBER: 20-024

SPECIAL CONDITIONS

1. **Federal funds will be used** on this project and all applicable provisions of the Davis-Bacon Act are included in this contract. Contractor personnel will be interviewed to ascertain compliance with prevailing wage requirements shown in the 2018 NC Highway Wage Decision. A copy of the Davis Bacon Act poster shall be displayed on the site during execution of the contract. Contractor shall provide certified payrolls for all personnel including subcontractors working on the project.
2. **COMPLIANCE WITH LAWS:** The bidder, at his own expense, shall obtain and maintain all licenses, permits, liability insurance, workers' compensation insurance and shall comply with any and all other standards or regulations required by federal, state, and local statute, ordinance, executive order and rules during the performance of any contract between the bidder and the City. Any such requirement specifically set forth in any contract document between the bidder and the City shall be supplementary to this section and not in substitution thereof.
3. **SPECIFICATIONS:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the City. All construction and materials shall conform to the City of Hickory's Manual of Practice which includes the standard specifications and details.
4. **GUARANTEE:** Unless otherwise specified by the City, the bidder shall unconditionally guarantee the materials and workmanship on all material, construction, and/or services to be free from defect at the time of delivery and acceptance (to be determined by usage) by the City. If any defects are present which are due to faulty material, workmanship, and/or services, the bidder at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the City. These repairs or replacements or adjustments shall be made only at such time as will be designated by the City as least detrimental to the operation of the City. Standard manufacturer's warranties and other warranties normally offered by the bidder shall be in effect for all deliveries and shall be in addition to specific warranties or guarantees contained in this Bid. Statement of terms of standard warranty should be included with the bid.
5. **LICENSE:** All bidders must have proper license governing services provided.
6. **E-VERIFY COMPLIANCE:** Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the North Carolina General Statutes must comply with North Carolina Session Law 2013-418's E-Verify requirements to contract with local governments. E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. A completed E-Verify compliance statement is required to enter any contract with the City of Hickory.
7. **MINORITY BUSINESS PARTICIPATION:** If the contract is for more than \$300,000, the contractor shall provide documentation of efforts to ensure minority and disadvantaged business participation as outlined in the project manual.



Exhibit VIII.K.
CITY of HICKORY
Invitation to Bid and Contract

Project Title:

Bid Number: 20-024

Ridgeview Subdivision-Norwood House

NUMBER: 20-024

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Project Title:

Bid Number: 20-024

Ridgeview Subdivision-Norwood House

NUMBER: 20-024

UNIFORM GUIDANCE CONTRACT PROVISIONS UNDER FEDERAL AWARDS

EQUAL EMPLOYMENT OPPORTUNITY (under 41 C.F.R. Part 60)

During the performance of this contract, the contractor agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency 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 a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Project Title:

Bid Number: 20-024

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2. DAVIS BACON ACT

- a) All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)).
- b) In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

3. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

- a) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract. The act provides that each contractor or subrecipient must be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- b) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (All contracts in excess of \$100,000 that involve the employment of mechanics or laborers)

- a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which

Project Title:

Bid Number: 20-024

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is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

- d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section."

5. RIGHTS TO INVENTION MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. CLEAN AIR ACT

(Contracts of amounts in excess of \$150,000)

- a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.
- c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Awarding Agency.

7. FEDERAL WATER POLLUTION CONTROL ACT

- a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.
- c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Awarding Agency."

8. ENERGY EFFICIENCY

The contractor must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issues in compliance with the Energy Policy and Conservation Act.

Project Title:

Bid Number: 20-024

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9. SUSPENSION AND DEBARMENT

- a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

11. PROCUREMENT OF RECOVERED MATERIALS

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, available at EPA’s Comprehensive Procurement Guidelines web site
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.>”

Project Title:

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- 11. ACCESS TO RECORDS. THE FOLLOWING ACCESS TO RECORDS REQUIREMENTS APPLY TO THIS CONTRACT:**
- a) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the Federal Awarding Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c) The contractor agrees to provide the Federal Awarding Agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- 12. DHS SEAL, LOGO, AND FLAGS**
The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal Awarding Agency pre-approval.
- 13. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS** This is an acknowledgement that Federal Awarding Agency financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.
- 14. NO OBLIGATION BY FEDERAL GOVERNMENT**
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- 15. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS**
The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

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Project Title:

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Ridgeview Subdivision-Norwood House

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EXHIBIT "A"

**DESCRIPTION OF WORK TO BE PERFORMED
FOR THE CITY OF HICKORY
Bid No. 20-024**

Contract of this project is for construction of one (1) affordable house at 932 3rd Street Place SW in Hickory. The project includes but is not limited to grading, laying out the house, digging the footings and piers, pouring concrete, laying masonry, drying in the house, wood framing of floors, walls roof doors and windows, all mechanical, electrical and plumbing work, all exterior siding and porches, insulation, drywall and ceiling. Work should also include driveway, landscaping and all other aspects of building a complete home. All work shall be according to the specifications. See attached Section Contractor's Handbook and Bid Item Description. The cost of any additional materials, labor, and equipment required to make a complete project shall be distributed among the various pay items. No additional payments will be made for work required for a complete project not shown on the project drawings.

GENERAL REQUIREMENTS

All portions of the work involved in the bid shall be performed to current city, county, state and Federal standard specifications.

General Contractor's Responsibilities:

1. Visit the project site prior to submitting his bid and becoming familiar with site constraints, , above and below grade, and project scope.
2. Provide an expected date of completion for the project.
3. Coordinate all work with other Contractors and Rehab Specialist and Community Development Manager.
4. Provide all work in accordance with the plans and specifications.
5. Remove all debris generated and clean up of site. Remove safety fences, barricades and all other temporary safety measures installed by General Contractor.
6. Update record drawings as work progresses.
7. Any and all surveying and measurement sites needed for the construction of the project.

**Special Notes – This home will be built using the foundation and crawlspace option.
Concrete Driveway will be 12 feet in width and no more than 69 feet in length.

The City of Hickory's Responsibilities:

1. Hold a pre-construction conference with all Contractors and City's Rehab Specialist and Community Development Manager.
2. Promptly respond to Contractor's questions and concerns.
- 3.
4. Update record drawings as work progresses.

The City reserves the right to reject any and all Bids; and reject any Bid Items that best meets the needs of the City.

All Contractors' invoices shall be submitted to the City's Community Development Manager for approval on standard AIA payment request forms.



Project Title:

Bid Number: 20-024

Ridgeview Subdivision-Norwood House

NUMBER: 20-024

SPECIAL INSTRUCTIONS!

All pages of this document will be used as the contract. Bidders shall submit ALL pages of this document.

Bidder shall write on the outside envelope:

- THE NAME OF THE GENERAL CONTRACTOR
- THE NAME OF THE PROJECT –**Ridgeview Subdivision – Norwood House**
- BID NUMBER(S) OF PROJECT(S) – **20-024**
- DATE AND LOCATION OF BID OPENING

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

The City reserves the right to reject any and all Bids; and reject any Bid Items that best meets the needs of the City.

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

Do not include Federal tax or NC State and local sales or use taxes in your bid. The City of Hickory is exempt from federal tax. Contractor(s) shall submit a certified Sales Tax Report (attached) for reimbursement of sales taxes by Owner.

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

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Exhibit VIII.K.
CITY of HICKORY
Invitation to Bid and Contract

Project Title:

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Ridgeview Subdivision-Norwood House

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SEE EXHIBIT B CONTRACTOR HANDBOOK FOR CONSTRUCTION STANDARDS



Project Title:

Bid Number: 20-024

Ridgeview Subdivision-Norwood House

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

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

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

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

The Contractor agrees to complete all portions of the work described within 180 days of issuance of Notice to Proceed. By submitting this bid, Contractor agrees to coordinate his schedule with that of the City of Hickory forces working on this project to the fullest extent possible.

The City of Hickory reserves the right to deduct items above as deemed in the best interest of the City.

BONDING

- A. **PERFORMANCE BOND:** Required in the full amount of the stated Bid amount.
- B. **PAYMENT BOND:** Required in the full amount of the stated Bid amount.

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Project Title:

Bid Number: 20-024

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

Do not include Federal tax or NC State and local sales or use taxes in your bid. The City of Hickory is exempt from federal tax. Contractor(s) shall submit a certified Sales Tax Report (attached) for reimbursement of sales taxes by Owner.

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

The below bid amount includes all specifications and addendums.

Acknowledge of Addendum # <u>1</u>	Date <u>02/20/20</u>
Acknowledge of Addendum # _____	Date _____
Acknowledge of Addendum # _____	Date _____

Total Lump Sum Project Bid: \$ 159,450.00

Total Bid Alternate # 1: _____

Total Bid Alternate # 2: _____

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Project Title:

Bid Number: 20-024

Ridgeview Subdivision-Norwood House

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Please type in the form if possible. If additional space is needed copy this form.

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

_____ day of _____, 20__.

CITY OF HICKORY,
A North Carolina Municipal Corporation


(SEAL)

Warren M. Wood, City Manager

Attest:

Debbie D. Miller, City Clerk

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



Melissa Miller, Finance Officer

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

Arnita M. Dula, Deputy City Attorney

Project Title:

Bid Number: 20-024

Ridgeview Subdivision-Norwood House

NUMBER: 20-024

AFFIDAVIT OF PRIME CONTRACTOR

(STATUS OF SUBCONTRACTORS AND MATERIAL SUPPLIERS)

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

Sworn to and subscribed before me this 21st day of February, 2020.



Signature

Hal Huffman, III

Printed Name

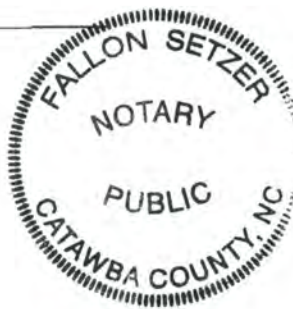
Owner

Title

02/21/2020

Date

Fallon Setzer
2/21/2020





CITY of HICKORY
Invitation to Bid and Contract

Project Title:

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RELEASE AND WAIVER OF CLAIMS AND CONSENT OF SURETY

PRIME CONTRACTOR

On Feb 21st, 2020 there personally appeared before me the undersigned authority in and for said County Catawba (County) and State of NC (State) by the name of Hal Huffman, III (Name), who is the Owner (Title), for J & H Development, LLC (Company).

Who being duly sworn by me, states that all payrolls, material bills, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance and other liabilities have been paid in full, incurred for use in the performance the above mentioned Project and waives any claims and releases the City of Hickory from any rights or claims for debts due and owing by virtue of the furnishing of any material or supplies of any lien thereon.

Sworn to and subscribed before me this 21st day of Feb, 2020.

[Signature]
Signature

Hal Huffman, III
Printed Name

Owner
Title

02/21/20
Date

[Signature]
Notary Public

2/21/2020
Date



Project Title:

Bid Number: 20-024

Ridgeview Subdivision-Norwood House

NUMBER: 20-024

ASBESTOS FREE WARRANTY

The undersigned Contractor hereby warrants that no asbestos-containing materials of any kind will be used in the above mentioned Project.

Sworn to and subscribed before me this 21st day of Feb, 20 20.



Signature

Hal Huffman, III

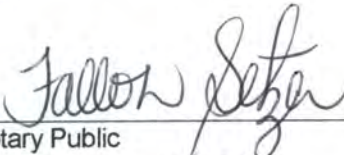
Printed Name

Owner

Title

2/21/20

Date



Notary Public

2-21-2020

Date





Project Title:

Bid Number: 20-024

Ridgeview Subdivision-Norwood House

NUMBER: 20-024

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

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

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

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

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

Therefore, all employers must be in compliance with the E-Verify requirements to enter into contracts with the City of Hickory. Employer affirms that if the answer to question B below is "yes" then after hiring an employee to work in the United States it shall verify the work authorization of said employee through E-Verify in accordance with North Carolina General Statute §64-26(a).

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

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

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

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

J & H Development [Signature], Owner 02/21/2020
Company Name Signature and Title Date

OR:

B) Employer with 25 or more employees required by NCS.L.213-418 to use E-verify:

Yes, we comply: _____

Company Name Signature and Title Date



Exhibit VIII.K.
CITY of HICKORY
Invitation to Bid and Contract

Project Title:

Bid Number: 20-024

Ridgeview Subdivision-Norwood House

NUMBER: 20-024

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8

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: John Marshall, Transportation Planning Manager

Contact Person: John Marshall, Transportation Planning Manager

Date: March 5, 2020

Re: North Carolina Department of Transportation (NCDOT) –
Appalachian Regional Commission Transportation (ARC)
Improvement Project – R-5967

REQUEST

Staff requests Council approval of an agreement with the North Carolina Department of Transportation to administer an ARC project for economic development along 9th Avenue Drive NW.

BACKGROUND

The Appalachian Regional Commission (ARC) approved a \$1,500,000 grant for Burke County, N.C., and the City of Hickory to construct access road improvements to facilitate industrial development near the airport. The ARC funds will be used to widen and improve approximately 0.89 mile of roadway on 9th Avenue Drive NW to Goat Farm Road, adjacent to the Hickory Regional Airport. In addition to ARC funds, the City of Hickory will contribute \$1,161,216 to the project for a total estimated project cost of \$2,661,216.

ANALYSIS

The Project consists of construction of access road improvements on SR 1625 (9th Avenue Drive NW) beginning near the intersection of Clement Boulevard and ending at SR 1687 (Goat Farm Road), adjacent to the Hickory Regional Airport for improved accessibility for industrial development.

Burke Development Incorporated (BDI) and the City of Hickory are working to attract other industrial users.

RECOMMENDATION

Staff recommends Council approval of an agreement with North Carolina Department of Transportation to administer an ARC project to construct road improvement along 9th Avenue Drive NW.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

John Marshall 3/5/2020
Initiating Department Head Date

Rodney Miller 3/6/20
Asst. City Manager, R. Miller Date

Melissa Miller 3/9/20
Finance Officer, Melissa Miller Date

Auntie M. Dula
Deputy City Attorney, A. Dula

3-9-20
Date

Paul Beasley
Asst. City Manager, R. Beasley

3/6/20
Date

Sharon
Purchasing Manager

3/9/20
Date

Date

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

Warren Wood
City Manager, Warren Wood

3-11-20
Date

NORTH CAROLINA

**TRANSPORTATION IMPROVEMENT PROJECT –
ECONOMIC DEVELOPMENT AGREEMENT**

BURKE COUNTY

DATE: 3/9/2020

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: R-5967

AND

WBS Elements: 49086.3.1

CITY OF HICKORY

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

WITNESSETH:

WHEREAS, the Department has plans to make certain street and highway constructions and improvements within the Municipality under Project R-5967 in Burke County; and,

WHEREAS, the Municipality has requested federal funding for the roadway improvements along 9th Avenue Drive NW (SR 1625), hereinafter referred to as the Project, in Burke County, North Carolina; and,

WHEREAS, the Appalachian Regional Commission (ARC) has made available funds for certain specified transportation activities; and,

WHEREAS, the Municipality has received funds allocated by the ARC up to and not to exceed the maximum award amount of \$1,500,000 for the Project; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the Department has agreed to deliver the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

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

SCOPE OF THE PROJECT

1. The Project consists of construction of access road improvements on SR 1625 (9th Avenue Drive NW) beginning near the intersection of Clement Boulevard and ending at SR 1687 (Goat Farm Road), adjacent to the Hickory Regional Airport for improved accessibility into the industrial park located in the City of Hickory.

PLANNING AND DESIGN

2. The Department shall prepare the environmental and/or planning document, and obtain any environmental permits needed to construct the Project, and prepare the Project plans and specifications needed to construct the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.

RIGHT OF WAY AND UTILITIES

3. The Municipality shall provide any required right of way and/or construction easements at no cost or liability whatsoever to the Department. Acquisition of right of way shall be accomplished in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual. The Municipality shall indemnify and save the Department harmless from any and all claims that might arise on account of damage to public or private property and right of way acquisition, drainage and construction easements for the construction of the project.
4. It is understood that there are no municipally-owned water and sewer lines to be adjusted or relocated at this time. If during the project it becomes necessary to adjust or relocate municipally-owned water and/or sewer lines a separate Utility Agreement will be prepared at the appropriate time.

CONSTRUCTION

5. The Department shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Department shall administer the construction contract for said Project.

MAINTENANCE

6. Upon completion of the Project:
 - A. The Department shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and departmental criteria.
 - B. The roadway improvement(s) shall be a part of the State Highway System and owned and maintained by the Department.
7. The Municipality, at no expense to the Department, shall assume all maintenance responsibilities for sidewalk/pedestrian facilities and release the Department from all liability relating to such maintenance.

FUNDING

8. The estimated cost of the project is \$2,661,216. The Department shall provide \$1,500,000 and the Municipality shall provide \$1,161,216 towards the cost of the project. The Municipality shall be responsible for all costs that exceed the total available funding of \$2,661,216.
9. Prior to the Department requesting authorization for the Construction phase, the Department shall request a check from the Municipality in the amount of \$1,161,216 to cover the Municipality's participation in the project.
10. Upon completion of the Project, the Department will calculate the actual costs of the work and will bill the Municipality for all costs that exceed the total available funding of \$2,661,216. Reimbursement to the Department shall be made in one final payment within sixty days of invoicing by the Department. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS § 147-86.23. If actual costs are less than \$2,661,216 the Department will return to the Municipality the overpayment.
11. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment herein above provided, NCGS § 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by NCGS § 136-41.1 until such time as the Department has received payment in full under the reimbursement terms set forth in this Agreement.

ADDITIONAL PROVISIONS

12. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
13. To the extent authorized by state and federal claims statutes, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions.
14. The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
15. All terms of this Agreement are subject to available departmental funding and fiscal constraints.
16. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.
17. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.
18. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
19. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED upon that the approval of the Project by the Department is subject to the conditions of this Agreement.

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

L.S. ATTEST: CITY OF HICKORY
BY: _____ BY: _____
TITLE: _____ TITLE: _____
DATE: _____ DATE: _____

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

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

(SEAL)

BY: _____
(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:
City of Hickory

DEPARTMENT OF TRANSPORTATION
BY: _____
(CHIEF ENGINEER)
DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Karen Dickerson, Community Development Manager
Contact Person: Karen Dickerson, Community Development Manager
Date: March 5, 2020
Re: Citizen's Advisory Committee Recommendation

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

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

ANALYSIS The following request was considered by the Citizens' Advisory Committee at their regular meeting on March 5, 2020:

The following applicant is being recommended for approval for assistance under the City of Hickory's 2019 Urgent Repair Program. This program provides qualified low income citizens with assistance for emergency-related repairs not to exceed \$10,000.

- Michael Hedrick, 131 39th Avenue Court NW, Hickory-up to \$10,000.00

RECOMMENDATION The Citizens' Advisory Committee recommends approval of the aforementioned request for assistance through the City of Hickory's housing assistance programs.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Dave Leonetti

Initiating Department Head

3/05/20

Date

Amelia M. Dula
Deputy City Attorney, A. Dula

3/9/20
Date

Rodney Miller
Asst. City Manager, R. Miller

3/6/20
Date

Kit Beasley
Asst. City Manager, R. Beasley

3/6/20
Date

Melissa Miller
Finance Officer, Melissa Miller

3/9/20
Date

Sharon Sy
Purchasing Manager

3/9/20
Date

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

City Manager, W. Wood

Date

COUNCIL AGENDA MEMOS

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To: City Manager's Office
From: David Leonetti, Business Services Manager
Contact Person: David Leonetti, Business Services Manager
Date: March 4, 2020
Re: Approve Request from Uni4Artists Association to Paint Mural on the Building at 30 3rd Street NW

REQUEST

Approve Request from Uni4Artists Association to Paint Mural on the Building at 30 3rd Street NW.

BACKGROUND

Staff was approached by The Uni4Artists Association in December 2019 about painting a mural (please see the attached) on the north wall of the Hickory Community Theatre building, where it will be visible from 1st Avenue NW. Staff informed representatives of the association that this is a City-owned building that has been designated as a local historic landmark. As such staff requested that that applicant receive permission from the Hickory Community Theatre as the tenant of the building. The proposal would also need to be reviewed by the Public Art Commission and the Historic Preservation Commission.

The proposed mural would be about 10 feet wide by 8 feet tall, and painted in an elevated position on the already-painted brick wall. The name of the theatre would be added where the space allows. After cleaning and refreshing the existing painted wall, the mural would be done in acrylic paint and then sealed with a water-base sealant to protect it from the weather, but allowing removal by pressure washing when/if necessary. The group hopes to paint the mural in the spring.

ANALYSIS

This proposal was reviewed and recommended for approval by the Public Art Commission at their February meeting. The Historic Preservation Commission also reviewed the application at their February meeting. They approved a Certificate of Appropriateness to permit the mural to be painted on the side wall of the historic landmark property.

Staff has informed the applicant that they will need to be responsible for maintaining the mural and removing it, if or when that becomes necessary. The applicant will also need to provide a certificate of insurance listing the City as an additional insured.

RECOMMENDATION

Staff recommends that City Council approve the mural on the north side of 30 3rd Street NW.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Dave Leonetti 3/4/2020
Initiating Department Head Date

Rodney Miller 3/6/20
Asst. City Manager Rodney Miller Date

Melissa Miller 3/9/20
Finance Officer, Melissa Miller Date

Date

A. Dula 3-9-20
Deputy City Attorney, A. Dula Date

R. Beasley 3/6/20
Asst. City Manager, R. Beasley Date

[Signature] 3/9/20
Date

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

[Signature]
City Manager, W. Wood

3.11.20
Date

Dave Leonetti

From: Bob <dennisassocs@yahoo.com>
Sent: Thursday, December 26, 2019 1:37 PM
To: Dave Leonetti
Cc: Sarah Greene; Peggy Floyd
Subject: Approval for downtown mural (submitted through Hickory Dept of Business Development)

CAUTION: This email originated from outside of the organization.

The Uni4Artists Association proposes to paint a mural (please see the attached) on the north wall of the Hickory Community Theatre, where it will be visible from First Avenue NW. We have agreement from the theatre director and the Arts Commission, and we are aware that the building is classified for historical preservation. Consequently, we contacted the Department of Business Development for advice and accordingly submit this proposal to you for consideration.

The proposed mural would be about 10 feet wide by 8 feet tall, and painted in an elevated position on the already-painted brick wall. The name of the theatre would be added where the space allows. After cleaning and refreshing the existing painted wall, the mural would be done in acrylic paint and then sealed with a water-base sealant to protect it from the weather, but allowing removal by pressure washing when/if necessary.

We will provide all materials. However, because of its height, we hope to find someone willing to donate the use of an elevated platform or bucket. Optimal timing would be when the weather is moderate, such as early Spring.

Thank you for your consideration. We hope this project will add interest to the downtown area.

Respectfully,

Bob Dennis
301-514-8382
Dennisassocs@yahoo.com
For examples of my work, see www.dennisart.net

Sent from my iPad



COUNCIL AGENDA MEMOS

Exhibit VIII.O.

To: City Manager's Office

From: Kevin B. Greer, PE, Public Services Director/City Engineer

Contact Person: Kevin B. Greer, PE, Public Services Director/City Engineer

Date: March 17, 2020

Re: Golden LEAF Foundation Grant Acknowledgement and Agreement- Project Enzyme Waterline Extension Project (FY2020-152)

REQUEST

Staff requests Council acceptance and approval of a Golden LEAF Foundation Grant Acknowledgement and Agreement for Project Enzyme Waterline Extension Project in the amount of \$240,000 to assist development of the Cataler, NA site. Staff also requests that the City Manager be delegated as the Authorized Representative for this project.

BACKGROUND

The City of Hickory identified an area in southeast Hickory that is large enough and conducive to development of a business park, convenient to major roadways and adjacent to significant Utility infrastructure. The City of Hickory, Catawba County and Economic Development Corporation have worked on development of this area as a business park for several years and the City and County have agreed to split the cost of development. Trivium Corporate Center is the business park identified for Bond proceeds on the Bond Referendum that was passed by the City of Hickory. In an effort to leverage available money, the City of Hickory and the Economic Development Corporation (EDC) submitted an application and subsequent award of Golden LEAF Foundation Funds. This is the second Golden LEAF Foundation grant approved at Trivium Corporate Center and will be used for development of infrastructure to Cataler, NA.

ANALYSIS

Trivium Corporate Center is identified as the business park recognized in the Bond projects to receive money from bond proceeds for development. The City and EDC have worked on development of the project to a condition that is receptive to marketing.

The City and EDC submitted an Application for Golden LEAF Foundation Funds and were approved for \$240,000.00 in grant funds. There is not a matching fund requirement, however the agreement has certain goals of job creation, retention and investment in order for the funds to be awarded. The industry promises these threshold levels required by the Golden LEAF agreement in the Economic Development Agreement made with the City and County. The grant proceeds are to be used for waterline extension to the Cataler, NA site. The City of Hickory and Catawba County entered into an agreement previously to equally cover the cost of development.

RECOMMENDATION

Staff recommends Council acceptance and approval of a Golden LEAF Foundation Grant Acknowledgement and Agreement for Project Enzyme Waterline Extension Project in the amount of \$240,000 to assist development of the Cataler, NA site. Staff also requests that the City Manager be delegated as the Authorized Representative for this project.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Kevin B. Greer, PE *KBG* 3-4-2020
Initiating Department Head Date

Rodney Miller 3-6-20
Asst. City Manager, Rodney Miller Date

Melissa Miller 3/9/20
Finance Officer, Melissa Miller Date

Date

A. Dula 3-9-20
Deputy City Attorney, A. Dula Date

Rick Beasley 3/6/20
Asst. City Manager, Rick Beasley Date

Sharon 3/9/20
Purchasing Manager Date

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

Warren Wood
City Manager, Warren Wood

3-11-20
Date

The Golden LEAF Foundation (“Golden LEAF”)

GRANTEE ACKNOWLEDGMENT AND AGREEMENT

1. Grantee: City of Hickory
2. Project File Number & Title: FY2020-152 / Hickory Project Enzyme Water Line Extension Project
3. Purpose of Grant: The grant provides funding to the City of Hickory for Project Enzyme, which is Cataler North America Corporation, a leading producer of automotive catalysts. The company has outgrown its manufacturing plant in Lincoln County, NC, and is expanding to a new facility to add to its existing capacity. It has identified a site in the Trivium Corporate Center, a new business park being developed by the City of Hickory and Catawba County. The city and county have purchased or control 270 acres and are currently constructing park infrastructure. The site on which Cataler will locate requires a water line extension of approximately 1,300 linear feet. The line will serve at least two other industrial sites in the park. A private developer is currently considering constructing a 100,000 square foot spec building on one of those two sites. Cataler plans to create 151 jobs and invest \$37 million in machinery and equipment over the next five years, and \$13 million in construction of the new facility. Salaries for the positions will average \$47,301, compared to the Catawba County average of \$42,068. Cataler had considered locating this new plant in South Carolina.
4. Amount of Grant: \$240,000.00
5. Award Date: 2/6/2020 Start Date: _____
6. Special Terms and Conditions Applicable to Grant:
 - a) The term of the grant is 12 months, commencing on the Award Date unless the Grantee proposes a later Start Date that is accepted by Golden LEAF. Golden LEAF may extend the term of the Grant. All project-related expenses must be incurred during the term of the grant. The provisions of this agreement that by their nature extend beyond the term of the grant will survive the end of the term of the grant.
 - b) Golden LEAF funds are to be used for costs related to constructing publicly-owned water infrastructure that will serve the site on which Cataler North America Corporation, or its affiliates or subsidiaries (the “Company”) will locate and will have the capacity to serve, or be extended to serve, other sites. The infrastructure must be public infrastructure.
 - c) Release of funds is contingent on the Grantee providing evidence that the Company has agreed to allow the Grantee and Golden LEAF to verify the Company’s job creation and retention figures, wages, and benefits by reviewing NCUI-101 forms and/or through other means satisfactory to Golden LEAF.
 - d) Release of funds is contingent on the Grantee providing evidence of an inducement agreement, performance agreement, or similar agreement demonstrating that the Company is obligated to create at least 135 new jobs with average annual wages of no less than \$42,570 plus benefits including at least 50% of the cost of employee-only health insurance. The new jobs must be created by December 31, 2026 and must be located at the Company’s facility served by the infrastructure constructed with funding from this grant. The agreement must include appropriate consequences should the Company fail to satisfy its obligations. The President of the Golden LEAF may approve minor variations from these requirements.
7. Standard conditions on the release of grant funds:
 - a) Release of grant funds is contingent on Grantee attending a Golden LEAF grants management workshop or participating in satisfactory discussions with Golden LEAF staff to gain training in the management of Golden LEAF grants and reporting requirements.

- b) Release of funds is contingent on Grantee returning a fully executed original of this Grantee Acknowledgment and Agreement no later than forty-five (45) days after the Award Date, unless Golden LEAF agrees to extend the deadline for its submission.
 - c) Release of funds is contingent on Grantee submitting a project management plan ("PMP") that Golden LEAF has approved. The PMP must be submitted for approval within forty-five (45) days of the Award Date, unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the PMP must be submitted on Golden LEAF form(s). The PMP will include key activities that are critical to successful implementation of the grant and outcomes that will be used to assess the success and effectiveness of the project.
 - d) Release of funds is contingent on the Grantee submitting a project budget for approval by Golden LEAF. The project budget must be submitted for approval within forty-five (45) days of the Award Date unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the project budget must be submitted on Golden LEAF form(s).
 - e) If the approved project budget includes funds from other sources that are required for project implementation, Golden LEAF grant funds will not be released until Grantee demonstrates that it has secured those funds.
 - f) Golden LEAF grant funds may not be used for acquisition of interests in real property or for costs of grant administration.
 - g) If the Grantee fails to comply with its obligations under this Agreement, no further grant funds will be released unless such noncompliance is resolved to the satisfaction of Golden LEAF.
8. Confirmation of Eligibility/Permissible use of Funds: The Grantee confirms: (1) that the Internal Revenue Service has determined that the Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and that such determination has not been revoked, or (2) that the Grantee is a federal, state or local governmental unit. Grantee agrees to notify Golden LEAF promptly if the Grantee's tax-exempt status is revoked or modified in any way. The Grantee agrees that it will use the funds from this grant only for charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Code, and that it will not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit. The Grantee agrees that no funds from this grant will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive. If grant funds are used to pay for sales tax for which the Grantee receives a refund, Grantee will use the refund for expenses that are consistent with the purpose of the grant and permissible under this Agreement. Unless otherwise agreed by Golden LEAF in writing, no portion of the Grantee's rights or obligations under this Agreement may be transferred or assigned to any other entity.
9. Compliance with laws/liens: The Grantee is in material compliance with all federal, state, county, and local laws, regulations, and orders that are applicable to the Grantee, and the Grantee has timely filed with the proper governmental authorities all statements and reports required by the laws, regulations, and orders to which the Grantee is subject. There is no litigation, claim, action, suit, proceeding or governmental investigation pending against the Grantee, and there is no pending or (to the Grantee's knowledge) threatened litigation, claim, action, suit, proceeding or governmental investigation against the Grantee that could reasonably be expected to have a material adverse effect upon the Grantee's ability to carry out this grant in accordance with its terms. The Grantee has timely paid all judgments, claims, and federal, state, and local taxes payable by the Grantee the non-payment of which might result in a lien on any of the Grantee's assets or might otherwise adversely affect the Grantee's ability to carry out this grant in accordance with its terms.
10. Conflict of interest: In connection with the project funded by Golden LEAF, no employee, officer, director, volunteer, or agent of the Grantee shall engage in any activity that involves a conflict of interest or that would appear to a reasonable person to involve a conflict of interest. Without limiting the foregoing principle, except as described below, in connection with implementation of the project funded by Golden LEAF, Grantee shall not procure goods or services from any Interested Person or from any individual or entity with which any

Interested Person has a financial interest or from any family member of an Interested Person, nor shall Grantee use Golden LEAF grant funds to provide goods, services, or compensation (other than customary and reasonable wages and benefits) to any Interested Person or to any family member of an Interested Person. "Interested Person" includes officers and directors of the Grantee, and employees of the Grantee with authority to procure goods or services for the Grantee related to the project funded by Golden LEAF. For purposes of this section, family members shall include: (1) spouse, (2) ancestor, (3) brother, (4) half-brother, (5) sister, (6) half-sister, (7) child (whether by birth or by adoption), (8) grandchild, (9) great grandchild, or (10) spouse of brother, half-brother, sister, half-sister, child, grandchild, or great grandchild. An Interested Person has a financial interest if the Interested Person has, directly or indirectly, through business, investment, or family: a) an ownership or investment interest in any entity with which the Grantee has a transaction or arrangement; b) a compensation arrangement with the Grantee or with any entity or individual with which the Grantee has a transaction or arrangement; or c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Grantee is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. An Interested Person must inform the Grantee of his or her financial interest upon becoming aware that the Grantee is considering procuring goods or services from any individual or entity with which any Interested Person has a financial interest. The foregoing notwithstanding, if after exercising due diligence, the governing board or committee of the Grantee determines that the Grantee is not reasonably able to secure a more advantageous transaction or arrangement from an individual or entity with which an Interested Person does not have a financial interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Grantee's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination the Grantee shall make its decision as to whether to enter into the transaction or arrangement and shall keep written records of the meeting at which that decision was made. The Grantee shall inform all Interested Persons of the requirements set forth in this section. If the requirements set forth in this section conflict with any statute or regulation applicable to the Grantee, the statute or regulation shall control. If the Grantee has a conflict of interest or similar policy that provides more stringent restrictions and protections than those in this section, the Grantee may comply with its policy rather than the policy contained herein. This section does not alter the requirement that Grantee may not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit

11. Procurement: All goods or services acquired using Golden LEAF grant funds must be reasonably necessary to implement the project funded. All procurement transactions involving the use of Golden LEAF grant funds will be conducted to provide, to the extent possible and reasonable, free and open competition among suppliers. The Grantee should use reasonable efforts to procure goods and services from local businesses, small businesses, minority-owned firms, and women's business enterprises. The Grantee will seek competitive offers where possible and reasonable to obtain the best possible quality at the best possible price. Some form of cost or price analysis shall be made and documented in connection with every individual procurement in excess of \$1,000.00. Price analysis may be accomplished in various ways, including the comparison of price quotations or market prices, including discounts. For any single procurement of \$100,000.00 or more, Grantee will use a competitive bid process that is designed to attract a reasonable number of responsive bidders. The requirements of the bid process may vary depending on the value of the procurement. When evaluating bids received, the Grantee is not required to take the lowest price if other factors are reasonably important to the Grantee; however, the bases for evaluation and selection should be listed in the procurement documents and there should be an objective method for the decision made by the Grantee. The decision should be documented in writing. If the Grantee is subject to statutory or regulatory procurement requirements, those requirements supersede this section. The Grantee may request that the President of Golden LEAF approve the Grantee's use of a procurement policy that varies from the requirements of this section.
12. Project and budget modification: The Grantee will immediately notify Golden LEAF of anything that may materially affect the Grantee's ability to perform the project funded. **If the Grantee proposes to modify the budget, the objectives, or any other feature of the project funded, the Grantee shall not encumber or**

expend any funds from this grant for such purposes unless and until Golden LEAF has approved such proposed modifications in writing. Moreover, no further payments shall be made to the Grantee in connection with the project funded unless and until Golden LEAF has approved such proposed modifications in writing.

13. Use of grant funds/rescission and termination of grants: The Grantee accepts and will retain full control of the disposition of funds awarded to the Grantee by Golden LEAF under this grant and accepts and will retain full responsibility for compliance with the terms and conditions of the grant. Grant funds shall be utilized exclusively for the purposes set forth above. If the Grantee breaches any of the covenants or agreements contained in this Grantee Acknowledgment and Agreement, uses grant funds for purposes other than those set out above, or any of the representations and warranties made by the Grantee are untrue as to a material fact, the Grantee agrees to repay to Golden LEAF the full amount of this grant. Any condition, purpose, term or provision in Golden LEAF's resolution approving funding or in this Agreement shall take precedence over any conflicting provision in the Grantee's application. Grantee shall not use grant funds for any purpose not included in the Grantee's application for funding unless specifically approved by Golden LEAF. If there is a conflict between the purpose of the grant and use of grant funds described in this Grantee Acknowledgment and Agreement and the Grantee's application for funding, this Grantee Acknowledgment and Agreement will control.
14. The Grantee acknowledges receipt of the following policy regarding termination and rescission of grants, which is intended to supplement but not replace or limit the rights and remedies of Golden LEAF set forth elsewhere in this Agreement. The Grantee acknowledges that Golden LEAF may, from time to time, amend its policy regarding termination and rescission of grants, and the Grantee acknowledges that the Grantee will be subject to the policy as amended.

Policy Regarding Rescission and Termination of Grants. Rescission of a grant revokes the grant award. When funds have been disbursed to a Grantee by Golden LEAF and a grant is rescinded, the Grantee may be liable for repayment to Golden LEAF for an amount up to the total of grant funds received by the Grantee, in addition to any other remedy available to Golden LEAF. Termination of a grant ends the grant on a going-forward basis, and the Grantee is responsible for repayment to Golden LEAF of only that portion of the grant funds that has been disbursed but not expended by the Grantee in accordance with the terms of the grant.

A grant may be rescinded or terminated at any time in the discretion of Golden LEAF for the Grantee's failure to comply with its obligations under this Agreement or if any of the Grantee's representations and warranties in this Agreement are or become untrue as to a material fact. Reasons for rescission or termination of a grant include but are not limited to the following:

- a. The Grantee has not signed and delivered to Golden LEAF the Grantee Acknowledgment and Agreement within forty-five (45) days of the Award Date set out in Section 5, above.
- b. The Grantee has failed to complete the project within the grant term established by this Agreement or any extensions thereof.
- c. The Grantee's tax-exempt status has been modified or revoked.
- d. The Grantee is unable, or has failed or refused, to comply with a material term or condition of the grant.
- e. The Grantee has experienced a change in circumstances that is likely to have a material adverse effect upon the Grantee's ability to accomplish fully the purposes of the grant (e.g., loss of collateral funding, loss of key personnel, etc.).
- f. The Grantee has failed or refused to submit a report, statement, accounting or return required by this Agreement or applicable law.
- g. The Grantee has materially modified its budget for the project, and such material modification has not been approved by Golden LEAF.

- h. The Grantee commits a material violation of the Internal Revenue Code or uses grant funds for some purpose not permitted by the Internal Revenue Code or for some purpose not contemplated by the grant.
- i. The Grantee breaches any of the covenants or agreements contained in this Grantee Acknowledgment and Agreement.
- j. The Grantee requests that the grant be rescinded or terminated.

It is anticipated that a grant will be rescinded in situations in which no grant funds have been disbursed. Where grant funds have been disbursed, it is anticipated that a grant will be rescinded in the case of more serious violations (including, without limitation, use of grant funds for some purpose not contemplated by the grant or in violation of the Internal Revenue Code, or upon other affirmative misconduct of the Grantee), and that termination of a grant will occur in the case of the less serious instances of non-compliance or where the circumstance giving rise to termination is not the result of misconduct of the Grantee.

If the Board of Directors of Golden LEAF determines that a grant should be rescinded or terminated, Golden LEAF will notify the Grantee of that decision. Golden LEAF may choose to notify the Grantee that the grant is subject to rescission or termination unless the Grantee remedies the noncompliance, and Golden LEAF may establish deadlines or other limitations on the Grantee's opportunity to remedy the noncompliance. If Golden LEAF allows the Grantee the opportunity to correct the noncompliance, no further grant funds shall be advanced until the noncompliance is remedied.

15. **Release of Funds:** Unless otherwise agreed by Golden LEAF, up to twenty percent (20%) of funds may be released in advance after all conditions on the release of funds are satisfied. Funds may be released in additional advances of up to twenty percent (20%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds previously released have been properly expended and accounted for. Funds may also be released on a reimbursement basis, in which case payments may be made in an amount equal to or up to eighty percent (80%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds have been properly expended and accounted for. Unless otherwise approved by the President of Golden LEAF, a sum equal to twenty percent (20%) of the total amount of the grant will be retained by Golden LEAF until the Grantee completes its obligations under this grant, including submission of a satisfactory final report on the project funded. This final twenty percent (20%) retained by Golden LEAF shall be paid to the Grantee on a reimbursement basis. If the grant is conditional or contingent, all conditions and contingencies must be met before any payment will be made. Each request for payment shall be in writing using the approved Golden LEAF form and shall certify that the Grantee has performed in accordance with the terms and provisions of its Grantee Acknowledgment and Agreement, and that such Grantee is entitled under the terms of such Agreement to receive the amount so requested. Each request should be made to President, The Golden LEAF Foundation, 301 N. Winstead Avenue, Rocky Mount, NC 27804. Payment should not be requested until the Grantee has need for actual expenditures of the funds. The Grantee should request payment at least thirty (30) days prior to its desired payment date.
16. **Reporting:** The Grantee agrees to submit a progress report to Golden LEAF biannually, to be received by Golden LEAF six months from the date of award and every six months thereafter unless some other schedule is approved by Golden LEAF. The Grantee agrees to submit a final Progress Report for receipt by Golden LEAF within sixty (60) days after the completion of all obligations for the project funded or the end date, whichever comes first. The Grantee may be required to report results and accomplishments to Golden LEAF for a period beyond the grant term that is reasonably necessary to evaluate the outcomes of the grant. Report forms may be found on Golden LEAF's website, www.goldenleaf.org. The Grantee will furnish additional or further reports if requested by Golden LEAF on forms prescribed by Golden LEAF.
17. **Records:** The Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for the project funded in such a manner so as to identify and document clearly the activities and outcomes of the project funded and the expenditure of Golden LEAF grant funds. Financial records regarding Golden LEAF's grant shall maintained in such a way that they can be reported separately

from monetary contributions, or other revenue sources of the Grantee. The Grantee agrees to retain all financial and programmatic records, supporting documents, and all other pertinent records related to the project funded for a period of five (5) years from the end of the grant term. In the event such records are audited, all project records shall be retained beyond such five-year period until all audit findings have been resolved. The Grantee shall provide to Golden LEAF copies of all financial and other records requested by Golden LEAF and shall make available to Golden LEAF, or Golden LEAF's designated representative, all of the Grantee's records that relate to the grant, and shall allow Golden LEAF or Golden LEAF's representative to audit, examine and copy any data, documents, proceedings, records and notes of activity relating to the grant. Access to these records shall be allowed upon request at any time during normal business hours and as often as Golden LEAF or its representative may deem necessary. The Grantee may be subject to audit by the State Auditor.

18. This Section 18 is applicable if the following blank is marked: _____ Staff Initials & date: _____

Intellectual property/new developments: In consideration of its receipt of funds granted by Golden LEAF, the Grantee agrees that during the course of the project funded by the grant, the Grantee, and any recipient of grant funds, will promptly disclose to Golden LEAF any improvements, inventions, developments, discoveries, innovations, systems, techniques, ideas, processes, programs, and other things, whether patentable or unpatentable, that result from any work performed by or for the Grantee in connection with the project funded, or by individuals whose work is funded by the grant (the "New Developments"). If the Grantee provides to Golden LEAF a copy of any Invention Disclosure Reports it receives from Grantee employees that report making inventions under this Agreement, then the Grantee will be deemed to have satisfied the disclosure requirement in the preceding sentence.

The Grantee agrees that it, and any recipient of grant funds, shall take all reasonably appropriate actions to assure that the New Developments shall be and remain the sole and exclusive property of the Grantee. In the event that the interests of the public would be served by commercialization of the New Developments, the Grantee agrees to use its best reasonable efforts to pursue the commercialization of any such New Developments in a manner that will serve the interests of the public, including but not limited to the transfer, assignment or licensing of such New Developments; provided, however, that the Grantee, and any recipient of grant funds, shall not transfer, assign or license such New Developments in part or in whole without first having obtained the written consent of Golden LEAF.

Any revenue generated as a result of transferring, assigning, or licensing New Developments will be managed by the Grantee in accordance with its published patent, copyright and technology transfer procedures, if any, and in the absence of such procedures such revenue will be managed by the Grantee in accordance with procedures approved by Golden LEAF. Such procedures typically will prioritize the distribution of revenues to ensure that the Grantee first honors its obligation to its inventors and then to cover its own out-of-pocket expenses as necessary to protect its intellectual property.

The Grantee and Golden LEAF further agree that should there be any revenue generated greater than that necessary to meet the obligations of the preceding paragraph ("Net Revenue"), the Net Revenue shall be managed by the Grantee as follows:

- a) 15% of the Net Revenue will be retained by the Grantee as a fee for the management and distribution of funds as required under this Agreement.
- b) 30% of the remaining Net Revenue will be paid to Golden LEAF.
- c) 70% of the remaining Net Revenue will be retained by the Grantee and used in accordance with the procedures referenced in the preceding paragraph above.

The Grantee's obligations pursuant to this Section will continue beyond the expiration of the funding period.

- 19. Independent entity: The Grantee acknowledges and agrees that the Grantee is an entity independent from Golden LEAF, is not an agent of Golden LEAF, and is not authorized to bind Golden LEAF to any agreement of payment for goods or services. The Grantee is responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. It shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees. All expenses incurred by the Grantee are the sole responsibility of the Grantee, and Golden LEAF shall not be liable for the payment of any obligations incurred in the performance of the project funded.
- 20. Non-discrimination: The Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, national origin, or handicap related to the activities of a project funded by Golden LEAF.
- 21. Publicity: All publicity and printed materials regarding projects or activities supported in whole or in part by this grant should contain the following language: **“This project received support from The Golden LEAF Foundation.”** The Golden LEAF logo is to be displayed in all of the Grantee’s publicity and printed materials relating to this grant. Please contact Jenny Tinklepaugh (jtinklepaugh@goldenleaf.org) for digital versions of the logo.
- 22. Authority to execute/Necessary Approvals Obtained: The individual signing below certifies his or her authority to execute this Agreement on behalf of the Grantee and that the Grantee has received any third-party approval that may be required prior to entering this Agreement. By executing this Agreement, the Grantee, to induce Golden LEAF to make this grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate and complete as of the date hereof.

IN WITNESS WHEREOF, the Grantee has executed this Agreement as of the date below:

Name of Grantee Organization (print): _____

Signature: _____

Name of Person Signing (print): _____

Title of Person Signing (print): _____

Date: _____

E-VERIFY ADDENDUM

VENDORS

Vendor 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. Vendor 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). Vendor hereby pledges, attests and warrants through execution of this Agreement that Vendor complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any third-party vendors currently employed by or subsequently hired by Vendor shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

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COUNCIL AGENDA MEMOS

Exhibit VIII.P.

To: City Manager's Office
From: Kevin B. Greer, PE, Public Services Director
Contact Person: Shawn Pennell, Assistant Public Services Director-Public Utilities
Date: March 17, 2020
Re: Murray Basin Sanitary Sewer Easement

REQUEST

Staff requests acceptance of permanent sewer easement for the property of Go Real Estates Holdings LLC, described as PIN: 3732-10-37-6305 for installation of sanitary sewer infrastructure.

BACKGROUND

The Murray Basin in the Hickory Service Area is the area located between Springs Road, Section House Road and Highland Ave. This area is not a densely populated area, however there is a substantial Industrial presence along Old Hwy 70 and mixed residential throughout the basin. The sanitary sewer generated in this basin averages 414,000 gallons per day. Currently, the majority of this sanitary sewer is sent to the City of Conover for treatment and processing before discharge.

This permanent easement is necessary for completion of the Murray Basin Sanitary Sewer Project.

ANALYSIS

This easement is necessary for the construction of the infrastructure required to serve this area with sanitary sewer and will not increase the cost of this construction project. The easement was negotiated for a total sum of sixteen thousand dollars and 00/100 dollars (\$16,000.00) in exchange for the easement.

RECOMMENDATION

Staff recommends acceptance of permanent sewer easement for the property of Go Real Estates Holdings LLC, described as PIN: 3732-10-37-6305 for installation of sanitary sewer infrastructure.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

From: W&S Capital Reserve Fund

**Project# 803301
065-8033-587.21-99**

Reviewed by:

Kevin B. Greer, PE 03/04/2020
Initiating Department Head Date

R. Miller 3/6/20
Asst. City Manager R. Miller Date

M. Miller 3/9/20
Finance Officer, M. Miller Date

Annita M. Dula 3-9-20
Deputy City Attorney, A. Dula Date

R. Beasley 3/6/20
Asst. City Manager, R. Beasley Date

[Signature] 3/9/20
Purchasing Manager Date

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

[Signature]
Warren Wood, City Manager

3-11-20
Date

DRAWN BY: Arnita M. Dula, Deputy City Attorney, City of Hickory
P.O. Box 398, Hickory, NC 28603

STATE OF NORTH CAROLINA

DEED OF EASEMENT
(Sewer)

COUNTY OF CATAWBA

THIS DEED OF EASEMENT, made this 4 day of February 2020, by and between **GO REAL ESTATE HOLDINGS, LLC, a North Carolina limited liability company**, having a mailing address of **3111 Arboretum View, Charlotte, North Carolina, NC 28226** (hereinafter referred to as "Grantor", whether singular or plural), and the **City of Hickory**, a North Carolina Municipal Corporation duly organized and existing under the laws of the State of North Carolina, having a mailing address of **Post Office Box 398, Hickory, North Carolina 28603**, and being situated in Catawba County, (hereinafter referred to as "Grantee");

THAT WHEREAS, said Grantor owns a certain tract of land located in Hickory Township, Catawba County, State of North Carolina, the same being the land conveyed to them pursuant to deed recorded in Book 3480 at Page 0969 in the Office of the Register of Deeds of Catawba County, State of North Carolina; which deed is hereby referred to for greater certainty of description; and

WHEREAS, the City Council of the City of Hickory has determined that it is in the public interest to install, construct and maintain a sanitary sewer to serve the public in the vicinity of the described property, as well as throughout the City of Hickory.

DEED OF EASEMENT

- 1 -

NOW, THEREFORE, said Grantor, for and in consideration of the sum of **SIXTEEN THOUSAND AND NO/100 DOLLARS (\$16,000.00)** and other valuable consideration paid to the Grantor by Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said Grantee, its successors and assigns, a perpetual right and easement to install, construct and maintain a sanitary sewer, together with the attendant customary uses, including drainage and utilities, over, under, through, across, along and upon all that certain lot, tract, or parcel of land of the Grantor situated in Hickory Township, Catawba County, North Carolina, and more particularly described as follows, to-wit:

Permanent Easement:

Being all that permanent right of way sewer easement across the Grantor's property in the City of Hickory, shown on the attached Exhibit "A" entitled "Easement Acquisition from Go Real Estate Holdings, LLC showing easement to be acquired to which reference is hereby made for greater certainty of description. And being a portion of that certain property described in Deed Book 3480 at Page 0969 of the Catawba County Registry. The subject property's North Carolina Parcel Identification Number is 3732-10-37-6305.

TO HAVE AND TO HOLD the said grant of right and easement unto it, the said Grantor, its successors and assigns forever.

The Grantor acknowledges that the City is acquiring this easement for the purpose of erecting, constructing and installing a sanitary sewer within the described easement, and specifically grants unto the Grantee the right to construct such structures or make the improvements on that grade according to such plans and specifications, as will, in the Grantee's opinion, best serve the public purpose. The Grantor further grants unto the Grantee or its agents the right to exceed this easement to cut and fill slopes, construct drainage structures and erosion control structures beyond the described easement. The payment of the purchase price for the easement conveyed shall be considered full compensation for the easement, and for any diminution in value that may result to the remaining property by virtue of proximity to the project, grade alignment, utility installation, or the alteration of drainage patterns and facilities.

The said grant shall include the right of ingress and egress over the easement on the land of the Grantor for the purpose of constructing, maintaining, repairing and enlarging said sewer line or removing any obstruction interfering with the enjoyment of this line and, in general, any rights and privileges which may be necessary for the permanent maintenance of said sewer line; provided, however, that nothing herein contained shall directly or indirectly be construed as authorizing the City of Hickory or its successors or assigns to injure, damage or remove any structure upon said land, and the Grantor herein expressly retains for himself, his heirs and assigns, the right to construct and maintain any and all buildings he may desire upon the said premises, provided the sewer line is protected in the manner required by the City Engineer.

DEED OF EASEMENT

- 2 -

The Grantor retains the right to use and cultivate said land along and upon said right-of-way.


Grantee shall use its best efforts to minimize the removal of grass, shrubbery, plants, or other vegetation occasioned by the Grantee in constructing, maintaining, or altering said sewer line.

Grantee agrees to plant grass seed on and/or mulch the area disturbed during the sewer line construction process or after any maintenance or repair to the sewer line.

Should one or more of the Grantors be natural persons not joined by their respective spouses, it is conclusively presumed that the land conveyed is not the residence or business homestead of such Grantor. Should one or more of the Grantors be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of that party has been duly and legally authorized to so sign and there shall be no necessity for a seal or attestation.

TO HAVE AND TO HOLD the same, together with all the rights and appurtenances belonging thereto, unto the City of Hickory, its successors and assigns forever, and Grantor is hereby bound, together with all heirs, executors, administrators, or successors, to warrant and forever defend the easement granted herein unto the City of Hickory, its successors and assigns, against every person lawfully claiming the easement or any part thereof.

IN TESTIMONY WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.



Member/Manager of GO Real Estate Holdings, LLC, A North Carolina Limited Liability Company (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

I, Adryan Christian Zazueta, a Notary Public of Mecklenburg County, North Carolina, do hereby certify that Anthony Capece, Member/Manager of Go Real Estate Holdings, LLC personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal this 14th day of February, 2020.



[Signature]
Notary Public

My Commission Expires: March 4th 2024

THE CITY OF HICKORY,
A North Carolina Municipal Corporation

ATTEST:

(SEAL)

Warren Wood, City Manager

Debbie D. Miller, City Clerk

Approved as to form on behalf of the City of Hickory this 9th day of March, 2020.

Armita M. D...
Deputy City Attorney for the City of Hickory

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 City Manager, sealed with its corporate seal and attested by her as its City Clerk.

Witness my hand and seal this _____ day of _____, 2020.

(Seal)

Notary Public

My Commission Expires: _____

COUNCIL AGENDA MEMOS

Exhibit VIII.Q.

To: City Manager's Office
From: Kevin B. Greer, PE, Public Services Director
Contact Person: Shawn Pennell, Assistant Public Services Director-Public Utilities
Date: March 17, 2020
Re: Hart Square Water Line Project Utility Easement from Hart Square Foundation, Inc.

REQUEST

Staff requests acceptance of a Permanent easement for the Hart Square Foundation, Inc., property described as PIN: 2697-04-94-1393 for installation of utilities infrastructure.

BACKGROUND

The easement is necessary for completion of the Hart Square Water Line project. This project is a project designed to spur economic development for the area and serve as fire protection to Hart Square.

ANALYSIS

The easement is necessary for the construction of the infrastructure required to serve this area and will not increase the cost of this construction project. The easement was donated the City of Hickory and all associated expenditures are covered by Hart Square and Catawba County.

RECOMMENDATION

Staff requests acceptance of a Permanent easement for the Hart Square Foundation, Inc., property described as PIN: 2697-04-94-1393 for installation of utilities infrastructure.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Kevin B. Greer, PE

Initiating Department Head

03/04/2020

Date

Deputy City Attorney, A. Dula

Date

Asst. City Manager R. Miller

Date

Asst. City Manager, R. Beasley

Date

Finance Officer, M. Miller

Date

Purchasing Manager,

Date

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

Warren Wood, City Manager

Date

DRAWN BY: Arnita M. Dula, Deputy City Attorney, City of Hickory
P.O. Box 398, Hickory, NC 28603

STATE OF NORTH CAROLINA

**DEED OF EASEMENT
(Water)**

COUNTY OF CATAWBA

THIS DEED OF EASEMENT, made this 25 day of February, 2020, by and between **HART SQUARE FOUNDATION, INC., a North Carolina Corporation**, having a mailing address of **5055 Hope Road, Vale, North Carolina 28168** (hereinafter referred to as "Grantor", whether singular or plural), and the **City of Hickory**, a North Carolina Municipal Corporation duly organized and existing under the laws of the State of North Carolina, having a mailing address of **Post Office Box 398, Hickory, North Carolina 28603**, and being situated in Catawba County, (hereinafter referred to as "Grantee");

THAT WHEREAS, said Grantor owns a certain tract of land located in Hickory Township, Catawba County, State of North Carolina, the same being the land conveyed to them pursuant to deed recorded in Book 3527 at Page 935 in the Office of the Register of Deeds of Catawba County, State of North Carolina; which deed is hereby referred to for greater certainty of description; and

WHEREAS, the City Council of the City of Hickory has determined that it is in the public interest to install, construct and maintain a water line to serve the public in the vicinity of the described property, as well as throughout the City of Hickory.

**HART SQUARE FOUNDATION, INC. TO CITY OF HICKORY
DEED OF EASEMENT**

NOW, THEREFORE, said Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable consideration paid to the Grantor by Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said Grantee, its successors and assigns, a perpetual right and easement to install, construct and maintain a water line, together with the attendant customary uses, including drainage and utilities, over, under, through, across, along and upon all that certain lot, tract, or parcel of land of the Grantor situated in Hickory Township, Catawba County, North Carolina, and more particularly described as follows, to-wit:

Permanent Easement:

Being all that permanent right of way water easement across the Grantor's property in the City of Hickory, shown on the attached Exhibit "A" entitled "Utility Easement Map The City of Hickory", prepared by Miles A. Wright, NCPLS L-5256, dated 10/28/2019 to which reference is hereby made for greater certainty of description. The subject property's North Carolina Parcel Identification Number is 2697-04-94-1393.

TO HAVE AND TO HOLD the said grant of right and easement unto it, the said Grantor, its successors and assigns forever.

The Grantor acknowledges that the City is acquiring this easement for the purpose of erecting, constructing and installing a water line within the described easement, and specifically grants unto the Grantee the right to construct such structures or make the improvements on that grade according to such plans and specifications, as will, in the Grantee's opinion, best serve the public purpose. The Grantor further grants unto the Grantee or its agents the right to exceed this easement to cut and fill slopes, construct drainage structures and erosion control structures beyond the described easement. The payment of the purchase price for the easement conveyed shall be considered full compensation for the easement, and for any diminution in value that may result to the remaining property by virtue of proximity to the project, grade alignment, utility installation, or the alteration of drainage patterns and facilities.

The said grant shall include the right of ingress and egress over the easement on the land of the Grantor for the purpose of constructing, maintaining, repairing and enlarging said water line or removing any obstruction interfering with the enjoyment of this line and, in general, any rights and privileges which may be necessary for the permanent maintenance of said water line; provided, however, that nothing herein contained shall directly or indirectly be construed as authorizing the City of Hickory or its successors or assigns to injure, damage or remove any structure upon said land, and the Grantor herein expressly retains for himself, his heirs and assigns, the right to construct and maintain any and all buildings he may desire upon the said premises,

**HART SQUARE FOUNDATION, INC. TO CITY OF HICKORY
DEED OF EASEMENT**

provided the water line is protected in the manner required by the City Engineer.

The Grantor retains the right to use and cultivate said land along and upon said right-of-way.

Grantee shall use its best efforts to minimize the removal of grass, shrubbery, plants, or other vegetation occasioned by the Grantee in constructing, maintaining, or altering said water line.

Grantee agrees to plant grass seed on and/or mulch the area disturbed during the water line construction process or after any maintenance or repair to the water line.

The temporary easement will expire upon final completion of the project, including final certification and DENR acceptance.

Should one or more of the Grantors be natural persons not joined by their respective spouses, it is conclusively presumed that the land conveyed is not the residence or business homestead of such Grantor. Should one or more of the Grantors be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of that party has been duly and legally authorized to so sign and there shall be no necessity for a seal or attestation.

TO HAVE AND TO HOLD the same, together with all the rights and appurtenances belonging thereto, unto the City of Hickory, its successors and assigns forever, and Grantor is hereby bound, together with all heirs, executors, administrators, or successors, to warrant and forever defend the easement granted herein unto the City of Hickory, its successors and assigns, against every person lawfully claiming the easement or any part thereof.

IN TESTIMONY WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

 (SEAL)

President,
HART SQUARE FOUNDATION, INC.

HART SQUARE FOUNDATION, INC. TO CITY OF HICKORY
DEED OF EASEMENT

STATE OF NORTH CAROLINA
COUNTY OF Catawba

I, Donna S Summerlin, a Notary Public of Caldwell County, North Carolina, do hereby certify that Rebecca Hart personally came before me this day and acknowledged that he is the President of **HART SQUARE FOUNDATION, INC.**, a North Carolina Corporation, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 25th day of February, 2020.

Donna S Summerlin
Notary Public

My Commission Expires: 10/14/2021



HART SQUARE FOUNDATION, INC. TO CITY OF HICKORY
DEED OF EASEMENT

THE CITY OF HICKORY,
A North Carolina Municipal Corporation

ATTEST:

(SEAL)

Warren Wood, City Manager

Debbie D. Miller, City Clerk

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

I, _____, a Notary Public of said County and State, certify that Warren Wood personally appeared before me this day and acknowledged that he is the City Manager 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 by the City Manager, sealed with its corporate seal and attested by her as its City Clerk.

Witness my hand and seal this _____ day of _____, 2020.

Notary Public

(SEAL)

My Commission Expires: _____

HART SQUARE FOUNDATION, INC. TO CITY OF HICKORY
DEED OF EASEMENT

COUNCIL AGENDA MEMOS**To: City Manager's Office****From: Karen Dickerson, Community Development Manager****Contact Person: Karen Dickerson, Community Development Manager****Date: March 5, 2020****Re: Small Business Loan Applicant Wooley Chicken dba Strauch Fiber Equipment****REQUEST**

Approve small business loan for applicant Wooley Chicken dba Strauch Fiber Equipment

BACKGROUND

In its 2015-2019 Consolidated Plan for Housing and Community Development, the City of Hickory identified increasing entrepreneurship opportunities as a high priority need. This led to the creation of a new program in 2018 to provide small business loans to businesses looking for funding necessary to take their business to the next level and with the intent of creating jobs for low to moderate income persons. The 2019-2020 Community Development Block Grant (CDBG) Annual Action Plan has \$45,000 allocated towards assistance for entrepreneurial activities (which includes these small business loans and the City's existing microenterprise grants). The Small Business Loan program offers loans of up to \$20,000 to business owners for business equipment only. 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

Michael Gallagher has applied for a Small Business Loan to support and enhance his business, Wooley Chicken dba Strauch Fiber Equipment. His business produces high quality tools and equipment for fiber enthusiasts around the world. Michael was one of our first microenterprise grant recipients and has since purchased his own building. Since May 2019, he has purchased two other companies and moved their product facilities to his Hickory address at 1450 17th St NE. He is requesting a small business loan in the amount of \$12,000 to purchase a CNC machine that will allow him to purchase a third business and move their production to Hickory as well. The Business Development Committee reviewed the application and recommends approval of the loan in the amount of \$12,000. The loan funds will be used to purchase a CNC machine for woodworking. 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 Wooley Chicken dba Strauch Fiber Equipment.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

059-1533-558-38-85

Reviewed by:

Dave Leonetti

Initiating Department Head

3/5/2020

Date

Amita K. Dula

Deputy City Attorney, A. Dula

3/9/20

Date

Asst. City Manager Rodney Miller

3/6/20

Date

Asst. City Manager, R. Beasley

3/6/20

Date

Finance Officer, Melissa Miller

3/9/20

Date

Purchasing Manager, Shana Guy

3/9/20

Date

Date

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

W. Wood
City Manager, W. Wood

3.11.20
Date

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 Wooley Chicken, DBA Strauch Fiber Equipment, a North Carolina limited liability company with a place of business located at 1450 17th St NE, Hickory, North Carolina, 28601 (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 TWELVE THOUSAND DOLLARS (\$12,000) (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 TWELVE THOUSAND DOLLARS (\$12,000), 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 \$132.49, 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 \$6,000) 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 will be calculated as follows:

$$40/108 \times \$7,500 = \$3,777.25$$

(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 if 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 in 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 1450 17th St NE Hickory, NC 28601, 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 1450 17th St NE Hickory, NC 28601, 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 fail 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 Article 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:



Armita M. Dula
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 Wooley Chicken, LLC dba Strauch Fiber Equipment, a limited liability company, under the Loan Agreement.

Date: _____

By: _____

Date: 3-5-2010

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 _____, 2020.

(Seal)

Notary Public

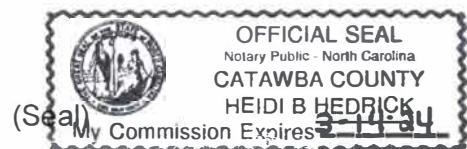
My Commission Expires: _____

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

I, Heidi B. Hedrick, a Notary Public of the County and State aforesaid certify that Michael Gallagher personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal this 5th day of March, 2020.



Heidi B. Hedrick
Notary Public

My Commission Expires: March 14, 2024



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Amortization Calculator

Loan Amount

\$ 12000.00

Interest Rate

4.000 %

Term

9 Yr

Start Date

2020-04-01

Calculate



(<https://www.facebook.com/sharer/sharer.php?u=https://www.calculatestuff.com/financial/loan-amortization-calculator>)

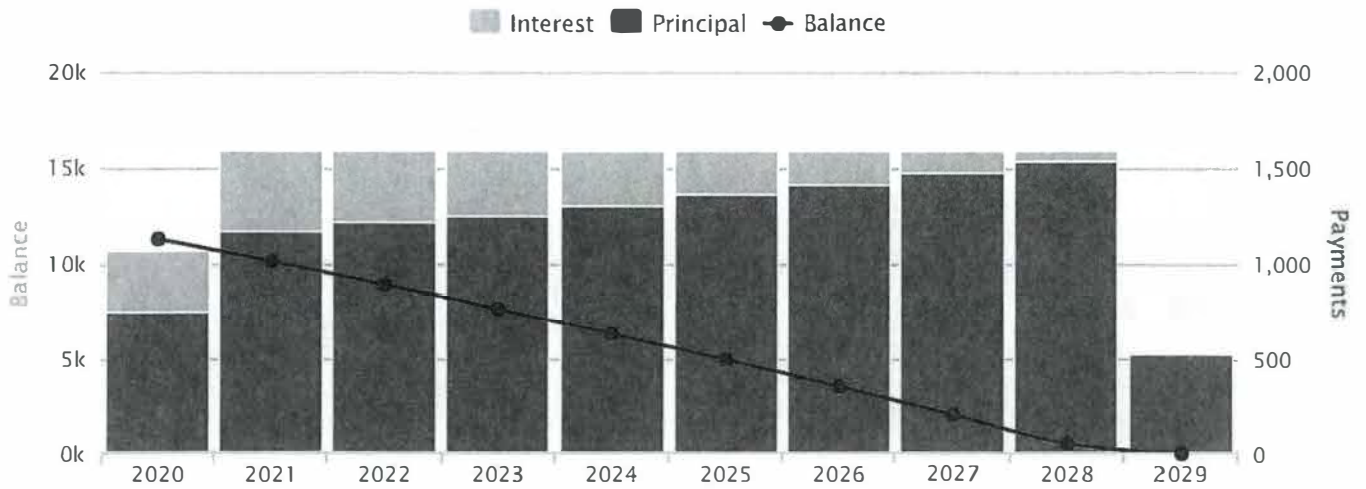
(<https://twitter.com/intent/tweet?text=https://www.calculatestuff.com/financial/loan-amortization-calculator>)

\$132.49
Monthly Payment

\$14,309.11
Over 108 Payments

\$2,309.11
Total Interest

Apr 2029
Pay-off Date



Amortization Schedule

Yearly Amortization

Monthly Amortization

Year	Principal	Interest	Total Paid	Balance
2020	\$748.62	\$311.30	\$1,059.92	\$11,251.38
2021	\$1,160.96	\$428.92	\$1,589.88	\$10,090.42
2022	\$1,208.26	\$381.62	\$1,589.88	\$8,882.16
2023	\$1,257.49	\$332.39	\$1,589.88	\$7,624.67
2024	\$1,308.71	\$281.17	\$1,589.88	\$6,315.96
2025	\$1,362.02	\$227.86	\$1,589.88	\$4,953.94
2026	\$1,417.52	\$172.36	\$1,589.88	\$3,536.42
2027	\$1,475.28	\$114.60	\$1,589.88	\$2,061.14
2028	\$1,535.38	\$54.50	\$1,589.88	\$525.76
2029	\$525.76	\$4.39	\$530.15	\$0.00
Totals	\$12,000.00	\$2,309.11	\$14,309.11	

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The City of Hickory

CDBG Small Business Loan Program

In its 2015-2019 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 purchase equipment necessary 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 will be in an amount up to \$20,000 for eligible businesses that create 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 \$44,150 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	\$30,950
2	\$35,250
3	\$39,750
4	\$44,150
5	\$47,700
6	\$51,250
7	\$54,750
8	\$58,300

Funding Eligibility Exclusions

The following uses are not eligible for funding:

- Religious organizations for sectarian purposes;
- Nonprofit organizations;
- 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 only. 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 the third-party vendor that is selling equipment to the business to which the loan is being made. 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.

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
- Willingness to complete Quarterly Financial Statements and Employee Reports
- W-9 Form (Request for Taxpayer Identification Number and Certification)

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 grant 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 be required to check in with the Business Development Committee at least once during project execution to provide updates on the business.
- 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.

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: Michael Gallagher

Applicant's Address: 4250 1st St NE

Name of Business: Wooley Chicken LLC DBA Strauch Fiber Equipment

Business Address: 1450 17th St NE Hickory NC 28601

Telephone: 828-855-6398 Email: mike@strauchfiber.com

Tax ID#: 83-1831598 DUNS #: _____ (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)

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 \$ 12,000

Total amount of funds contributed by the business and/or other funding source: \$ As needed

Describe funding source: Capital Business

Total Number of Jobs to be created: 2 (a minimum 51% of these jobs must be held by Low/Mod Income persons)

Total Number of Low/Mod Income jobs to be created: 2

Average hourly wage of job(s) created: \$ 13.50

Describe the process of advertising the new jobs to the public: NC Works, CVCC Job posting



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MG 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*)

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)*).

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.

Have considering using cash for purchase or equity line of credit through business.

Is the applicant willing to provide quarterly cash flow statements to the City of Hickory for the first year and then annually thereafter?

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.

Currently operating out of a warehouse zoned industrial and with current permitted use for woodworking.

List three (3) persons the CDBG staff may contact for references. (Include name, address, phone number and email address).

Ron Elmore 704-904-7427 elmoreerf@appstate.edu

Janelly Rosales 919-520-1964 rosalesj@appstate.edu

Jeff Neuville 828-327-7000 x4102 jneuville@cvcc.edu

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.

Wooley Chicken LLC DBA Strauch Fiber Equipment

1450 17th St NE

Hickory NC 28601

City of Hickory Equipment Loan Application

Supplemental Document for Use of Funds

Amount requested \$12,000

Current Revenue:

I am currently operating Strauch Fiber Equipment and Nancy's Knit Knacks. Both companies were purchased in 2019, Strauch in late May, and Nancy's Knit Knacks in late September. The gross revenue for all of 2019 from both companies was \$553,000 with an average net profit of around 20%. Combined Gross revenue for the time period that I have owned the companies in 2019 was \$232,000.

I was approached by a small electronic spinning wheel company the first week of February about becoming a manufacturing partner and/or possibly buying the company. Their gross sales are \$96,000 with a net profit of around 70% with NO advertising except for their website and Etsy store. I currently have a Letter of Intent to buy the company and am pursuing financing through the bank that funded the purchase of Strauch Fiber Equipment as this company would dovetail onto the current product offerings perfectly.

The missing component is a CNC machine is needed to produce their products and will not be included as part of the asset purchase or if I only manufacture components for them.

Statement of Need

The funds requested will be allocated to buy a used Shopbot CNC machine with upfitted High Speed Spindle, currently located in Charlotte, NC.

This tool acquisition is part of an expansion of manufacturing capabilities of adding a \$100,000 gross product sales line to my current operations and/or purchasing the company than has requested the component work as well as improving the manufacturing of the current products that both Strauch Fiber equipment and Nancy's Knit Knacks produces.

Michael Gallagher

City of Hickory Microenterprise Grant Program

Business Plan Template

Applicant Name: Michael Gallagher Date: 2/28/20

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 currently manufacture equipment and tooling for the yarn and knitting industry. From equipment to help fiber processing to help make finished goods. IE Drum Carders, Ball Winders, Swift/Skein Winders, Hand Cards, Motorized Drum Carders, Motorized Ball Winders.

We are pursuing buying a small manufacturing electric spinning wheel equipment company as an addition to our product portfolio to help serve a wider range of customers in the fiber arts market.

www.strauchfiber.com, www.nancysknitknacks.com

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 have been making custom wood products for almost 15 years, from furniture to wood components. Currently own and operate Strauch Fiber Equipment and Nancy's Knit Knacks. I have been working with the SBTDC on an ongoing basis for the past 1 ½ years. I worked with Amos and Kapral Law firm, Granite Hardwoods, Catawba Hardwoods, Boyd and Hassel Commercial Property, Wildskeins. Planning on working with NC works, CVCC, LR for employment recruitment.

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.

Our products serve a global community of knitters, weavers, and people interested in the processing and handling of natural fibers while hopefully expanding into the fiber spinning market. Currently we have a marketing company that handles our social media, print and online ads. We also attend fiber shows and trade shows for the specific fiber producing animals.

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?

Woolee Winders, Hansen Crafts, Fiber Artist's Supply Co, Ashford Handicrafts, Clemes and Clemes.

We have a strong reputation for high-quality long-lasting products while maintaining a close relationship with our customers, also expanding and combining a couple of different companies we have been able to broaden our offerings to a wider customer base and streamline production through equipment upfitting and being located in an area with more manufacturing resources.

Describe your plans for growth or expansion. Include the impact on working capital needs, equipment, and/or your current facility or building.

Plans for growth are to acquire an electric spinning wheel company, this will help us add additional products that customers need in the product chain that we currently have. The business we are looking to acquire currently does no advertising or trade shows and will benefit from our current marketing systems. It would add \$100,000 in gross revenue with a 73% net profit, add 2 part-time positions to our staff and two 3D printers. It will require the addition of a Wood CNC machine which will help streamline production in the other 2 businesses that I am operating out of my facility in Hickory, which is why I am looking for the equipment loan. We have room to bring more equipment in and add manufacturing capacity to our operation and facility.

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.

Using the cash I have available from my current businesses to get a business loan to buy the business. Estimated at \$15-20K down for the purchase of the small company, borrowing around \$90K. Working with a bank that I have a current relationship with relating to the operations of one of my current businesses.

Attach additional pages with any additional information.

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 Website+Etsy (2019)	6,034	7,429	5,112	11,147	8,709	4,566	7,268	8,212	5,947	8,313	10,749	12,324	95,810					
													0					
Total Sales	6,034	7,429	5,112	11,147	8,709	4,566	7,268	8,212	5,947	8,313	10,749	12,324	95,810					
Cost of Sales+Manufacturing+expenses	1,509	1,857	1,278	2,787	2,177	1,142	1,817	2,053	1,487	2,078	2,687	3,081	23,953	25.00%	\$0	#DIV/0!	\$0	#DIV/0!
Gross Profit	4,526	5,572	3,834	8,360	6,532	3,425	5,451	6,159	4,460	6,235	8,062	9,243	71,858	75.00%	\$0	#DIV/0!	\$0	#DIV/0!
Expenses (customize list as desired)																		
Non Production Labor (other than owner's)	200	200	200	200	200	200	200	200	200	200	200	200	\$2,400	2.50%		#DIV/0!		#DIV/0!
Owner's Draw/Salary													\$0	0.00%		#DIV/0!		#DIV/0!
Auto & Travel													\$0	0.00%		#DIV/0!		#DIV/0!
Payroll Taxes													\$0	0.00%		#DIV/0!		#DIV/0!
Workers Comp													\$0	0.00%		#DIV/0!		#DIV/0!
Operating Supplies													\$0	0.00%		#DIV/0!		#DIV/0!
Laundry													\$0	0.00%		#DIV/0!		#DIV/0!
Utilities													\$0	0.00%		#DIV/0!		#DIV/0!
Telephone													\$0	0.00%		#DIV/0!		#DIV/0!
Office Expense													\$0	0.00%		#DIV/0!		#DIV/0!
Repair & Maint													\$0	0.00%		#DIV/0!		#DIV/0!
Internet/Web Site													\$0	0.00%		#DIV/0!		#DIV/0!
Advertising	100	100	100	150	150	150	200	200	200	250	250	250	\$2,100	2.19%		#DIV/0!		#DIV/0!
Marketing													\$0	0.00%		#DIV/0!		#DIV/0!
Rent													\$0	0.00%		#DIV/0!		#DIV/0!
Business Taxes													\$0	0.00%		#DIV/0!		#DIV/0!
Licenses													\$0	0.00%		#DIV/0!		#DIV/0!
Insurance													\$0	0.00%		#DIV/0!		#DIV/0!
Accounting													\$0	0.00%		#DIV/0!		#DIV/0!
BankCharges													\$0	0.00%		#DIV/0!		#DIV/0!
Depreciation Expense													\$0	0.00%		#DIV/0!		#DIV/0!
Estimated Business Loan	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	\$21,600	22.54%		#DIV/0!		#DIV/0!
Other Admin Expenses													\$0	0.00%		#DIV/0!		#DIV/0!
Total Expenses	2,100	2,100	2,100	2,150	2,150	2,150	2,200	2,200	2,200	2,250	2,250	2,250	\$26,100	27.24%	\$0	#DIV/0!	\$0	#DIV/0!
Profit Before Taxes	2,426	3,472	1,734	6,210	4,382	1,275	3,251	3,959	2,260	3,985	5,812	6,993	\$45,758	47.76%	\$0	#DIV/0!	\$0	#DIV/0!

11:16 AM
02/28/20
Accrual Basis

Strauch Fiber Equipment
Profit & Loss
January through December 2019

	Jan - Dec 19
Ordinary Income/Expense	
Income	
Ball Winders	14,735.72
Drum Carders	108,957.65
Freight Out	10,224.35
Hand Cards	3,111.24
Misc Income	73.00
Parts & Accessories	3,997.10
Purchase Discounts	11.00
Swifts	6,657.60
Bank Transfer fees	67.00
	147,834.66
Total Income	
Cost of Goods Sold	
Cost of Goods Sold	
Freight In	1,480.64
Freight Out Expense	9,503.76
Material	47,847.57
Surcharge on Material	23.40
Cost of Goods Sold - Other	448.00
	59,303.37
Total Cost of Goods Sold	
Direct Labor	
DL Wages	4,502.35
Misc Labor	6,036.50
	10,538.85
Total Direct Labor	
Factory Overhead	
Rent	4,200.00

11:16 AM
 02/28/20
 Accrual Basis

**Strauch Fiber Equipment
 Profit & Loss
 January through December 2019**

	Jan - Dec 19
Supplies & Tools	271.13
Utilities-Production	101.33
Total Factory Overhead	4,572.46
Total COGS	74,414.68
Gross Profit	73,419.98
Expense	
Internet	195.91
Interest Expense	
Sentinel loan interest	9,675.89
Strauch loan interest	1,081.35
Interest Expense - Other	90.70
Total Interest Expense	10,847.94
Bad Debt Expense	98.25
Charge card fee	1,266.53
Advertising	7,196.94
Marketing Svcs	4,353.67
Bank Charges	348.30
Dues & Subscriptions	2,012.90
Graphic Design	97.50
Insurance	3,017.60
Misc. Expense	162.23
Office Supplies	778.01
Other Equipment	3,331.88
Payroll Expenses	
Emplr FICA & MCARE	1,157.24
FUTA Tax Expense	69.02
NC DES	151.09
VEC Expense	0.00
Wages	10,625.00
Work Comp Ins	1,171.70
Payroll Expenses - Other	-768.87
Total Payroll Expenses	12,405.18

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 02/28/20
 Accrual Basis

**Strauch Fiber Equipment
 Profit & Loss
 January through December 2019**

	<u>Jan - Dec 19</u>
Postage	0.00
Professional	0.00
Promotions	1,550.00
R&D	0.00
Rent - Office	600.00
Repairs & Maintenance	0.00
Sales Tax	38.59
Telephone	904.45
Tooling / Milling	375.00
Trade Shows	1,402.54
Travel	
Auto	3,325.39
Lodging	1,596.45
Meals & Entertainment	<u>2,315.20</u>
Total Travel	7,237.04
Truck & Equipment Rental	1,406.95
Utilities-Office	<u>1,045.93</u>
Total Expense	<u>60,673.34</u>
Net Ordinary Income	12,746.64
Other Income/Expense	
Other Income	
Bank interest earned	<u>0.00</u>
Total Other Income	0.00
Other Expense	
Income Taxes	
Estimated Tax Payments	<u>0.00</u>
Total Income Taxes	<u>0.00</u>
Total Other Expense	<u>0.00</u>
Net Other Income	<u>0.00</u>

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02/28/20
Accrual Basis

**Strauch Fiber Equipment
Profit & Loss
January through December 2019**

	<u>Jan - Dec 19</u>
Net Income	<u><u>12,746.64</u></u>

9:07 AM
02/28/20
Accrual Basis

Fuzzy Ram LLC DBA Nancy's Knit Knacks
Profit & Loss
January through December 2019

	<u>Jan - Dec 19</u>
Ordinary Income/Expense	
Income	
Sales	80,475.99
Shipping and Handling	5,172.14
	<u>85,648.13</u>
Total Income	85,648.13
Cost of Goods Sold	
Cost of Goods Sold	29,375.98
Freight and Shipping Costs	
Fedex	2,771.42
Freight and Shipping Costs - Ot...	2,922.09
	<u>5,693.51</u>
Total Freight and Shipping Costs	5,693.51
Total COGS	<u>35,069.49</u>
Gross Profit	50,578.64
Expense	
Automobile Expense	602.32
Bank Service Charges	2,036.44
Computer and Internet Expenses	527.68
Dues and Subscriptions	1,105.45
Insurance Expense	971.50
Interest Expense	3,590.41
Marketing Services	3,020.00
Meals and Entertainment	183.84
Office Supplies	1,078.31

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02/28/20
Accrual Basis

Fuzzy Ram LLC DBA Nancy's Knit Knacks
Profit & Loss
January through December 2019

	<u>Jan - Dec 19</u>
Payroll Expenses	
FICA Taxes	284.37
Hourly Wages	3,717.20
State Unemployment Tax	37.17
Payroll Expenses - Other	<u>22.30</u>
Total Payroll Expenses	4,061.04
Professional Fees	993.88
Reconciliation Discrepancies	41.45
Rent Expense	1,800.00
Repairs and Maintenance	2,850.57
Telephone Expense	52.31
Travel Expense	328.03
Utilities	<u>588.01</u>
Total Expense	<u>23,831.24</u>
Net Ordinary Income	26,747.40
Other Income/Expense	
Other Expense	
Ask My Accountant	<u>802.00</u>
Total Other Expense	<u>802.00</u>
Net Other Income	<u>-802.00</u>
Net Income	<u><u>25,945.40</u></u>

BUDGET REVISION # 18

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, 2020 and for the duration of the Project Ordinances noted herein.

SECTION 1. To amend the General Fund within the FY 2019-20 Budget Ordinance, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Transportation	10,136	
Public Safety	4,236	
Culture and Recreation	9,160	
Other Financing Uses	7,735	
TOTAL	31,267	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous Revenues	20,976	
Other Financing Sources	10,291	
TOTAL	31,267	-

SECTION 2. To amend the Water and Sewer Fund within the FY 2019-20 Budget Ordinance, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Uses	33,427	
TOTAL	33,427	-

To provide funding for the above, the Water and Sewer revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	33,427	
TOTAL	33,427	-

SECTION 3. To amend the Transportation Fund within the FY 2019-20 Budget Ordinance, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Uses	145,316	
TOTAL	145,316	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous Revenues	145,316	
TOTAL	145,316	-

SECTION 4. To amend the Airport Hangar Replacement Capital Project Ordinance (#650030), the expenditures shall be changed as follows: :

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Projects	479,579	
TOTAL	479,579	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Restricted Intergovernmental Revenues	300,836	
Other Financing Sources	178,743	
TOTAL	479,579	-

SECTION 5. To amend the Capital Reserve Fund within the FY 2019-20 Budget Ordinance, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Uses	16,000	
TOTAL	16,000	-

To provide funding for the above, the Capital Reserve revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	16,000	
TOTAL	16,000	-

SECTION 6. To amend the Murray Basin Sewer Capital Project Ordinance (#803301), the expenditures shall be changed as follows: :

FUNCTIONAL AREA	INCREASE	DECREASE
Water and Sewer Capital Projects	16,000	
TOTAL	16,000	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	16,000	
TOTAL	16,000	-

SECTION 7. To amend the Consortium Home Program Fund within the FY 2019-20 Budget Ordinance, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Economic and Community Development	300,000	
TOTAL	300,000	-

To provide funding for the above, the Consortium Home Program revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous Revenues	300,000	
TOTAL	300,000	-

SECTION 8. To amend the Land Acquisition/Obstruction Removal Runway 6-24 Capital Project Ordinance (#650027), the expenditures shall be changed as follows: :

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Projects	85,085	
TOTAL	85,085	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Restricted Intergovernmental Revenues	77,350	
Other Financing Sources	7,735	
TOTAL	85,085	-

SECTION 9. 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 _____, 2020

Mayor

Clerk