

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

**April 19, 2016**



**7:00 p.m.**



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

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

Hickory City Council  
76 North Center Street

April 19, 2016  
7:00 p.m.

- I. Call to Order
- II. Invocation by Rev. Wil Posey, Associate Pastor, First United Methodist Church
- III. Pledge of Allegiance
- IV. Special Presentations
  - A. Presentation of a Proclamation for Building Safety Month to Members of Hickory Police Department’s Code Enforcement. **(Exhibit IV.A.)**
- V. Persons Requesting to Be Heard
  - A. Mr. Ed Farthing – Concerns with HB2
- VI. Approval of Minutes
  - A. Regular Meeting of April 5, 2016. **(Exhibit VI.A.)**
- VII. Reaffirmation and Ratification of Second Readings. Votes recorded on first reading will be reaffirmed and ratified on second reading unless Council Members change their votes and so indicate on second reading.
  - A. Approval of a Contract to West Carolina Freightliner, LLC in the Amount of \$118,089 for the Purchase of a 2017 Freightliner Tandem Axle Road Tractor with Glider Kit. **(First Reading Vote: Unanimous)**
  - B. Approval of Auditing Contract with Martin Starnes & Associates. **(First Reading Vote: Unanimous)**
  - C. Approval of the Community Relations Council’s Recommendation for Funding of Seven Grants totaling \$7,300. **(First Reading Vote: Unanimous)**
  - D. Budget Ordinance Amendment Number 21. **(First Reading Vote: Unanimous)**
  - E. Grant Project Ordinance Amendment Number 6. **(First Reading Vote: Unanimous)**
  - F. Consideration of Rezoning Petition 16-01 for Approximately .48 Acres of Property Located at 225 S NC Highway 127. The Petition is to rezone the Property from High Density Residential (R-4) to Office & Institutional (OI). **(First Reading Vote: Unanimous)**

- G. Consideration of Rezoning Petition 16-02 for Approximately 2.44 Acres of Property Located at 826 21<sup>st</sup> Street Drive SE, 828 21<sup>st</sup> Street Drive SE, 857 23<sup>rd</sup> Street Court SE, 863 23<sup>rd</sup> Street Court SE, 903 23<sup>rd</sup> Street Court SE and a Portion of 830 21<sup>st</sup> Street Drive SE. **(First Reading Vote: Unanimous)**

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

- A. Approval of a Landscape Grant Agreement in the Amount of \$792.50 to Tar Heel Properties of Hickory, LLC for Property Located at 1091 13<sup>th</sup> Street NE. **(Exhibit VIII.A.)**

*City Council created the Landscape Grant program in 1999 to provide economic incentives for property owners to improve the general appearance of non-residential properties located within the City. The Community Appearance Commission reviews applications for the grant program and forwards a recommendation of approval or denial to City Council. The grants are designed as a reimbursement grant in which the City of Hickory will match the applicant on a 50/50 basis. The maximum grant amount from the City of Hickory is \$2,500. The grant proposal put forth by Tar Heel Properties of Hickory, LLC involves the installation of new landscape materials around the perimeter of an existing commercial office building. The applicant has provided two bids for the landscape installation and qualifies for a \$792.50 grant. The Community Appearance Commission, at their March 28, 2016 regular meeting, voted unanimously (6-0) to recommend funding of the requested grant.*

- B. Approval of a Landscape Grant Agreement in the Amount of \$792.50 to Caddle Investments, LLC for Property Located at 1311 10<sup>th</sup> Avenue Lane SE. **(Exhibit VIII.B.)**

*City Council created the Landscape Grant program in 1999 to provide economic incentives for property owners to improve the general appearance of non-residential properties located within the City. The Community Appearance Commission reviews applications for the grant program and forwards a recommendation of approval or denial to City Council. The grants are designed as a reimbursement grant in which the City of Hickory will match the applicant on a 50/50 basis. The maximum grant amount from the City of Hickory is \$2,500. The grant proposal put forth by Caddle Investments, LLC involves the installation of new landscape materials around the perimeter of an existing commercial office building. The applicant has provided two bids for the landscape installation and qualifies for a \$792.50 grant. The Community Appearance Commission, at their March 28, 2016 regular meeting, voted unanimously (6-0) to recommend funding of the requested grant.*

- C. Approval of a Special Events Activities Application Unifour Area March for Babies, Rebecca Moser, Community Director, March of Dimes, April 23, 2016, 7:00 a.m. to 1:00 p.m., L.P. Frans Stadium, 2500 Clement Boulevard NW, Hickory. **(Exhibit VIII.C.)**

- D. Approval of a Special Events Activities Application, Sails Original Music Series, Dana Kaminske, City of Hickory Communications and Marketing Manager, May 6, 13, 20, 27; June 3, 10, 17, 24; and September 2, 9, 16, 23, 30, 2:00 p.m. to 9:30 p.m., Sails on the Square Stage in Downtown Hickory. **(Exhibit VIII.D.)**

- E. Approval of a Special Events Activities Application, Reading New Testament of Bible, Dr. Kathy Johnson, Pastor, Greater Shekinah Glory Church, May 4, 2016, 7:30 a.m. to 9:00 p.m., Julian G. Whitener Municipal Building. **(Exhibit VIII.E.)**

- F. Approval of a Special Event Activities Application, Wrestling at L.P. Frans Stadium, Pete Subsara, Director of Promotions & Community Relations, June 4, 2016, 10:00 a.m. to 11:00 p.m., L.P. Frans Stadium, 2500 Clement Boulevard NW, Hickory. **(Exhibit VIII.F.)**

- G. Approval of a Special Event Activities Application, Foster Parent Appreciation Day, Megan Hildebran, Foster Parent Recruiter/Trainer, Catawba Social Services, May 21, 2016, 3:00 p.m. to 9:00 p.m., L.P. Frans Stadium, 2500 Clement Boulevard NW, Hickory. **(Exhibit VIII.G.)**
- H. Approval of a Special Event Activities Application, Swinging Under the Stars, Tony Eltora, Executive Director, Hickory Music Factory, May 29, 2016, 12:00 p.m. to 10:30 p.m, Sails on the Square, Downtown Hickory. **(Exhibit VIII.H.)**
- I. Approval of a Special Event Activities Application, Hickory Choral Society (HCS) Pops Concert – Sound of the 60's, Dana Kaminske, Communications & Marketing Manager, May 15, 2016, 2:30 p.m. to 8:30 p.m, Sails on the Square, Downtown Hickory. **(Exhibit VIII.I.)**
- J. Approval of an Agreement for Professional Services with McGill Associates in the Amount of \$196,400 for the Geitner Basin Sewer System Rehabilitation Project. **(Exhibit VIII.J.)**

*The Geitner basin sewer system rehabilitation project consists of complete replacement of the large diameter outfall from Highway 70 at Harvest Bible Church to US Highway 321 along the stream and the second part of the project is a number of point repairs, manhole rehabilitations, service lateral replacements and main line replacements in the area bounded by Highway 70, US Highway 321, 4<sup>th</sup> Street Drive SW, and 2<sup>nd</sup> Avenue SW. This project was approved for funding by the North Carolina Department of Environmental Quality (NCDEQ) State Revolving Fund in the amount of \$3,519,475. The engineering, planning, design, and construction expenses necessary to complete this work are eligible expenses for reimbursement from the State Revolving Loan program and were included in the application package for requested funds. This project has been approved by NCDEQ State Revolving Program for funding. Staff recommends Council's approval of the agreement for professional planning, design, construction administration, and inspections services with McGill Associates for Geitner basin sewer system rehabilitation project in the amount of \$196,400.*

- K. Approval to Apply for a Grant through Firehouse Subs for a Laser-Driven Fire Extinguisher Training System. **(Exhibit VIII.K.)**

*The fire department has offered fire extinguisher training for local businesses for many years. This hands-on training consists of setting a small fire and then having employees extinguish the fire with a dry chemical fire extinguisher. As a method to save funds and reduce pollution, the fire department would like to apply for a grant to purchase a laser-driven fire extinguisher training system. This system eliminates time consuming cleanup and expenses associated with using an actual extinguisher. Using a laser to replicate extinguisher discharge, this new system can be used indoors and will simulate class A, B, and C fires at ten levels. The public and citizens will benefit from this system by eliminating their exposure to hazardous materials and by providing training on proper fire extinguisher use that otherwise would not be provided. The fire department requests approval to apply for a grant through Firehouse Subs for an estimated \$17,105 to purchase the extinguisher training system. There are no matching funds required by the City of Hickory. If awarded the grant, Firehouse Subs would pay 100 percent of this purchase.*

- L. Approval of a Resolution of Support for the Western Piedmont Bicycle Plan. **(Exhibit VIII.L.)**

*The Western Piedmont Council of Governments (WPCOG) has recently completed the Unifour Region's bicycle plan known as the Western Piedmont Bicycle Plan (WPBP). Representatives from the City of Hickory, other regional local governments, and the State have been assisting the WPCOG with this project. Public input was incorporated throughout the planning process. The City's Inspiring Spaces Plan (2014) and Sidewalk, Bikeway, Greenway, and Trail Master Plan (2005) were incorporated into the WPBP.*

*The purpose of the plan is multi-faceted. The plan aims to promote bicycle use as an important alternative transportation mode, increase bicycle infrastructure connectivity, promote bicycle use to all age groups, utilize bicycling to encourage healthier lifestyles, and strengthen the economic impact of bicycling. The plan has been adopted by Alexander, Burke, Caldwell, and Catawba Counties. City Staff have been a part of the planning process as members of the Steering Committee to ensure Hickory was represented throughout the multi-year long process. The plan reflects previous bicycle related planning efforts performed by the City of Hickory, as well as, the Bond Commission's work to ensure a harmonious overlap. Staff recommends City Council adopt a Resolution of Support of the Western Piedmont Bicycle Plan.*

- M. Call for Public Hearing For Consideration of the Community Development Block Grant 2016 Annual Action Plan. **(Authorize Public Hearing for May 3, 2016) (Exhibit VIII.M.)**

- N. Approval of the Microenterprise Grant Agreement with CNC for Hire. **(Exhibit VIII.N.)**

*The 2015-2016 Community Development Block Grant Annual Action Plan has \$10,000 allocated towards assistance for entrepreneurial activities. According to the US Department of Housing and Urban Development, a microenterprise is a business that has fewer than five employees, one of whom is the owner of the business. The program offers grants of up to \$4,000 for low to moderate income business owners for business property, inventory, necessary fixed assets, marketing and business promotion, or other improvements approved by the Business Development Committee. Applicants are required to submit a business plan and have a counseling session with a local business support organization. Bryan O'Neal has applied for a Microenterprise Grant to support and enhance his business, CNC for Hire. The business provides computer controlled cutting services to provide custom wood parts for furniture, signs, moldings, and other items. The Business Development Committee reviewed the application and recommends approval of the grant in the amount of \$3,000. The grant funds will be used for business promotion and additional equipment for the business. The Business Development Committee recommends Council's approval of the Microenterprise Grant agreement with CNC for Hire in the amount of \$3,000.*

- O. Acceptance of the Offer to Purchase City-Owned Property Located at 159 12<sup>th</sup> Street Court SE in the Amount of \$78,000. **(Exhibit VIII.O.)**

*Community Development Block Grant (CDBG) funds were used to purchase and rehabilitate the home located at 159 12<sup>th</sup> Street Court SE. Because the property was purchased and renovated with CDBG housing rehabilitation and purchase program funds, the property must be sold to a low or moderate income buyer and who will occupy the home as a principal residence. Staff has received an offer on the property for \$78,000, which is slightly below the asking price of \$79,900. However, the buyer is asking for the \$2,000 in closing cost assistance. This will help reduce the out of pocket expense for the buyer. The property has been listed for sale with Hickory Real Estate Group since July 2015. Staff feels that this offer is fair in light of the income and owner occupancy restrictions on the home. Since the home is being sold to an income eligible buyer as affordable housing, NCGS §157-9 authorizes the City to sell the property without using a competitive sale or upset bid process. The competitive sale requirement would be incompatible with the income and ownership restrictions that are necessary due to the use of CDBG funds to purchase and rehabilitate the property. Staff recommends acceptance of the offer to purchase City-owned property at 159 12<sup>th</sup> Street Court SE.*

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

*The following request was considered by the Citizens' Advisory Committee at their regular meeting on April 7, 2016:*

- Vickesha Lawrence, 1407 16<sup>th</sup> Avenue NE, Hickory, was awarded a City of Hickory's Housing Rehabilitation Loan in the amount of \$4,310.00. She received

the loan in 2006 and has made payments in a timely manner. The loan amount to date is \$2,325.17. Ms. Lawrence is in need of replacing her plumbing in the house. The Citizen's Advisory Committee recommends approval to increase her loan to \$10,000.00. This would include the remaining \$2,325.17 currently owed with an additional \$7,674.83.

*Funds are budgeted for this item through the City of Hickory's former Rental Rehabilitation program income and/or program income received through the City of Hickory's Community Development Block Grant Program. The Citizens' Advisory Committee recommends approval of the aforementioned request for assistance through the City of Hickory's housing assistance programs.*

Q. Budget Ordinance Amendment Number 22. **(Exhibit VIII.Q.)**

1. *The Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS) approved our FY 2013 Assistance to Firefighters Grant application in the amount of \$1,974,800 (90% Federal \$1,777,320 and Local \$197,480) for equipment purchases of P25 compliant radio equipment. Grant Award EMW-2013-FR-00138. This amendment will allow for closure of the grant and return unspent funds to the General Fund.*

R. Grant Project Ordinance Amendment Number 7. **(Exhibit VIII.R.)**

1. *The Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS) approved our FY 2013 Assistance to Firefighters Grant application in the amount of \$1,974,800 (90% Federal \$1,777,320 and Local \$197,480) for equipment purchases of P25 compliant radio equipment. Grant Award EMW-2013-FR-00138. This amendment will allow for closure of the grant and return unspent funds to the General Fund.*

IX. Items Removed from Consent Agenda

X. Informational Item

XI. New Business:

A. Public Hearings

B. Departmental Reports:

1. Quarterly Financial Report
2. Authorize Staff to Apply for TIGER Grant Funding from the US Department of Transportation. **(Exhibit XI.B.2.)**

*The TIGER Discretionary Grants provide funding of up to 80 percent of project costs in urban areas for surface transportation infrastructure projects that will have a significant impact on the nation, a region, or metropolitan area. There is a \$5 million dollar minimum funding request this year. The City of Hickory's TIGER request for the total project cost will be \$25.4 million dollars. The grant will serve as the catalyst for the City's economic development initiative, which is focused on revitalizing city infrastructure and connecting the Central Business District to surrounding neighborhoods, commerce, recreational and education facilities. The project was discussed as a priority focus area by the City of Hickory during the Inspiring Spaces Master Plan initiative. The City's grant application would focus on improvements along Main Avenue from 4<sup>th</sup> Street NW to Lenoir-Rhyne University, 1<sup>st</sup> Street SW to the Ridgeview Library and Recreation Center, 9<sup>th</sup> Street NW, and Lenoir Rhyne Boulevard SE from Tate Boulevard to I-40. These segments closely represent the connectivity of the Bond Program recently approved by City Council upon recommendation by the Bond Commission. Staff*

*recommends that City Council authorize staff to apply for the TIGER Discretionary Grant in the amount of \$25,400,000 with a cash match of \$6.35 million dollars.*

3. Public Housing Authority
4. Appointments to Boards and Commissions

**CITIZEN'S ADVISORY COMMITTEE**

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

**COMMUNITY RELATIONS COUNCIL**

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

**HICKORY REGIONAL PLANNING COMMISSION**

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

**INTERNATIONAL COUNCIL**

(Appointed by Mayor with the Concurrence of City Council)  
(7) Positions VACANT

Alderman Seaver to nominate Ira Roberts III, as a representative on the International Council.

**PUBLIC ART COMMISSION**

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

**RECYCLING ADVISORY BOARD**

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

**WESTERN PIEDMONT COUNCIL OF GOVERNMENT UNIFORM AIR QUALITY COMMITTEE** (Meets Quarterly, 10:00 a.m. (Third Tuesday in the Month), 1 to ½ hour meetings)

Delegate to replace former Alderman Meisner

- C. Presentation of Petitions and Requests
- XII. Matters Not on Agenda (requires majority vote of Council to consider)
- XIII. General Comments by Members of Council, City Manager or City Attorney of a Non-Business Nature
- XIV. Closed Session Per NC General Statutes 143-318.11(a)(1)(3) to consult with the attorneys regarding the following: (Action on these items, if any, will occur in Open Session)
  1. Approval of Closed Session Minutes of February 16, 2016 - NCGS §143-318.11(a)(1)
  2. Discussion of Litigation – Willie James Grimes vs. City of Hickory, et. al. File No. 5:14-CV—160 - NCGS §143-318.11(a)(3)

XV. Adjournment

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

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

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



## PROCLAMATION Building Safety Month – May 2016

**Whereas**, the City of Hickory’s continuing efforts to address the critical issues of safety, energy efficiency, water conservation, and resilience in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound, and;

**Whereas**, our confidence is achieved through the devotion of vigilant guardians—Hickory Police Code Enforcement Officers and Hickory Fire Prevention and Inspection Officials, architects, engineers, builders, tradespeople, laborers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

**Whereas**, these guardians—dedicated members of the International Code Council—use a governmental consensus process that brings together local, state and federal officials with expertise in the built environment to create and implement the highest-quality codes to protect Americans in the buildings where we live, learn, work, worship, play, and;

**Whereas**, the International Codes, the most widely adopted building safety, energy and fire prevention codes in the nation, are used by most U.S. cities, counties and states; these modern building codes also include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wild land fires, floods and earthquakes, and;

**Whereas**, Building Safety Month is sponsored by the International Code Council, to remind the public about the critical role of our communities’ largely unknown guardians of public safety—our local code officials—who assure us of safe, efficient and livable buildings, and;

**Whereas**, “Building codes: Driving Growth through Innovation, Resilience and Safety” the theme for Building Safety Month 2016, encourages all Americans to raise awareness of the importance of building safe and resilient construction; fire prevention; disaster mitigation, water safety and conservation; energy efficiency and new technologies in the construction industry. Building Safety Month 2016 encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe and sustainable, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies, and,

**Whereas**, each year, in observance of Building Safety Month, Americans are asked to consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

**NOW, THEREFORE, I Rudy Wright, Mayor of the City of Hickory**, on behalf of Hickory City Council, do hereby proclaim the month of May 2016 as

### Building Safety Month

in the City of Hickory. Accordingly, I encourage our citizens to join with their communities in participation in Building Safety Month activities.

Proclaimed this, the 19<sup>th</sup> day of April, 2016.

Rudy Wright, Mayor

A Regular Meeting of the City Council of the City of Hickory was held in the Council Chamber of the Municipal Building on Tuesday, April 5, 2016 at 7:00 p.m., with the following members present:

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

A quorum was present.

Also present were: City Manager Mick Berry, Assistant City Manager Rodney Miller, Deputy City Attorney Arnita Dula, City Attorney John W. Crone, III, Governmental Affairs Manager Yaidee Fox, and City Clerk Debbie D. Miller

- I. Mayor Wright called the meeting to order. All Council members were present.
- II. Invocation by Rev. Mark Andrews, Pastor, St. Luke's United Methodist Church
- III. Pledge of Allegiance
- IV. Special Presentations

- A. Proclamation for National Public Safety Telecommunications Week.

City Manager Mick Berry asked Hickory Police Department's Lieutenant Vidal Sipe and the Telecommunicators to the podium.

Alderman Guess advised that Lieutenant Vidal Sipe would be Captain Sipe at the end of the week.

Council congratulated Lieutenant Sipe.

Mayor Wright commented that when you call with an emergency, these are the folks that make sure that the right people get there in the shortest amount of time, and they are also responsible for interrupting the emergency to give the officers clues about potential dangers to the officers. It is a very important job, and one that takes a lot of patience. There is a little stress involved at all times and sometimes a lot of stress. He read and presented a Proclamation for National Public Safety Telecommunications Week to Lieutenant Vidal Sipe and the Telecommunicators in attendance.

Lieutenant Sipe recognized the Police Department's Telecommunicators: Supervisors Shelley Davis and Nicole Sain, Samatha Smith, Mickey Lafone, Holly Page, Erin Gross, Jeanne Davis, Jena Halcomb, Kay Weaver, Rebecca Ward, Regina Lee, Tammy Curtis, Vickie Mosteller (retiree), Summer Andrews, Bruce Teague, Camille Dockery, Kathy Ferrell, and Ladashia Dula. He told a story about a recent event that the Telecommunicators had went through in which they stayed over for about an hour or hour and a half just to make sure that rotation of officers involved in the pursuit got out safely. Some of them had been put in for awards. They are proud of the job that they do not only for the community and the citizens, but also for their fellow workers. He thanked them for the job that they do at the Police Department.

Mayor Wright confirmed there was 17 Telecommunicators.

Lieutenant Sipe advised 17 full-time and one part-time for a total of 18.

Mayor Wright commented that it is very important that it is manned 24/7. The thanked them and commended them on a good job.

- B. Proclamation for Fair Housing Month.

Mayor Wright read and presented a Proclamation for Fair Housing Month to Mike Kelly Jr.

- C. Presentation of a Proclamation for Volunteer Week in Catawba County to Cheryl Abee, Director, Volunteer Center/Information & Referral Catawba County United Way.

Mayor Wright read and presented a Proclamation for Volunteer Week in Catawba County to Cheryl Abee, Director, Volunteer Center/Information & Referral Catawba County United Way. He commented that Ms. Abee was a representative who represents all of the volunteers and all of the volunteer organizations as a devoted member of the United Way center.

Ms. Abee advised this is a national recognition effort for next week for United Way worldwide. They try to matchup volunteers throughout Catawba County with opportunities that their non-profits need. Not just agencies supported by United Way, but any non-profits that need volunteers in the County. She commented that there were volunteers in the room that were recognized and from the City that have volunteered for them on their behalf. She thanked Council for acknowledging this.

April 5, 2016

Mayor Wright advised that Council had been provided with a handout for the Parade of Homes for 2016.

V. Persons Requesting to Be Heard

VI. Approval of Minutes

A. Regular Meeting of March 15, 2016

Alderman Tarlton moved, seconded by Alderman Zagaroli that the Minutes of March 15, 2016 be approved. The motion carried unanimously.

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

B. Special Meeting of March 21, 2016

Alderman Seaver moved, seconded by Alderwoman Patton that the Minutes of the Special Meeting of March 21, 2016 be approved. The motion carried unanimously.

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

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

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

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

A. Approval of a Community Appearance Grant for Non-Residential Property Owned by Rahe Bryce, LLC Located at 200 2nd Street NW in the Amount of \$3,897.50. (First Reading Vote: Unanimous)

B. Contract Addition with Freese Nichols in the Amount of \$27,000. (First Reading Vote: Unanimous)

C. Budget Ordinance Amendment Number 19. (First Reading Vote: Unanimous)

D. Budget Ordinance Amendment Number 20. (First Reading Vote: Unanimous)

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

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

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

A. Approved a Proclamation for Arbor Day, April 23, 2016.

A. Approved a Proclamation for Lineman Appreciation Day, April 18, 2016.

C. Approved a Proclamation for Child Abuse Prevention Month.

D. Approved Special Events Activities Application Downtown Hickory Shuck & Peel Party, Connie Kincaid, HDDA Executive Director, November 12, 2016, 6:00 a.m. to 11:00 p.m., Union Square.

E. Approved Special Events Activities Application A Hickory Holiday, Connie Kincaid, HDDA Executive Director, December 15, 2016, 3:00 p.m. to 8:00 p.m., Union Square.

F. Approved on First Reading a Contract to West Carolina Freightliner, LLC in the Amount of \$118,089 for the Purchase of a 2017 Freightliner Tandem Axle Road Tractor with Glider Kit.

Staff requests approval of the contract with West Carolina Freightliner, LLC in the amount of \$118,089 for the purchase of a 2017 Freightliner Tandem Axle Road Tractor with Glider

Kit. The Solid Waste Department uses tandem axle road tractors to pull trailer loads of garbage from the transfer station daily to the Catawba County Landfill. This equipment is an essential function of the Solid Waste Division as a whole and must be operational for the transfer station facility to properly operate as a central, cost saving measure for all solid waste trucks to unload collected garbage from around the City. The approved capital budget for purchase of this tandem axle road tractor was \$110,000. A required wet kit to run the hydraulics of the compaction trailers is \$8,089. The cost for the wet kit will be covered from unused money from another under budget line item. Staff recommends approval of the contract with West Carolina Freightliner, LLC in the amount of \$118,089. In accordance with North Carolina General Statute 143-129(e)(6), the department requests Council to approve this purchase under the sole source provision as an exception instead of a public bid process.

- G. Approved the Request from Hickory Police Department to Award Police Badge and Service Weapon to Retiring MPO Mike Beach.

By authority of NC General Statute §20-187.2, City Council may award the service weapon (Glock Model 19-Serial #UVZ991) and police badge to retiring MPO Mike Beach upon his retirement from Hickory Police Department on May 1, 2016 after completing 30 years of qualifying service with Hickory Police Department. Upon approval from City Council, the police badge and service weapon will be declared surplus and removed from the City's fixed asset inventory.

- H. Accepted the North Carolina Department of Transportation – Division of Aviation Grant 36244.33.13.1 in the Amount of \$90,000 for Approach Land Acquisition and Obstruction Removal.

On November 5, 2013 City Council approved the Hickory Regional Airport's Transportation Improvement Program Submittal for FY2015-2021 to the North Carolina Department of Transportation (NCDOT). It included specific future capital project improvements for the airport. Land acquisition and obstruction removal was part of that submittal indicating acquisition of additional land as needed and obstructions removed to allow for a safe glide path for a 600 foot extension of Runway 6. By a letter dated February 22, 2016, the NCDOT has allocated State funds via grant 36244.33.13.1 with the State share of \$90,000 and the local share of \$10,000 for land acquisition and obstruction removal. Staff recommends City Council's acceptance of grant 36244.33.13.1 in the amount of \$90,000 from the North Carolina Department of Transportation.

- I. Approved the Appointment of Sandy Jones to City of Hickory Tax Collector for an Additional Two-Year Term.

Staff requests approval to reappoint Sandy Jones, current Grants and Projects Coordinator in the Finance Department, as City of Hickory Tax Collector for an additional two-year term. In order to comply with Chapter 105 of the North Carolina General Statutes, the City should appoint a designated Tax Collector for the municipality to cover the additional tax duties at the City level. The City of Hickory is currently responsible for printing, mailing, collecting, answering taxpayer inquiries, advertisement, and enforcing collections procedures for the City of Hickory within Burke and Caldwell counties. The City appointment will have no impact on the current Catawba County Tax Collector designation for all other City of Hickory taxes. Staff recommends reappointing Sandy Jones as City of Hickory Tax Collector for an additional two year term.

- J. Approved on First Reading Approval of Auditing Contract with Martin Starnes & Associates.

The North Carolina Local Government Commission does not require formal bid requirements for auditing services due to the professional relationship formed between auditors and clients over an extended work history. The Secretary of the Local Government Commission approves all local government contracts for audit or audit-related work. Martin Starnes & Associates offers a competitive rate for their services and is widely known for their professional staff and service through the local government community. The City of Hickory has utilized the services of Martin Starnes & Associates for the past several years with excellent results. Martin Starnes & Associates was also contracted to produce the City's Comprehensive Annual Financial Report at a substantial cost savings from previous years. Staff recommends approval to accept the auditing contract with Martin Starnes & Associates for fiscal years ending June 30, 2016 – 2018. Total fees for Audit, Financial Preparation, and AFIR for 2016 - \$56,000; 2017 - \$57,675, and 2018 - \$57,675.

- K. Approved on First Reading Community Relations Council's Recommendation for Funding of Seven Grants totaling \$7,300.

As part of the Community Relations Council work plan and annual budget process, the Community Relations Council (CRC) receives funds to disperse during the fiscal year through the CRC's grant process. Non-profit agencies working with diverse populations in

Hickory are eligible for grant funding. The grant proposal must show how the program under consideration fits into the CRC’s goals and mission and how the program will serve to improve human relations in the Hickory area. For the spring 2016 grant cycle, the CRC received twelve grant applications for projects totaling \$15,250, and is recommending approval of seven of the grants totaling \$7,300. The seven grants include: Women’s Resource Center - \$750; Safe Harbor Rescue Mission - \$750; Council on Adolescents of Catawba County, Inc. - \$1,300; Hickory Community Theatre - \$1,500; Catawba Valley Quilters Guild - \$800; Lenoir-Rhyne University Office of Multicultural Affairs - \$1,000; and Hickory Public Schools - \$1,200. Community Relations Council recommends Council’s approval for funding of the seven grants listed totaling \$7,300.

- L. Approved on First Reading Budget Ordinance Amendment Number 21.

ORDINANCE NO. 16-14  
BUDGET ORDINANCE AMENDMENT NO. 21

BE IT ORDAINED by the Governing Board of the City of Hickory, that pursuant to Section 15 of Chapter 159 of the General Statutes of North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2016.

SECTION 1. To Amend the General Fund, the expenditures are to be changed as follows.

FUNCTIONAL AREA	INCREASE	DECREASE
Culture & Recreation	12,400	-
Public Safety	-	102
Other Financing Uses	102	-
Economic & Community Development	6,955	-
TOTAL	19,457	102

SECTION 2. To Amend the General Fund revenues for the above, the revenues will be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	6,655	-
Miscellaneous Revenue	12,700	-
TOTAL	19,355	-

SECTION 3. Copies of the budget ordinance amendment shall be furnished to the Clerk of the Governing Board, and to the City Manager (Budget Officer) and the Finance Officer for their direction.

- M. Approved on First Reading Grant Project Ordinance Amendment Number 6.

ORDINANCE NO. 16-15  
GRANT PROJECT ORDINANCE AMENDMENT NO. 6

BE IT ORDAINED by the Governing Board of the City of Hickory that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, that the following amendment be made to the grant project ordinance for the duration of the project.

SECTION 1. To amend the Grant Project Fund expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Public Safety	102	-
TOTAL	102	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	102	-
TOTAL	102	-

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

- IX. Items Removed from Consent Agenda – None
- X. Informational Item
- XI. New Business:
  - A. Public Hearings

1. Approved on First Reading Consideration of Rezoning Petition 16-01 for Approximately .48 Acres of Property Located at 225 S NC Highway 127. The Petition is to rezone the Property from High Density Residential (R-4) to Office & Institutional (OI).

Dr. Grace Auten has petitioned for the rezoning of approximately .48 acres of property located at 225 South NC Highway 127. The petition is to rezone the properties from high density residential (R-4) to office and Institutional (OI). The Hickory by Choice 2030 Comprehensive Plan classifies the vicinity as high density residential. The rezoning of the subject properties to office and institutional (OI) is consistent with the goals and policies contained within the Hickory by Choice 2030 Comprehensive Plan. The Hickory Regional Planning Commission conducted a public hearing on February 24, 2016 and voted unanimously (7-0) to affirm the petition's consistency with the Hickory by Choice 2030 Comprehensive Plan, and recommended City Council's approval of the petition. Staff concurs with the Commission's findings and recommendations.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on March 25, and April 1, 2016.

City Manager Mick Berry asked the City's Planner Ross Zelenske to the podium to present Council with Rezoning Petition 16-01.

Planner Ross Zelenske presented Council with a PowerPoint presentation. He advised Council that he was a new planner and had been with the City for approximately 10 months. He discussed rezoning petition 16-01. The applicant was Dr. Grace Auten. The consideration was to rezone .48 acres of property located at 225 NC Highway 127 South from High Density Residential (R-4) to Office & Institutional (OI). The property is currently a vacant lot that is planned for potential expansion of the neighboring medical center to the north of the property. He showed on a map the location of the property. He pointed out the intersection of 2<sup>nd</sup> Avenue and 127, the Rudisill Family Practice, Christ Lutheran Church, and the Kenworth neighborhood. The Hickory by Choice plan identifies this area as High Density Residential, which is consistent with R-4 and OI zoning designations. High Density Residential is characterized as small build lots, short building setbacks, pedestrian friendly roads near mixed use and commercial areas. The Hickory by Choice 2030 plan indicates that office uses are appropriate along major thoroughfares and transitional areas. Office & Institutional Districts permits offices, clinics, personal service businesses, which are businesses geared towards personal needs such as a laundry, grooming, or a hair salon. Office & Institutional also permits public institutions and includes residential uses, at a rate of single-family four units per acre, multi-family at 30 units per acre. He showed the Hickory by Choice future land use map. He pointed out on the map the High Density Residential area; to the north the revitalization area, currently Transportation Insight; the Central Business District, and Sally Fox Park. He showed the current zoning for the area which was R4 High Density Residential. To the north of it was Office and Institutional (OI). He advised that this property would be rezoned to OI. He pointed out to the far north the general business area and C1 which was central business. He noted that this property is in a zoning overlay district, Kenworth neighborhood preservation overlay. This overlay deals with infield development and making sure that it is compatible with some of the older neighborhoods such as Kenworth. This overlay would remain with this proposal. The Hickory Regional Planning Commission considered the petition in February. The agent spoke in favor of the petition while no one spoke in opposition. Upon consideration the Planning Commission found it to be consistent with the Hickory by Choice plan and voted unanimously (7-0) to recommend approval to City Council. Staff concurred with this finding.

Mayor Wright commended Mr. Zelenske on his presentation. He explained the rules for conducting the public hearing. He declared the public hearing open and asked if there was anyone present to speak in opposition to the proposal. No one appeared. He asked if there was anyone present to speak in favor of the proposal.

Mr. Marty Mull, 1624 Terra Cotta Drive, Hickory, NC, representing Dr. Grace Auten in the purchase of the property, advised that Dr. Auten could not be present and asked him to be her spokesperson. He spoke in support of the rezoning request. This lot is immediately south of an office building that Dr. Auten helped to manage for several years which is owned by her husband and his associates. The office building tenants included a medical practice and tax service office, both which are very active and growing. Years ago a home on this lot fell under severe disrepair and eventually was removed. It has remained empty and the lot has been for sale without a buyer under its current residential zoning. Dr. Auten feels that this lot would be most suitable as an area for expansion for the office building and for parking. She feels that development of this lot under current landscaping and

building codes would enhance its appearance of the office building as well as a busy corridor to Hickory. He commented that they appreciated the time and effort put forth by the members of the Planning Commission and City Council and he hoped that they would consider this request. Dr. Auten was hopeful that the zoning request would be approved.

Mayor Wright asked if anyone else wanted to speak for the proposal. No one else appeared. He closed the public hearing.

Alderman Guess moved, seconded by Alderwoman Patton approval of rezoning petition 16-01 for property located at 225 S NC Highway 127. The motion carried unanimously.

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

#### ORDINANCE NO. 16-16

AN ORDINANCE OF THE HICKORY CITY COUNCIL AMENDING THE HICKORY OFFICIAL ZONING ATLAS TO REZONE APPROXIMATELY 0.48 ACRES OF PROPERTY LOCATED AT 225 SOUTH NORTH CAROLINA HIGHWAY 127 FROM HIGH DENSITY RESIDENTIAL (R-4) TO OFFICE AND INSTITUTIONAL (OI).

WHEREAS, Article 2, Section 2.2 of the Hickory Land Development Code provides for amendments to the Official Zoning Atlas; and

WHEREAS, the City has been petitioned to rezone approximately 0.48 acres of property located at 225 S NC Highway 127, more particularly described on Exhibit A attached hereto, to allow an Office & Institutional District; and

WHEREAS, the Hickory Regional Planning Commission considered the proposed rezoning during a public hearing on February 24, 2016 and forwarded a recommendation of approval to the City Council; and

WHEREAS, Article 2 of the Hickory Land Development Code requires a finding that proposed rezoning is in response to changing conditions and is reasonably necessary to promote the public health, safety and general welfare; and

WHEREAS, the City Council has found Petition 16-01 to be in conformance with the City's Land Development Plan and Zoning Ordinance,

NOW, THEREFORE, BE IT ORDAINED by the City Council of Hickory, North Carolina, THAT THE REZONING OF THE PROPERTY DESCRIBED IN EXHIBIT A is approved.

#### SECTION 1. Findings of fact.

1. The subject property is located at 225 S NC Highway 127, and further identified as PIN(s) 3702-07-78-4384.
2. The rezoning request is intended to further implement the findings and recommendations of the Hickory by Choice 2030 Comprehensive Plan.
3. The rezoning of the property is consistent with the Hickory by Choice 2030 Comprehensive Plan.

SECTION 2. All ordinances or provisions of the Hickory City Code which are not in conformance with the provisions of the Amendment occurring herein are repealed as of the effective date of this Ordinance.

#### SECTION 3. Consistency Statement

Upon considering the matter, the Hickory City Council found:

1. The Hickory by Choice 2030 Comprehensive Plan classifies the area as High Density Residential. The High Density Residential future land use classification is characterized as an area with small build lots, short building setbacks, and pedestrian friendly roads near mixed use and commercial areas. The classification includes small lot single-family residential, all forms of multi-family residential, open space, and institutional uses. (HBC 2030, Pages 3.6 and 3.8). Hickory by Choice 2030 goes on to list the OI district as being an implementing zone for this specific future land use classification (HBC 2030, Page 3.6).

2. The subject property is shown by Hickory by Choice 2030 to be within an area that is intended to provide for high density residential land uses that serve as areas offering a range of housing forms, while being in close proximity to neighborhood-scale shopping and office employment centers. The future use of the property as the location of an office and institutional use implements the HBC 2030 plan.

Based upon these findings, the Hickory City Council has found Rezoning Petition 16-01 to be consistent with the findings and recommendations of the Hickory by Choice 2030 Comprehensive Plan.

SECTION 4. This Ordinance shall become effective upon adoption.

2. Approved on First Reading Consideration of Rezoning Petition 16-02 for Approximately 2.44 Acres of Property Located at 826 21<sup>st</sup> Street Drive SE, 828 21<sup>st</sup> Street Drive SE, 857 23<sup>rd</sup> Street Court SE, 863 23<sup>rd</sup> Street Court SE, 903 23<sup>rd</sup> Street Court SE and a Portion of 830 21<sup>st</sup> Street Drive SE.

US Conec, LTD has petitioned for the rezoning of approximately 2.44 acres of property located at 826 21<sup>st</sup> Street Drive SE, 828 21<sup>st</sup> Street Drive SE, 857 23<sup>rd</sup> Street Court SE, 863 23<sup>rd</sup> Street Court SE, 903 23<sup>rd</sup> Street Court SE and a Portion of 830 21<sup>st</sup> Street Drive SE. The petition is to Rezone the Properties from High Density Residential – 4 (R-4) to Industrial (IND). The Hickory by Choice 2030 Comprehensive Plan classifies the vicinity as industrial. The rezoning of the subject property to industrial is consistent with the goals and policies contained within the Hickory by Choice 2030 Comprehensive Plan. The Hickory Regional Planning Commission conducted a public hearing on February 24, 2016 to consider the petition and voted 7-0 unanimously to affirm the petition's consistency with the Hickory by Choice 2030 Comprehensive Plan and recommended City Council approve the petition. Staff concurs with the Commission's findings and recommendations.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on March 25, and April 1, 2016.

City Manager Mick Berry asked the City's Planning Manager Cal Overby to the podium to present Council with Rezoning Petition 16-02.

Planning Manager Cal Overby presented Council with a PowerPoint presentation. He discussed rezoning petition 16-02. The petition was submitted by US Conec, LTD with the agent being Mr. Russ Granger, VP of Operations. The request was to zone approximately 2.44 acres of property located at 21<sup>st</sup> Street Drive SE on Sweetwater Road and 23<sup>rd</sup> Street Court SE, which is off of Sweetwater Road from R-4 Residential to Industrial. The intention of the rezoning request was to provide additional properties for US Conec to do a future expansion to be occupied as an industrial facility on Sweetwater Road. He pointed out on the PowerPoint presentation a map which was the Hickory by Choice 2030 future land use plan. He pointed out McDonald Parkway toward I40, and Sweetwater Road before you cross over I40. He showed the subject property and noted that it was classified as industrial by the future land use map. He discussed the petition's consistency with the Hickory by Choice 2030 plan. The entire area was considered future industrial expansion area for the City of Hickory's manufacturing, assembly, warehousing, and distribution base. He advised that Staff found it to be consistent with the Hickory by Choice 2030 future land use plan. He pointed out on an aerial photo the property in which US Conec was in the process of occupying for the manufacturing process. He pointed out the subject property and advised that they are part of an older residential subdivision that is immediately adjacent to the properties. He advised that in total there were six properties. They would potentially be rezoned from Residential to Industrial. The area was predominately industrial with a pocket of a residual subdivision. He pointed out the residences in this area and also a church. At the February meeting the Hickory Regional Planning Commission considered this item and recommended unanimously that Council approve. Staff concurred with the Planning Commission's recommendation.

Alderman Seaver asked if the area behind the property had already been rezoned.

Mr. Overby advised that it would remain residential.

Alderman Seaver confirmed that it would remain residential.

Mr. Overby responded yes sir.

Mayor Wright interjected High Density Residential.

Mr. Overby replied yes, and there are existing residences there at this point in time. He pointed out the existing residences on the map.

Alderman Seaver questioned another area on the map.

Mr. Overby advised it was a church. He commented that church had talked about expanding their facility at one point in time but it didn't get very far past them trying to do the planning of it.

Mayor Wright declared the public hearing open and asked if there was anyone present to speak in opposition to the proposal.

Mr. William Trivette, advised that he lived at 822 21<sup>st</sup> Street Drive SE, off of Sweetwater Road. He commented that he was speaking for the five other people that live on that street who were in disagreement with that petition. He stated that US Conec had promised them that they would close all drives from 23<sup>rd</sup> Street Court on the left hand side and enter in some other way to the land, and put up a tree boundary. They wanted to know when it would take place, or how long they would have to wait for this. He advised that there was a business there, which John Precup put up and he did not go through the proper steps. They had to go to go into court later on to try and get it opened up. Mr. Trivette's understanding was that he opened it up as his own private garage and then put the name of Car Surgeon on it. They wanted to know where they stood with this. He commented that a lot of this had been fished to the circle, with no straight answers to the people who live there. He advised that he lived in the first house on Sweetwater Road, and he plans to stay there until he dies, or comes to a big sale one.

Alderman Guess asked if his primary concern was adding the trees. He asked if that was his only concern.

Mr. Trivette responded no sir. His primary concern was the trees and the closing of the other roads where they promised in a petition that Judge Kincaid looked at. They promised that they would shut all drives to that land, nothing to be open on the left hand side of 23<sup>rd</sup> Street Court. Right now there are driveways open to that shop, to the houses and no efforts to be made to close anything there.

Mr. Tarlton asked Mr. Overby to display the satellite map. He asked Mr. Trivette where he lived at on the map.

Mr. Trivette showed Council where he lived. He advised the location of the street that they had promised them that they would have no interest whatsoever in on that side of the street. They are making no efforts to close that entrance.

Alderwoman Patton asked if they promised him in a legal document.

Mr. Trivette presented his documentation to Alderwoman Patton.

Mayor Wright confirmed that Mr. Trivette was not protesting the rezoning as long as they would do what they told him they would do.

Mr. Trivette stated that he was protesting that if they were going to rezone then he would like for them to meet their agreement to close off the entrance to the property.

Mr. Tarlton responded that they would only enter from Sweetwater Road then.

Mr. Trivette replied yes sir.

Mayor Wright requested City Attorney John Crone look at the documentation presented by Mr. Trivette. Mayor Wright commented that they were looking for legality of it, but Council would expect them to carry through on their understanding.

Alderman Guess asked if anyone was present from the company.

City Attorney John Crone examined the documentation and asked Mr. Trivette if he was a party to the litigation.

Mr. Trivette stated that he was. He advised that he hired an attorney to represent the group of other residents that live in the neighborhood there. They were against the whole lifting of the restrictions of the property.

Mr. Crone commented that they agreed to that as part of the settlement agreement. He advised that it says that US Conec agrees to install vegetative screening at or near the boundary lines between lots 8 and 9. He asked for that area to be shown to Council on the map.

Mr. Overby advised that he did not know the exact lot numbers. He had not seen or heard of the agreement.

Mr. Crone commented at or near the edge of 23<sup>rd</sup> Street Court SE.

Mr. Trivette advised that lots 8 and 9 would be near the end. He identified lots 2 and 4, and John Precup's as 6 and 8, and Thao as 8 and 9.

Mr. Crone commented that they had agreed to install vegetative screening at or near the edge of 23<sup>rd</sup> Street Court SE. He asked if he was okay with that.

Mr. Trivette replied yes sir.

Mr. Crone continued, this vegetation when fully mature shall be at least 8 feet tall. He asked Mr. Trivette if he was okay with that.

Mr. Trivette confirmed that he was.

Mr. Crone continued, they agreed that there would be no vehicular traffic access from 23<sup>rd</sup> Street Court SE to any lots 4 through 8 or the property US Conec already owns. He asked Mr. Trivette if he agreed with that.

Mr. Trivette agreed with that, but they had made no effort whatsoever to close any of those drives.

Alderman Tarlton interjected or plant the hedge.

Mr. Trivette responded right.

Mr. Crone continued, it says with respect to the concern about building near the owners of lot 9, the Woody defendants, US Conec on behalf of itself agrees and commits to them there shall be no buildings built on lot 8, no buildings on lot 7. He asked if they executed a release for the restrictive covenants.

Mr. Trivette commented that Precup did. He executed for release on the covenants. They went before Judge Kincaid and he overheard it and they settled with them.

Mr. Crone asked Mr. Trivette if he was represented by Counsel when he entered into the agreement.

Mr. Trivette advised that was correct.

Mr. Crone continued, if the terms and conditions of the agreement are meet . . .

Mr. Trivette interjected then he had no problem with it.

Mr. Crone asked him if his lawyer had told him that the agreement was binding.

Mr. Trivette confirmed that he had, but there was no efforts being made to close anything. The garage is still operating on a full day to day basis from 6:00 in the morning to 5:30 or 6:00 at night.

Mr. Crone asked Mr. Trivette if he had talked to his lawyer about it.

Mr. Trivette responded no sir, no yet, he didn't know that he needed to.

Mr. Crone commented that if the terms and agreements of the settlement agreement, which is assumed had either been put into a court order or there had been a dismissal of the lawsuit as a result of this. If the terms and conditions of this agreement are met he asked if he had any reservations or objections about the rezoning.

Mr. Trivette responded no sir.

Mr. Crone asked Mr. Trivette if he realized that Council could not cause the settlement agreement necessarily to be abided by. That would be with the court system. He commented that it looked like he had gone through some good efforts

and was well represented, and got the outcome that they desired. If you settle something nobody is happy, but it is give and take.

Mr. Trivette commented that Mr. Precup served everybody with a civil summons, instead of coming like a neighbor and a man to ask everybody to gather up and ask them if they would consider lifting the restrictions. He threw them all a civil summons. That is where that came about.

Mr. Crone commented that he was glad that he got that resolved and it looked like he was well represented and everybody ended up resolving the issues among the respective property owners.

Mr. Trivette asked if he needed to contact his attorney with the closing of the street and driveways.

Mr. Crone commented that he did not see anything about closing the street, he thought that they had agreed not to use that particular street.

Mr. Trivette commented that was what he was talking about. They are using that street to get into the places on the left. The man said that they would have no access to the places from the left hand side of that street.

Mr. Crone commented that he thought that it would be prudent for Mr. Trivette to make an appointment with his lawyer and talk about his concerns about whether this particular settlement agreement and its terms are being faithfully abided by, by all parties.

Mayor Wright asked if he had expressed his concerns with US Conec.

Mr. Trivette responded not yet.

Mayor Wright commented that he might start with that, before he went to his lawyer.

Alderwoman Patton questioned the date of the legal document.

City Manager Mick Berry advised January 26, 2016.

Alderman Tarlton asked if there was a timeline on it.

Alderman Zagaroli asked if the City had any responsibility in closing off those access.

Mr. Crone replied, not unless or until a party would request that in a formal form. He was not sure that document required "closing of a street".

Alderman Lail commented that the City had, in the zoning ordinance, the ability to do a planned industrial development, which could address issues such as access and vegetation and all of that before Council, which is binding by the City. He asked Mr. Overby if that was correct, if the City had a planned industrial district.

Mr. Overby responded yes sir we do. He suggested that Council hear what Mr. Granger had to say.

Mr. Crone commented that it looked like the agreement was contingent on the later acceptance of the missing defendants Lu Guang Ru and Mu Lan Zhu. He asked if that had been . . .

Mr. Trivette interjected that had been taken care of.

Mr. Crone asked if they had agreed to it as well.

Mr. Trivette replied yes sir.

Mr. Crone and Mayor Wright thanked Mr. Trivette.

Mayor Wright stated that speaking in favor of this proposal was Mr. Russ Granger.

Mr. Russ Granger, 4501 Gilbert Road, Vale, NC, commented that it was an exciting time for US Conec and he appreciated Council's support for their strategic growth plan as Mr. Overby mentioned they are a year away from moving into the 80,000 square foot building. The additional property that they are in the process of acquiring allows them to add another 40,000 foot in the near future, hopefully within the five year timeframe. That is on top of the 40,000 square feet that they

already own down the street. A growth plan for telecommunications and US Conec here in Hickory. He appreciated Council's support in rezoning. He clarified they currently don't own the property. Getting it rezoned industrial was contingent on them owning the property. That was why they were going through this process. If Council was in favor of the rezoning then the purchase agreement would go through this Friday. At that point Mr. Precup would no longer run his garage. That was a condition of closing the property as the settlement agreement was read, and the deed restrictions were lifted by a Superior Court Judge. He advised that he could share the paperwork to close the whole settlement agreement. As the settlement agreement said when they sat down in mediation with the property owners, they will certainly put up a hedge row. They want to be good neighbors. They are not interested in causing more grief with people living next to them, they want to be good partners in this. They agreed not to extend their building close to one of the properties next to the small area that they already own that was a right of way. They also agreed not to use that intended right of way to drive in and out of their parking lot. There is no access and there is no planned access to that road with their company as part of the settlement agreement. He asked if Council had questions.

Alderman Tarlton commented that US Conec would be planting the hedge that Mr. Trivette was asking for.

Mr. Granger stated that was in the agreement, it has to be eight foot tall over time to keep them separated from the neighbors.

Alderman Guess commented that the only reason that this hasn't been done is because they do not now own the property.

Mr. Granger confirmed that was correct, they are just going through the process.

Alderman Zagaroli asked if their intention was if they owned the property they would go ahead with that.

Mr. Granger stated that it is part of the construction of the 80,000 square foot building before they could move in. Because of the nature of what they do, they are a precision measurement, down to the micron level, vibration means everything. The grading of the acquired property has to be all done in the next year and in that process all the hedge rows will go up and everything will be sealed off from the adjacent properties as promised in the agreement.

Alderman Patton commented and the garage disappears.

Mr. Granger advised that all of those structures will be coming down.

Mayor Wright asked Mr. Trivette if he wanted to offer any rebuttal.

Mr. Trivette commented that the only thing left was that US Conec told Mr. Precup that they would not buy his land unless all restrictions and they could get the rezoning of that property. Instead of Mr. Precup waiting until he gets everything settled after he is so quick to serve everybody with a civil summons, he goes to Mountain View and has a \$338,000 house built and now he is wanting to close it.

Mayor Wright asked Mr. Granger if there was anything pertinent that he would like to add as surrebuttal to that.

Mr. Granger did not want to add anything.

Mayor Wright closed the public hearing.

Alderman Lail commented that Council was going to rezone to a by-right use, which means whatever US Conec says they are going to do, Council could take it in good faith, but if another user comes they are only required to do what is stipulated in the City's zoning ordinance which would not specify driveways, and hedges. He commented that Council had learned that there was an actual court order which requires that. He asked if Council was satisfied that court order will stand and is in place.

Mr. Crone stated that it looks like US Conec moved to be an interested party in this based on the option to purchase. He asked Mr. Granger if that was correct.

Mr. Granger advised that was correct. They supported the Thao Ker and Precup lawsuit; that is what generated the settlement agreement. In order for them to acquire the property and get title insurance they had to get an agreement from the neighbors to release the restrictions.

Mr. Crone asked if they had already been done.

Mr. Granger confirmed it had been done.

Mr. Crone commented that it looked like US Conec was a party in the settlement agreement. He asked if that was correct,

Mr. Granger confirmed it was.

Mr. Crone commented that he assumed that dismissals had been taken with prejudice as to the issues raised in the pleadings. He asked if that was right.

Mr. Granger has Mr. Crone to explain.

Mr. Crone clarified the case is over.

Mr. Granger commented the case is over.

Mr. Crone commented it has been dismissed.

Mr. Granger replied yes.

Mr. Crone commented it is not on a court calendar.

Mr. Granger replied that is exactly right.

Mr. Crone commented you got a settlement agreement.

Mr. Granger replied that is exactly right.

Mr. Crone commented that the terms of the settlement agreement requires US Conec to do the things that Mr. Trivette said that he wanted done and are going to be done.

Mr. Granger replied absolutely.

Mr. Crone continued by whoever the predecessor interest, and they are a party to this and would be bound by this agreement.

Mr. Granger responded that is right.

Alderman Lail asked if US Conec was not the owner, if they sold the property, would they be bound by that agreement.

Mr. Crone commented that he was not sure that they would.

Alderman Tarlton commented that this didn't take the place of the deed restrictions or the covenants.

Mr. Crone commented that it looks like the deed restrictions have already been lifted the way he read the settlement agreement.

Alderman Tarlton asked if that document took the place.

Mr. Crone commented that there was obviously a dispute among the property owners as their ability to do what they were trying to do here. He advised that this was the next thing in line that they would need to do in order to complete their plan, but they couldn't do that less or until this issue was resolved among the parties.

Mr. Granger offered documentation from the Superior Court file.

Mr. Crone advised he did not need to review them.

Alderman Guess asked if Mr. Granger had any intentions to sell the property.

Mr. Granger responded no absolutely not. They need that for their growth and expansion.

Alderman Tarlton asked what US Conec was. What do they do?

Mr. Granger advised that US Conec was a precision molder for the telecommunications industry. They are half owned by Corning here in Hickory.

Alderman Tarlton asked if they made circuit boards.

Mr. Granger replied no, precision molded parts, connectors for fiber optic, high density connectors.

Alderman Tarlton commented that he was glad they chose Hickory.

Alderman Zagaroli asked how many more employees they would be hiring.

Mr. Granger advised right now they have 120 people full-time and another 20 temporary workers, they average about 10 additions a year. Slow steady growth, which is what they want.

Alderman Seaver moved, seconded by Alderman Guess approval of rezoning petition 16-02 for approximately 2.44 acres. The motion carried unanimously.

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

Mayor Wright commented that he hoped that they ended up with two very happy and prosperous partners and neighbors.

ORDINANCE 16-17

AN ORDINANCE OF THE HICKORY CITY COUNCIL AMENDING THE HICKORY OFFICIAL ZONING ATLAS TO REZONE APPROXIMATELY 2.44 ACRES OF PROPERTY LOCATED AT 826 21<sup>st</sup> STREET DRIVE SE, 828 21<sup>st</sup> STREET DRIVE SE, 857 23<sup>rd</sup> STREET COURT SE, 863 23<sup>rd</sup> STREET COURT SE, 903 23<sup>rd</sup> STREET COURT SE, AND A PORTION OF 830 21<sup>st</sup> STREET DRIVE SE FROM HIGH DENSITY RESIDENTIAL (R-4) TO INDUSTRIAL (IND).

WHEREAS, Article 2, Section 2.2 of the Hickory Land Development Code provides for amendments to the Official Zoning Atlas; and

WHEREAS, the City has been petitioned to rezone approximately 2.44 acres of property located at 826 21<sup>st</sup> Street Drive SE, 828 21<sup>st</sup> Street Drive SE, 857 23<sup>rd</sup> Street Court SE, 863 23<sup>rd</sup> Street Court SE, 903 23<sup>rd</sup> Street Court SE, and a portion of 830 21<sup>st</sup> Street Drive SE, more particularly described on Exhibit A attached hereto, to allow an Industrial District; and

WHEREAS, the Hickory Regional Planning Commission considered the proposed rezoning during a public hearing on February 24, 2016 and forwarded a recommendation of approval to the City Council; and

WHEREAS, Article 2 of the Hickory Land Development Code requires a finding that proposed rezoning is in response to changing conditions and is reasonably necessary to promote the public health, safety and general welfare; and

WHEREAS, the City Council has found Petition 16-02 to be in conformance with the City's Land Development Plan and Zoning Ordinance,

NOW, THEREFORE, BE IT ORDAINED by the City Council of Hickory, North Carolina, THAT THE REZONING OF THE PROPERTY DESCRIBED IN EXHIBIT A is approved.

SECTION 1. Findings of fact.

1. The subject property is located at 826 21<sup>st</sup> Street Drive SE, 828 21<sup>st</sup> Street Drive SE, 857 23<sup>rd</sup> Street Court SE, 863 23<sup>rd</sup> Street Court SE, 903 23<sup>rd</sup> Street Court SE, and a portion of 830 21<sup>st</sup> Street Drive SE, and further identified as PIN(s) 3722-13-04-3590, 3722-13-04-4475, 3722-13-04-3327, 3722-13-04-2269, 3722-13-04-1168, and a portion of 3722-13-04-6230.
2. The rezoning request is intended to further implement the findings and recommendations of the Hickory by Choice 2030 Comprehensive Plan.
3. The rezoning of the property is consistent with the Hickory by Choice 2030 Comprehensive Plan.

SECTION 2. All ordinances or provisions of the Hickory City Code which are not in conformance with the provisions of the Amendment occurring herein are repealed as of the effective date of this Ordinance.

SECTION 3. Consistency Statement

Upon considering the matter, the Hickory City Council found:

1. The Hickory by Choice 2030 Comprehensive Plan classifies the area as Industrial. The Industrial future land use classification is explained to consist of industrial areas located along U.S. 321, Highland Avenue east of Springs Road, Tate Boulevard, and 21st Street Drive SE (Sweetwater Road). (HBC 2030, Page 3.11). Hickory by Choice 2030 goes on to list the IND district as being the implementing zone for this specific future land use classification (HBC 2030, Page 3.13).
2. The subject property is shown by Hickory by Choice 2030 to be within an area that is intended to provide for industrial land-sues that serve as employment centers for city residents, and residents from surrounding communities. The future use of the properties as the location of an industrial facility implements the HBC 2030 plan.

Based upon these findings, the Hickory City Council has found Rezoning Petition 16-02 to be consistent with the findings and recommendations of the Hickory by Choice 2030 Comprehensive Plan.

SECTION 4. This Ordinance shall become effective upon adoption.

B. Departmental Reports:

1. Appointments to Boards and Commissions

**COMMUNITY RELATIONS COUNCIL**

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

**HICKORY REGIONAL PLANNING COMMISSION**

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

**INTERNATIONAL COUNCIL**

(Appointed by Mayor with the Concurrence of City Council)  
(7) Positions VACANT

**PARKS AND RECREATION COMMISSION**

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

Alderman Guess nominated David Williams as the At-Large Minority Representative for Parks and Recreation Commission.

**PUBLIC ART COMMISSION**

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

**RECYCLING ADVISORY BOARD**

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

**WESTERN PIEDMONT COUNCIL OF GOVERNMENT UNIFOUR AIR QUALITY COMMITTEE**

Delegate to replace former Alderman Meisner

Mayor Wright asked if anyone had a nomination or a volunteer to replace former Alderman Meisner as the delegate on the COG Unifour Air Quality Committee.

Alderman Guess asked if he knew when they met, or how often they met.

City Manager Mick Berry commented it is not that frequent. We used to be under EPA restrictions and they met pretty regularly. He was not familiar with how frequently that they meet.

Mayor Wright asked if Council could get that information and carry it over to the next meeting.

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

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

2. Presentation of Petitions and Requests

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

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

Alderwoman Patton commented "that it was consensus of Council in January to move the operations of the Hickory Housing Authority to the COG and we have had legal barriers to accomplish our goal. We agreed unanimously that it would be the best solution for the COG, a well-run seasoned organization to administer our housing. They have the breadth and depth of knowledge of the policies and procedures which have tripped up the current Housing Authority. We still have no clear path as to how to accomplish doing the right thing for the citizens of public housing in giving them the autonomy to decide where they will live. Not addressing the issue is unfair to our citizens. The Housing Authority's plan to rehab the current buildings does nothing to solve the concentration of housing in one section of town. More so, I do not want to see public assets taken over by a private LLC with no input from the City. I hope the members of Council have the resolve to continue to work towards doing the best for our citizens".

Mayor Wright commented that he had mentioned to Mr. Berry that it might be good to have this issue brought up at the next meeting. He commented that it was fine that Alderwoman Patton had brought it up, but he didn't feel that they were prepared to discuss it in detail at this time. He felt that it should come up at the next meeting. He shared with the public that some things had changed. There are indications, he believes from HUD, Council's concern all along was that the Hickory Housing Authority was on the outs with HUD, and Council had reason to believe that. They have been told by HUD that they cannot interpret any reports that they have given, or any verbal comments that they have made as indicating a rift or unhappiness with the Hickory Housing Authority. In his opinion that changes substantially where Council is because they could create a rift between Hickory Housing and HUD. He commented that Council could discuss that in great detail at their next meeting.

XIV. There being no further business, the meeting adjourned at 7:54 p.m.

\_\_\_\_\_  
Mayor

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

**COUNCIL AGENDA MEMOS**

**To: City Manager's Office**  
**From: Community Appearance Commission**  
**Contact Person: Cal Overby, Planning Department**  
**Date: April 7, 2016**  
**Re: Landscape Grant – Tar Heel Properties of Hickory, LLC**

**REQUEST**

The Community Appearance Commission recommends City Council approval of a Landscape Grant for non-residential property owned by Tar Heel Properties of Hickory, LLC located at 1091 13<sup>th</sup> Street SE, in the amount of \$792.50.

**BACKGROUND**

The City Council created the Landscape Grant program in 1999 to provide economic incentives for property owners to improve the general appearance of non-residential properties located within the City. The Community Appearance Commission reviews applications for the grant program and forwards a recommendation of approval or denial to City Council. The grants are designed as a reimbursement grant in which the City of Hickory will match the applicant on a 50/50 basis. The maximum grant amount from the City of Hickory is \$2,500.00.

**ANALYSIS**

The grant proposal put forth by Tar Heel Properties of Hickory, LLC involves the installation of new landscape materials around the perimeter of an existing commercial office building. Funding through the Landscape Grant program is available to any non-residential property located within the city.

The applicant has provided two (2) bids for the items listed above, which total \$1,940.00 and \$1,585.00. Given the values of the two provided quotes, the request qualifies for a \$792.50 grant.

The current tax value of the property is \$453,400.00. The value of the grant represents approximately 0.17% of the property's tax value.

**RECOMMENDATION**

Upon consideration, the Community Appearance Commission voted unanimously (6-0) to recommend funding of the requested grant in the amount of \$792.50. This vote was taken at the Commission's March 28, 2016 regular meeting.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

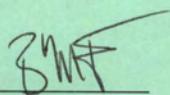
Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

Brian Frazier



4/07/16

Initiating Department Head

Date

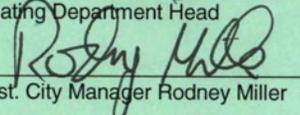
Amata M. Dula

4-13-16

Deputy City Attorney, A. Dula

Date

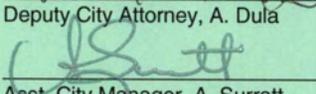
Asst. City Manager Rodney Miller



4-11-16

Date

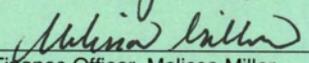
Asst. City Manager, A. Surratt



4/12/16

Date

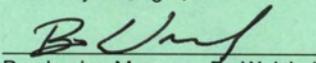
Finance Officer, Melissa Miller



4-11-16

Date

Purchasing Manager, Bo Weichel



4-12-16

Date

\_\_\_\_\_  
Date

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

City Manager, M. Berry

\_\_\_\_\_  
Date



Exhibit VIII.A.



# Landscape Incentive Grant - 1091 13th Street SE

Tar Heel Properties of Hickory LLC



### Landscape Incentive Grant Application Form

PROJECT LOCATION: 1091 13th Street SE, Hickory, NC 28602

APPLICANT'S NAME: Tar Heel Properties of Hickory, LLC

Mailing Address: c/o Prism Property Management, LLC  
PO Box 729  
Hickory, NC 28603

Telephone: Day: 828.322.7224 Cell: \_\_\_\_\_

E-mail address: awilfong@teamprism.com

OWNER'S NAME (if not the Applicant): N/A

Mailing Address: N/A  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: Day: N/A Cell: N/A

E-mail address: N/A

**Project Description:** Update the landscaping in front of multi tenant office space 5,860sqft building.  
with Arborvitae trees, Crimson fire shrubs and Gardenias.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Estimated Project Cost \$ 1,585.00  
Grant Request Amount \$ 792.50

**Required Attachments**

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

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

**Certification by Applicant and Owner**

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

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

Applicant Signature: Tan Heel Properties of Hickory, LLC c/o Piron Property Management, LLC  
Alicia Wilfong Date: 3/2/16

Owners Signature: Property Management Agreement Attached Date: \_\_\_\_\_  
(Owners signature must be notarized)

NORTH CAROLINA  
CATAWBA COUNTY

I, Robin M. Wilson, a Notary Public for Caldwell County and State, do hereby certify that Alicia Wilfong personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

Witness my hand and official seal, this the 2<sup>nd</sup> day of March, 2016.



Robin M. Wilson  
Notary Public

My Commission Expires: 8/9/2019

COPY

PROPERTY MANAGEMENT AGREEMENT

THIS AGREEMENT is made as of the 6th day of December , 2002 by and between TAR HEEL PROPERTIES OF HICKORY, LLC and PRISM PROPERTY MANAGEMENT, LLC, a North Carolina Limited Liability Company (Manager).

RECITALS

Owner is the Owner of certain real property located at 1091-1097 13<sup>TH</sup> Street SE, Hickory, Catawba County, NC, and improvements thereon, and herein referred to as the "Project". Owner desires to engage Manager as the exclusive Manager for the Project, and Manager desires to accept such engagement, as provided herein.

2416  
1688

FILED  
CATAWBA COUNTY  
RUTH MACKIE  
REGISTER OF DEEDS

BOOK 2416 PAGE 1608

FILED Dec 08, 2002  
AT 02:45:14 pm  
BOOK 02416 PAGE 1608

The foregoing certificate(s) of

BOBBI ANN GICKING  
CYNTHIA B POTTER  
ELOISE D BRADSHAW

*Ruth Mackie*  
RUTH MACKIE, REGISTER OF DEEDS

notary/notaries public  
is/are certified to be correct.

*Ruth Mackie*  
RUTH MACKIE Register of Deeds

Catawba County 12-08-2002  
NORTH CAROLINA  
Real Estate  
Excise Tax *mm* \$1,290.00

Excise Tax \$ 1,290.00

Recording

Tax Lot No. \_\_\_\_\_ Parcel Identifier No. \_\_\_\_\_

Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

by \_\_\_\_\_

Return to Eloise D. Bradshaw, Patrick, Harper & Dixon, L.L.P., P.O. Box 218, Hickory, NC 28603

Mail after recording to Terry M. Taylor, Attorney, P.O. Box 2428, Hickory, NC 28603

This instrument was prepared by Terry M. Taylor

Brief Description for the index

[Empty box]

039759

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made November 6<sup>th</sup>, 2002, by and between

GRANTOR

GRANTEE

QUARRY CORNER, LLC,  
a North Carolina limited liability company

Tar Heel Properties of Hickory, LLC,  
a North Carolina limited liability  
company  
1093 13th Street, S.E.  
Hickory, NC 28602

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity,  
e.g., corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Catawba County, North Carolina and more particularly described as follows:

See "EXHIBIT A" and "EXHIBIT B" attached hereto and incorporated herein by reference.

DRAFTER OF THIS INSTRUMENT DID NOT SEARCH THE TITLE AND IS NOT THE CLOSING AGENT.

A map showing the above described property is recorded in Plat Book 56, Page 175, Catawba County Registry..

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

Matters of survey.

2002 real property taxes.

This conveyance is made subject to restrictive covenants and encumbrances of record, and to any and all easements and rights-of-way on location on the above-described property heretofore granted or existing in favor of any individuals, corporations, public or private associations of individuals, public utilities, and governmental agents, commissions or departments for the purpose of constructing, erecting, laying, building or maintaining any streets, roads, highways, signs, service alleys, power lines or poles, gas lines, water lines, lines for pipes or sewer lines and any and all other similar or related public or private utility service facilities or otherwise.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

\_\_\_\_\_  
(Corporate Name)

By: \_\_\_\_\_

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary (Corporate Seal)

QUARRY CORNER, LLC, a NC Limited Liability Co.

By: W. Andrew Wells, Jr. (SEAL)  
W. Andrew Wells, Jr., Manager

By: D. Joe Long (SEAL)  
D. Joe Long, Manager

By: Roger Dale Isaac (SEAL)  
Roger Dale Isaac, Manager

By: Floyd Kenneth Isaac (SEAL)  
Floyd Kenneth Isaac, Manager

By: Clark S. Isaac (SEAL)  
Clark S. Isaac, Manager

By: James C. Adams, Jr. (SEAL)  
James C. Adams, Jr., Manager

STATE OF NORTH CAROLINA  
COUNTY OF Catawba

I, a Notary Public, in and for said County and State, do hereby certify that **W. Andrew Wells, Jr., Manager of Quarry Corner, LLC, a North Carolina limited liability company**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes expressed therein.

WITNESS my hand and Notarial Seal, this 20 day of November, 2002.

Robbi Ann Mickering  
Notary Public



My Commission expires:  
12/22/04

STATE OF NORTH CAROLINA  
COUNTY OF Catawba

I, a Notary Public, in and for said County and State, do hereby certify that **D. Joe Long, Manager of Quarry Corner, LLC, a North Carolina limited liability company**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes expressed therein.

WITNESS my hand and Notarial Seal, this 21<sup>st</sup> day of November, 2002.

Cynthia B. Potter  
Notary Public



My Commission expires:  
January 26, 2003

STATE OF NORTH CAROLINA  
COUNTY OF Catawba

I, a Notary Public, in and for said County and State, do hereby certify that **Roger Dale Isaac, Manager of Quarry Corner, LLC, a North Carolina limited liability company**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes expressed therein.

WITNESS my hand and Notarial Seal, this 21<sup>st</sup> day of November, 2002.

Cynthia B. Potter  
Notary Public



My Commission expires:  
January 26, 2003

STATE OF NORTH CAROLINA  
COUNTY OF Catawba

BOOK 2416 PAGE 1611

I, a Notary Public, in and for said County and State, do hereby certify that **Floyd Kenneth Isaac, Manager of Quarry Corner, LLC, a North Carolina limited liability company**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes expressed therein.

WITNESS my hand and Notarial Seal, this 21<sup>st</sup> day of November, 2002.

Cynthia B. Potter  
Notary Public



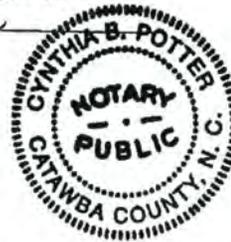
My Commission expires:  
January 26, 2003

STATE OF NORTH CAROLINA  
COUNTY OF Catawba

I, a Notary Public, in and for said County and State, do hereby certify that **Clark S. Isaac, Manager of Quarry Corner, LLC, a North Carolina limited liability company**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes expressed therein.

WITNESS my hand and Notarial Seal, this 21<sup>st</sup> day of November, 2002.

Cynthia B. Potter  
Notary Public



My Commission expires:  
January 26, 2003

STATE OF NORTH CAROLINA  
COUNTY OF Catawba

I, a Notary Public, in and for said County and State, do hereby certify that **James C. Adams, Jr., Manager of Quarry Corner, LLC, a North Carolina limited liability company**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes expressed therein.

WITNESS my hand and Notarial Seal, this 6th day of December, 2002.

Glenn B. Bradshaw  
Notary Public

My Commission expires:  
10/4/2005



BOOK 2416 PAGE 1612

**EXHIBIT A****QUARRY CORNER, LLC**

Being all of Lot 3A according to the plat entitled, "Boundary Lot Adjustment For Quarry Corner, LLC, prepared by Kevin Hefner, Registered Land Surveyor, dated November 5, 2002, and recorded in Plat Book 56, Page 175, Catawba County Registry, to which reference is hereby made for greater certainty in description.

TOGETHER WITH a non-exclusive perpetual easement for ingress, egress and regress over, along and across the easement areas as shown on the referenced plat.

This conveyance is subject to the terms and conditions set forth on "Exhibit B" attached hereto and incorporated herein by reference.

Grantor reserves unto itself, its successors and assigns, with respect to any property shown on the plat referenced above, a non-exclusive perpetual easement for ingress, egress and regress over, along and across the easement areas as described on the recorded Plat referred to above.

Grantor further reserves unto itself, its successors and assigns, with respect to any property shown on the plat referenced above, a non-exclusive perpetual easement for use and maintenance of and access to any existing signage and any existing mailbox or dumpster facility shown on the recorded plat referred to above.

The Grantor further reserves unto itself, its successors and assigns, with respect to any property shown on the plat referenced above, an easement for five (5) feet along all property lines for installation and maintenance of utilities and an easement of ten (10) feet in width (5 feet on each side) for any existing utility lines.

BOOK 2416 PAGE 1613

EXHIBIT B

QUARRY CORNER, LLC - (Grantor)  
\_\_\_\_\_  
- (Grantee)

Plans and specifications for all work with respect to the development of the property described on the Deed attached and the construction of improvements shall be in conformity with a Site Plan as approved by Grantor, this Agreement and all applicable state and local laws and regulations.

The Grantee, and its successors and assigns, subject to this Agreement also agrees to submit any construction plan (the "Construction Plans") for the improvements to be constructed on its property to Grantor in sufficient completeness and detail to show that the improvements and their construction shall be in substantial conformity with the surrounding property owned by Grantor for review and approval by Grantor. Each set of Construction Plans shall include at a minimum the following:

- a. A landscape plan showing the approximate location and types of screenings, planting, seeded areas, walkways and the treatment plan for such, which Buyer agrees to maintain in good order and repair upon completion.
- b. A light plan demonstrating that all walkways, parking areas, and other areas accessible to pedestrians during the hours of darkness will be adequately lighted. The plan will demonstrate the amount, placement, type and construction of the lighting.
- c. A vehicular traffic plan indicating traffic flows within the parcels and their relation to the proposed street patterns.
- d. A parking plan indicating the location and number of parking areas, the means of access and egress and placement of curbing. The construction plan accompanying the parking plan will demonstrate that all at grade parking will be paved with a durable surface of at least bituminous concrete, over a sufficient base to prevent differential settlement. All parking areas, access areas and landscaping areas will be properly drained and all internal parcel and private road curbing will be constructed of granite or concrete. The plan will show the location of all of the designated parking spaces to serve each structure and those to be designated as "shared" parking spaces to serve any other structure.
- e. A signage plan.
- f. A utility plan indicating the type of utility, the proposed connection with existing utilities and the underground location of all utility lines including storm draining facilities within the parcels.
- g. An elevation plan showing the proposed elevations for all buildings and structures.
- h. The Construction Plans shall be deemed approved in the event the Grantor has not given written notice to the Owner of disapproval within thirty (30) days of the Grantor's receipt thereof.
- i. Construction must begin within six (6) months of approval and completed within sixteen (16) months.

BOOK 2416 PAGE 1614

The Grantor and an affiliated entity who are the owners of the adjoining property, shall be deemed a beneficiary of the covenants provided for in this Agreement, both in its own right and for the purposes of protecting the interest of its heirs, successors and assigns, in whose favor or for whose benefit such covenants have been provided. The covenants shall run in favor of the Grantor and its affiliated entity WA Properties, LLC, which shall have the right in the event of any breach of such covenant set forth above to exercise all of the rights and remedies and to maintain any actions at law or suits or other proper proceedings to enforce the curing of such breach of covenant to which it or any other beneficiary of such covenant may be entitled.

When W. Andrew Wells, Jr. or his heirs no longer owns any interest in any entity holding title to any property in Seven Springs (W.A. Properties) subdivision described on Plat Book 36 Page 13 or Plat Book 45, Page 105, Catawba County Registry, then the covenants contained herein (but not the easements) shall be deemed to be automatically extinguished.

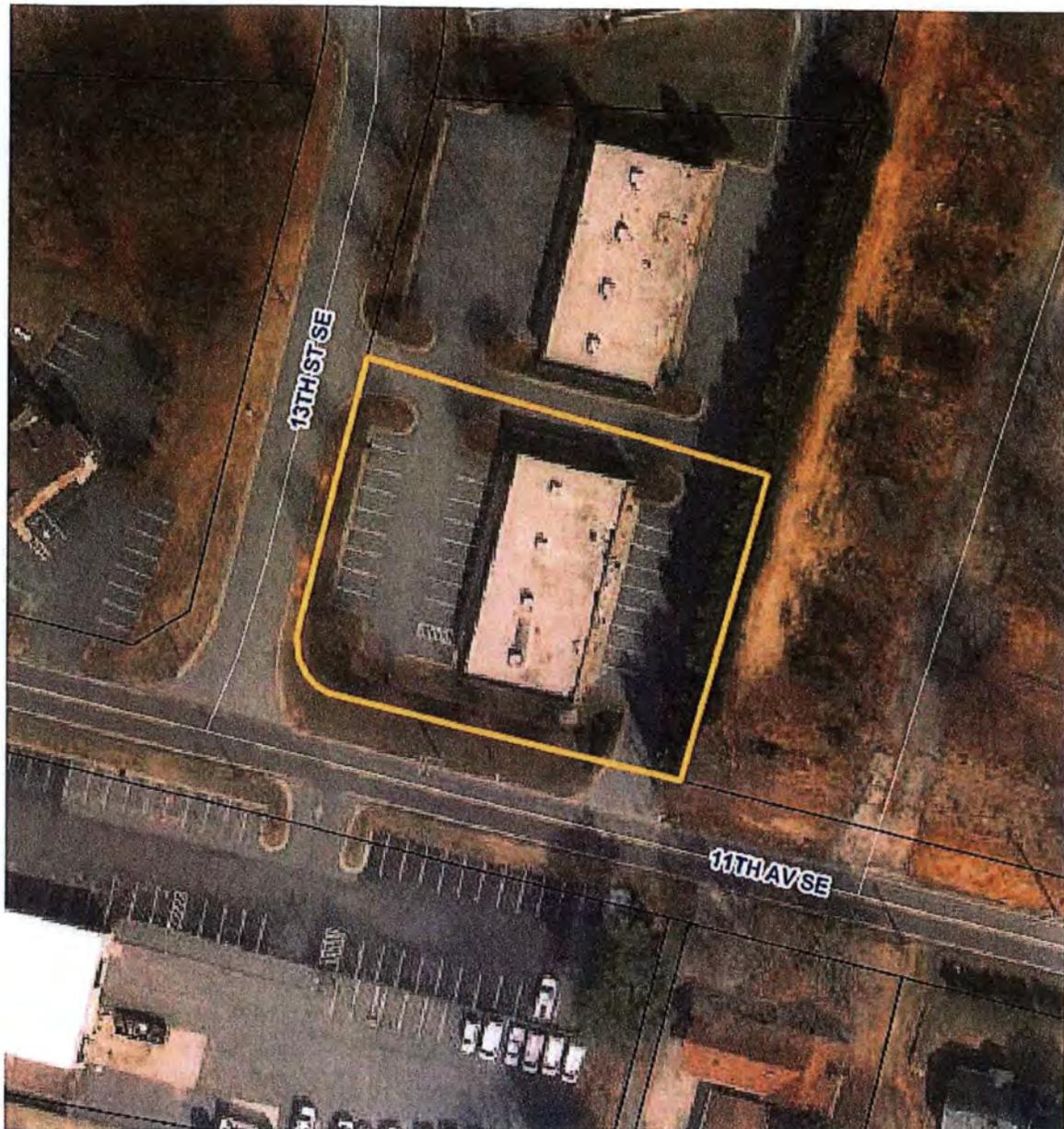
None of the provisions of this Agreement shall be affected by reason of any deed transferring title to the property.

WELLS



Geospatial  
Information Services

## Real Estate Search



1in=75ft

Parcel: 371214345533, 1091 13TH ST SE HICKORY, 28602

Owners: TAR HEEL PROPERTIES OF HICKORY LLC,

Owner Address: 1093 13TH ST SE

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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03/02/2016

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# PROPOSAL



## W & W SERVICES \ TURF PRO

P.O. Box 11244  
HICKORY, NC 28603  
(828) 256-8260 (704) 662-0037  
Fax (828) 464-2771

PROPOSAL SUBMITTED TO <i>Prism</i>		PHONE <i>828-322-6800</i>	DATE <i>2/16/16</i>
STREET <i>P.O. Box 729</i>		JOB NAME <i>Heesch Building</i>	
CITY, STATE and ZIP CODE <i>Hickory NC 28603</i>		JOB LOCATION <i>Seven Springs</i>	
ARCHITECT	DATE OF PLANS	JOB PHONE	
		<i>Contact - Alicia Wilfong</i>	

We hereby submit specifications and estimates for:

### Landscaping (3 sections)

*Includes design (3 visuals), removal, plant bed preparation with blended topsoil, plants (see list), and mulch.*

**\$1,585**

### Plant List (front beds)

- |          |                                 |               |
|----------|---------------------------------|---------------|
| <i>6</i> | <i>DeGroot Spire Arborvitae</i> | <i>15 gal</i> |
| <i>6</i> | <i>Crimson Fire Loropetalum</i> | <i>3 gal</i>  |
| <i>7</i> | <i>Kleims Hardy Gardenia</i>    | <i>3 gal</i>  |

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Payment to be made as follows:

*Due upon completion*

dollars (\$ \_\_\_\_\_).

*Thank you,*

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature *John S. Tysinger*

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_



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

2-26-16

**Prism**

P.O. Box 729  
Hickory, NC 28603

Estimate for Heesch Building

Scope of work

Landscape 3 sections

- 3 Visuals
- Demo & remove existing plants
- Plant bed preparation
- Install plants

Plant list

6 DeGroot Spire Arborvitae	15 gal
6 Crimson Fire Loropetalum	3 gal
7 Kleims Hardy Gardenia	3 gal
• Plants & labor	\$1,940

PREPARED BY: Legal Department, City of Hickory  
PO Box 398, Hickory, NC 28603

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA

**LANDSCAPE  
GRANT AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the **CITY OF HICKORY**, a municipal corporation of Catawba County, North Carolina, hereinafter referred to as the CITY, and having a mailing address of P.O. Box 398, Hickory, North Carolina 28603, and **PRISM PROPERTY MANAGEMENT, LLC**, hereinafter referred to as the RECIPIENT, and having a mailing address of PO Box 729, Hickory, North Carolina 28603.

WITNESSETH

THAT WHEREAS, the City is dedicated to the visual and functional improvements of properties within one mile of the City Center area, as defined by the City Center Plan, dated October 20, 1998; and

WHEREAS, the City is willing to award grants for physical improvements for the purpose of assisting in the visual enhancement of certain existing properties provided the Recipient agrees to certain conditions.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained the parties agree as follows:

1. The Recipient agrees to utilize the grant funds to fulfill that project described in the Landscape Incentive Grant Application attached hereto as Exhibit "A" and to utilize said funds solely for physical improvements. Said application is made a part of this Agreement and incorporated herein by reference as if more fully set forth.
2. The Recipient agrees to improve those premises described in Exhibit "A" in accordance with the intent of the City Center Plan to enhance the aesthetic integrity of the premises in accordance with the specifications established in attached "Exhibit A".
3. The Recipient agrees to maintain the design integrity of the proposed improvements, creating, retaining and/or modifying those elements, which enhance the premises.
4. The Recipient agrees to abide by and conform all construction, rehabilitation, renovation, demolition, and landscaping undertaken pursuant to this agreement to all applicable laws of the United States, the State of North Carolina, and those applicable provisions of the ordinances of the City of Hickory directly or indirectly related to the subject matter of this agreement.
5. The amount of this grant is Seven Hundred Ninety-Two Dollars and 50/100 (\$792.50), payable upon completion of said project, and submission of documentation confirming payment of all contractors and/or subcontractors, provided

said project is completed within 120 days from the date of this agreement being signed in accordance with those provisions specified in the Landscape Incentive Grant Application.

- 6. The Recipient agrees that in the event the actual project costs are less than the estimated costs, the City grant will be reduced to solely the amount of the actual project costs that would be eligible for participation in this program.
- 7. Technical assistance provided by the City will be advisory only. The City will not be a party in negotiations between the Recipient and any contractor employed by the Recipient nor will the City provide legal advice or services to any party. The Recipient agrees to hold the City harmless for any defects in workmanship or from any liability, damages, or other costs relative to this project.
- 8. This Agreement may be terminated and the City may withhold grant monies upon the Recipient's breach of or failure to perform any of the terms of this agreement. The City shall give the Recipient notice in writing of any potential breach of this Agreement, after which the applicant shall have ten (10) calendar days in which to cure said breach. In the event of a failure to cure a breach of this Agreement, the City of Hickory may pursue any remedy available, either in equity or at law.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed upon the day and year first written above.

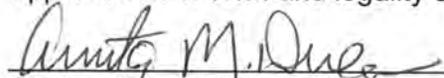
**CITY OF HICKORY**

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

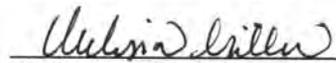
ATTEST: (SEAL)

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

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

  
\_\_\_\_\_  
Armita M. Duce  
Attorney for the City of Hickory

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

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

Prism Property Management, LLC  
By W. Andrew Wells, Jr.  
W. ANDREW WELLS, JR.

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 \_\_\_\_\_, 2016.

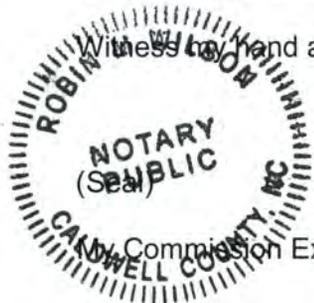
(Seal) \_\_\_\_\_  
Notary Public

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

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA

I, Robin M. Wilson, a Notary Public of <sup>Caldwell</sup> the County and State aforesaid certify that **W. Andrew Wells, Jr.** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal this 29<sup>th</sup> day of March, 2016.



Robin M. Wilson  
Notary Public

My Commission Expires: 8/9/2019

2

**COUNCIL AGENDA MEMOS**

**To: City Manager's Office**  
**From: Community Appearance Commission**  
**Contact Person: Cal Overby, Planning Department**  
**Date: April 7, 2016**  
**Re: Landscape Grant – Caddle Investments, LLC**

**REQUEST**

The Community Appearance Commission recommends City Council approval of a Landscape Grant for non-residential property owned by Caddle Investments, LLC located at 1311 10<sup>th</sup> Avenue Lane SE, in the amount of \$792.50.

**BACKGROUND**

The City Council created the Landscape Grant program in 1999 to provide economic incentives for property owners to improve the general appearance of non-residential properties located within the City. The Community Appearance Commission reviews applications for the grant program and forwards a recommendation of approval or denial to City Council. The grants are designed as a reimbursement grant in which the City of Hickory will match the applicant on a 50/50 basis. The maximum grant amount from the City of Hickory is \$2,500.00.

**ANALYSIS**

The grant proposal put forth by Caddle Investments, LLC involves the installation of new landscape materials around the perimeter of an existing commercial office building. Funding through the Landscape Grant program is available to any non-residential property located within the city.

The applicant has provided two (2) bids for the items listed above, which total \$1,940.00 and \$1,585.00. Given the values of the two provided quotes, the request qualifies for a \$792.50 grant.

The current tax value of the property is \$567,700.00. The value of the grant represents approximately 0.13% of the property's tax value.

**RECOMMENDATION**

Upon consideration, the Community Appearance Commission voted unanimously (6-0) to recommend funding of the requested grant in the amount of \$792.50. This vote was taken at the Commission's March 28, 2016 regular meeting.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

Brian Frazier

Initiating Department Head

4/07/16

Date

*Amita M. Dula*  
Deputy City Attorney, A. Dula

4-13-16

Date

Asst. City Manager Rodney Miller

4-11-16

Date

*A. Surratt*  
Asst. City Manager, A. Surratt

4/12/16

Date

Finance Officer, Melissa Miller

4-11-16

Date

*Bo Weichel*  
Purchasing Manager, Bo Weichel

4-12-16

Date

\_\_\_\_\_  
Date

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

*M. Berry*  
City Manager, M. Berry

\_\_\_\_\_  
Date



Exhibit VIII.B.



# Landscape Incentive Grant - 1311 10th Avenue Lane SE

Caddle Investments, LLC



## Landscape Incentive Grant Application Form

PROJECT LOCATION: 1311 10th Avenue Lane SE, Hickory, NC 28602

APPLICANT'S NAME: Caddle Investments, LLC

Mailing Address: c/o Prism Property Management, LLC  
PO Box 729  
Hickory, NC 28603

Telephone: Day: 828.322.7224 Cell: \_\_\_\_\_

E-mail address: awilfong@teamprism.com

OWNER'S NAME (if not the Applicant): N/A

Mailing Address: N/A

Telephone: Day: N/A Cell: N/A

E-mail address: N/A

Project Description: Update the landscaping in front of multi tenant office space 5,860sqft building.  
with Arborvitae trees, Crimson fire shrubs and Gardenias.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Estimated Project Cost \$ 1,585.00  
Grant Request Amount \$ 5792.50

**Required Attachments**

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

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

**Certification by Applicant and Owner**

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

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

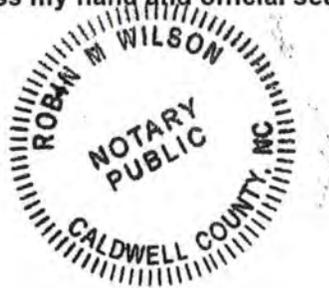
Applicant Signature: Caddie Investments, LLC c/o Prisms Property Management, LLC  
Alicia Wigg - Manager Date: \_\_\_\_\_

Owners Signature: Property Management Agreement Attached Date: \_\_\_\_\_  
(Owners signature must be notarized)

**NORTH CAROLINA  
CATAWBA COUNTY**

I, Robin M. Wilson, a Notary Public for Caldwell County and State, do hereby certify that Alicia Wilfong personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

Witness my hand and official seal, this the 2<sup>nd</sup> day of March, 2016.



Robin M. Wilson  
Notary Public

My Commission Expires: 8/9/2019

**PROPERTY MANAGEMENT AGREEMENT**

THIS AGREEMENT is made as of the **28th** day of **January**, **2005** by and between **Caddle Investments**, (Owner) and **PRISM PROPERTY MANAGEMENT, LLC**, a North Carolina Limited Liability Company (Manager).

**RECITALS**

Owner is the Owner of certain real property located at **1311-1317 10<sup>th</sup> Avenue Lane SE, Hickory, Catawba County, NC**, and improvements thereon, and herein referred to as the "Project". Owner desires to engage Manager as the exclusive Manager for the Project, and Manager desires to accept such engagement, as provided herein.

2638  
1483

BOOK 2638 PAGE 1483

North Carolina, Catawba County

The following certificate of...

**BOBBI ANN GICKING, CYNTHIA B POTTER**

Notary Public, is certified to be correct. Presented for registration and recorded January 31, 2005 01:15:39 pm Book 02638 Page 1483

Catawba County 01-31-2005  
NORTH CAROLINA  
Real Estate  
Excise Tax \$1,278.00

Donna Hicks Spencer  
Register of Deeds Catawba County, North Carolina  
By: Pam Williams  
Deputy/Assistant Register of Deeds

Excise Tax \$1,278.00

Tax Lot No. \_\_\_\_\_ Parcel Identifier No. 3712-10-35-4267  
Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_

**002735**

Mail after recording to Terry M. Taylor, P. O. Drawer 2428, Hickory, N. C. 28603  
Return to: Young M. Smith, Jr., Attorney, Hickory, NC  
This instrument was prepared by Terry M. Taylor

Brief Description for the index

**Lot 8, WA Properties, LLC, PB 53/191**

**NORTH CAROLINA GENERAL WARRANTY DEED**

THIS DEED made January 19, 2005, by and between

GRANTOR	GRANTEE
WA Properties, LLC PO Box 729 Hickory, NC 28603	Caddle Investments 2716 Birdie Lane Conover, NC 28613
<small>Enter in appropriate block for each party name, address, and, if appropriate, character of entity, e.g., corporation or partnership.</small>	

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Hickory, Hickory Township, Catawba County, North Carolina and more particularly described as follows:

**SEE "EXHIBIT A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE**

2638  
1484

BOOK 2638 PAGE 1484  
1879, Page 878

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1879, Page 878.

A map showing the above described property is recorded in Plat Book 61, Page 37.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

This conveyance is made subject to restrictive covenants and encumbrances of record, and to any and all easements and rights-of-way on location on the above-described property heretofore granted or existing in favor of any individuals, corporations, public or private associations of individuals, public utilities, and governmental agents, commissions or departments for the purpose of constructing, erecting, laying, building or maintaining any streets, roads, highways, signs, service alleys, power lines or poles, gas lines, water lines, lines for pipes or sewer lines and any and all other similar or related public or private utility service facilities or otherwise.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

\_\_\_\_\_  
(Corporate Name)

By: \_\_\_\_\_

President

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

Secretary (Corporate Seal)

WA Properties, LLC

By: W. Andrew Wells, Jr. (SEAL)

W. Andrew Wells, Jr., Member/Manager

By: D. Joe Long (SEAL)

D. Joe Long, Member/Manager

By: Roger D. Isaac (SEAL)

Roger D. Isaac, Member/Manager

By: Clark Isaac (SEAL)

Clark Isaac, Member/Manager

By: Kenneth Isaac (SEAL)

Kenneth Isaac, Member/Manager

NORTH CAROLINA, Catawba County.

I, the undersigned, a Notary Public of the County and State aforesaid, certify that W. Andrew Wells, Jr., being a Member and Manager of WA Properties, LLC, a limited liability company Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 20 day of January, 2005.

My commission expires: 12/22/09

Bobbie Ann Gicking

Notary Public



NORTH CAROLINA, Catawba County.

I, the undersigned, a Notary Public of the County and State aforesaid, certify that D. Joe Long, being a Member and Manager of WA Properties, LLC, a limited liability company Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 24 day of JANUARY, 2005.

My commission expires: 1-26-08

Cynthia B. Potter

Notary Public



2638  
1485

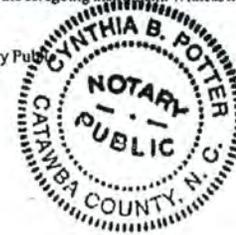
BOOK 2638 PAGE 1485

NORTH CAROLINA, CATAWBA County.

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Roger Dale Isaac, being a Member and Manager of WA Properties, LLC, a limited liability company Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 24 day of JANUARY, 2005.

My commission expires: 1-26-08

Cynthia B. Potter Notary Public



NORTH CAROLINA, CATAWBA County.

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Clark Isaac, being a Member and Manager of WA Properties, LLC, a limited liability company Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 24 day of JANUARY, 2005.

My commission expires: 1-26-08

Cynthia B. Potter Notary Public

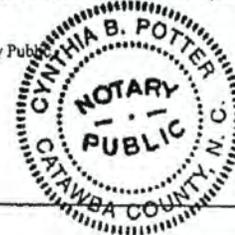


NORTH CAROLINA, CATAWBA County.

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Kenneth Isaac, being a Member and Manager of WA Properties, LLC, a limited liability company Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 24 day of JANUARY, 2005.

My commission expires: 1-26-08

Cynthia B. Potter Notary Public



INDEXED

The foregoing Certificate(s) of \_\_\_\_\_

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

REGISTER OF DEEDS FOR \_\_\_\_\_ COUNTY

By \_\_\_\_\_ Deputy/Assistant-Register of Deeds.

2638  
1486

## EXHIBIT "A"

BOOK 2638 PAGE 1486

BEING all of Lot 8 of the WA Properties, LLC subdivision as shown in Plat Book 53, Page 191, and also Plat Book 61, Page 37, to which reference is hereby made for greater certainty in description. This conveyance is subject to a non-exclusive perpetual easement for ingress, egress and regress, 25 foot in width as for the benefit of Lot 7, (said Easement as shown on a Plat referenced to above).

Grantor further reserves an easement 12 ½ feet in width for utilities, that being 6 1/4 feet in width on both sides of an existing drain pipe, power line, or any other utility lines crossing Lot 8 for the benefit of Grantor's adjoining property and now existing on Lot 8.

The owners of Lot 7 of Plat Book 48, Page 169 and this Lot, and other properties to the East and North of this Lot as was originally described on deed of Grantor, which is recorded in Book 1879, Page 878, Catawba County Registry and was shown on Plat Book 36, Page 13, Catawba County Registry all share a common access through a system of driveway easements as those easements are shown and described as more particularly set forth in the Plat recorded in Plat Book 61, Page 37, Catawba County Registry and the Grantor and the parties described above through deeds previously recorded and by this instrument do grant to each other reciprocal non-exclusive rights of way and easements along those driveway easement access for ingress, egress, regress, utilities as well as for maintenance of and access to any existing signage, mailbox or dumpster facilities as all are shown on the Plat recorded in Plat Book 61, Page 37, Catawba County Registry. Grantor reserves the right for itself, its successors and assigns, an easement for ingress, egress and utilities over said easement areas.

The owner of Lot 8 shall maintain and be responsible for the dumpster pad, facility and expenses and each party desiring to use the dumpster pad for waste removal agrees to remit to the owner of Lot 8 on a monthly basis their respective prorata share of the costs of said dumpster facility and waste removal.

This agreement and the covenants contained herein shall be binding upon the parties hereto, their successors, and assigns. It being the intent of the parties hereto to make these covenants run with the Land.

Plans and specifications for all work with respect to the development of the property described above and the construction of improvements shall be in conformity with a Site Plan as approved by Grantor, this Agreement and all applicable state and local laws and regulations.

The owner of the property subject to this Agreement also agrees to submit the construction plans (the "Construction Plans") for any improvements to be constructed on its property to Grantor in sufficient completeness and detail to show that the improvements and their construction shall be in substantial conformity with the lots in the Seven Springs (W.A. Properties) subdivision owned by Grantor or WA Properties, LLC, a NC Limited Liability Company, a partnership, or their successor entities. Each set of Construction Plans shall include at a minimum the following:

- A. A landscape plan showing the approximate location and types of screenings, planting, seeded areas, walkways and the treatment plan for such.
- B. A lighting plan demonstrating that all walkways, parking areas, and other areas accessible to pedestrians during the hours of darkness will be adequately lighted. The plan will demonstrate the amount, placement, type and construction of the lighting.

117058.1

- D. A parking plan indicating the location and number of parking areas, the means of access and egress and placement of curbing. The construction plan accompanying the parking plan will demonstrate that all at grade parking will be paved with a durable surface of at least bituminous concrete, over a sufficient base to prevent differential settlement. All parking areas, access areas and landscaping areas will be properly drained and all internal parcel and private road curbing will be constructed of granite or concrete. The plan will show the location of all of the designated parking spaces to serve each structure and those to be designated as "shared" parking spaces to serve any other structure.
- E. A signage plan.
- F. A utility plan indicating the type of utility, the proposed connection with existing utilities and the underground location of all utility lines including storm drainage facilities within the parcels. The Grantor reserves a five foot (5') easement for utility purposes along all property lines.
- G. An elevation plan showing the proposed elevations for all buildings and structures.
- H. The Construction Plans shall be deemed approved in the event the Grantor has not given written notice to the owner of disapproval within thirty (30) days of the Grantor's receipt thereof.

The owners of the property abutting Lot 8 immediately to the east shall be deemed a beneficiary of the covenants provided for in this Agreement both in their own right in whose favor or for whose benefit such covenants have been provided. The covenants shall run in favor of these owners which shall have the right in the event of any breach of such covenant set forth above to exercise all the rights and remedies and to maintain any actions at law or suits or other proper proceedings to enforce the curing of such breach of covenant to which it or any other beneficiary of such covenant may be entitled.

When W. Andrew Wells, Jr. no longer owns any interest in the entity holding title to any property abutting Lot 8 immediately to the east in Seven Springs (W.A. Properties) Subdivision described on Plat Book 61, Page 37, also Plat Book 36, Page 13, Catawba County Registry, then the covenants contained (but not easements) herein shall be deemed to be automatically extinguished.

None of the provisions of this Agreement shall be affected by reason of any deed transferring title to the property described on this "EXHIBIT A".



Geospatial  
Information Services

# Real Estate Search



1in=100ft

Parcel: 371210354267, 1311 10TH AV LN SE HICKORY, 28602

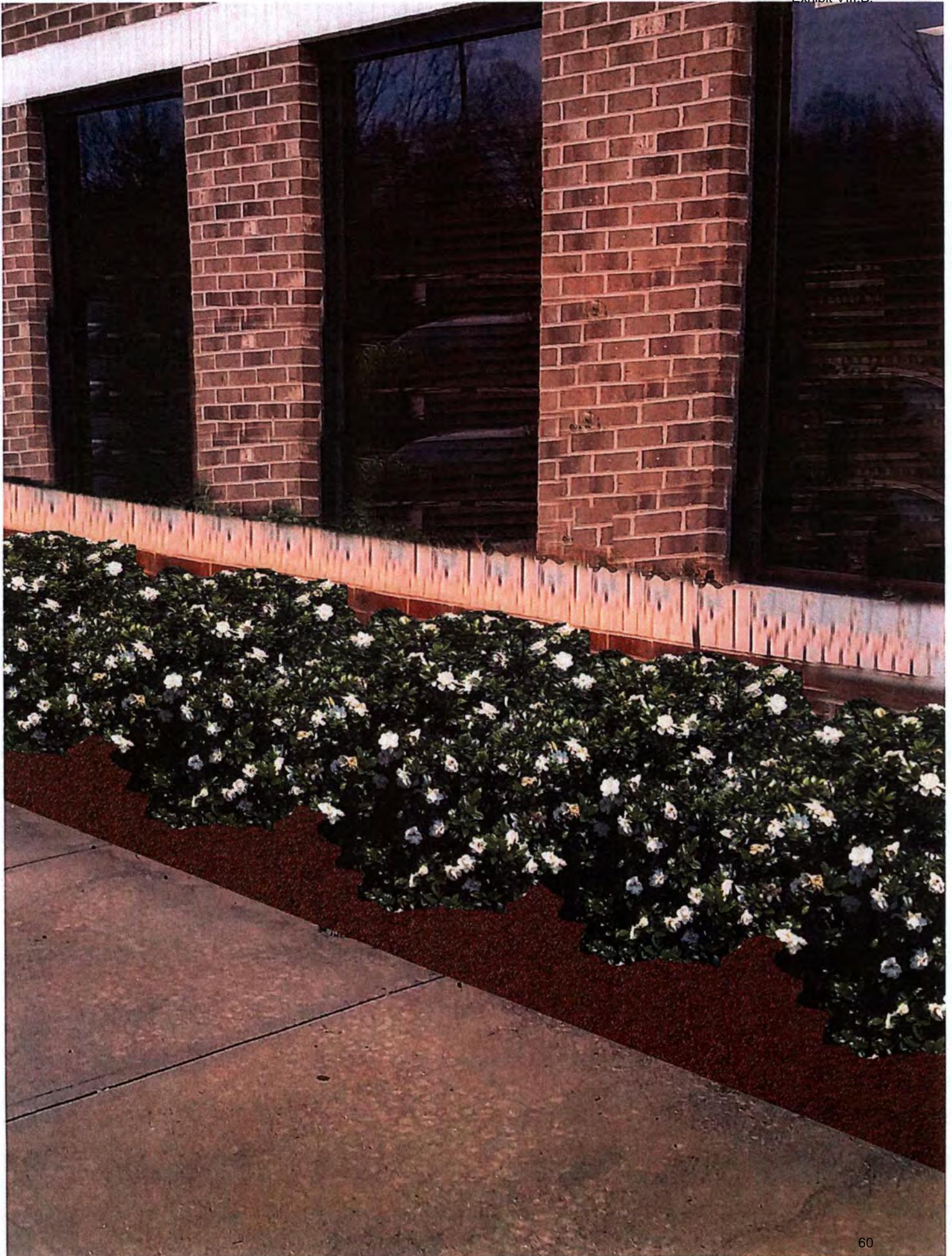
Owners: CADDLE INVESTMENTS,

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03/02/2016









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

2-23-16

**Prism**

P.O. Box 729  
Hickory, NC 28603

Estimate for Verizon Building in Seven Springs

Scope of work

Landscape 3 sections

- 3 Visuals
- Demo & remove existing plants
- Plant bed preparation
- Install plants

Plant list

6 DeGroot Spire Arborvitae	15 gal
6 Crimson Fire Loropetalum	3 gal
7 Kleims Hardy Gardenia	3 gal
• Plants & labor	\$1,940

# PROPOSAL



## W & W SERVICES \ TURF PRO

P.O. Box 11244  
 HICKORY, NC 28603  
 (828) 256-8260 (704) 662-0037  
 Fax (828) 464-2771

PROPOSAL SUBMITTED TO <i>Prism</i>	PHONE <i>828-322-6800</i>	DATE <i>2/16/16</i>
STREET <i>P.O. Box 729</i>	JOB NAME <i>Verizon Building</i>	
CITY, STATE and ZIP CODE <i>Hickory NC 28603</i>	JOB LOCATION <i>Seven Springs</i>	
ARCHITECT	DATE OF PLANS	JOB PHONE
	<i>Contact - Alicia Wilfong</i>	

We hereby submit specifications and estimates for:

### *Landscaping (3 sections)*

*Includes design (3 visuals), removal, plant bed preparation with blended topsoil, plants (see list), and mulch.*

**\$1,585**

### *Plant List (front beds)*

- |          |                                 |               |
|----------|---------------------------------|---------------|
| <i>6</i> | <i>DeGroot Spire Arborvitae</i> | <i>15 gal</i> |
| <i>6</i> | <i>Crimson Fire Loropetalum</i> | <i>3 gal</i>  |
| <i>7</i> | <i>Kleims Hardy Gardenia</i>    | <i>3 gal</i>  |

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

dollars (\$ \_\_\_\_\_).

Payment to be made as follows:

*Due upon completion*

*Thank you,*

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature *John S. Tysinger*

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

PREPARED BY: Legal Department, City of Hickory  
PO Box 398, Hickory, NC 28603

STATE OF NORTH CAROLINA

**LANDSCAPE  
GRANT AGREEMENT**

COUNTY OF CATAWBA

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the **CITY OF HICKORY**, a municipal corporation of Catawba County, North Carolina, hereinafter referred to as the CITY, and having a mailing address of P.O. Box 398, Hickory, North Carolina 28603, and **PRISM PROPERTY MANAGEMENT, LLC**, hereinafter referred to as the RECIPIENT, and having a mailing address of PO Box 729, Hickory, North Carolina 28603.

WITNESSETH

THAT WHEREAS, the City is dedicated to the visual and functional improvements of properties within one mile of the City Center area, as defined by the City Center Plan, dated October 20, 1998; and

WHEREAS, the City is willing to award grants for physical improvements for the purpose of assisting in the visual enhancement of certain existing properties provided the Recipient agrees to certain conditions.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained the parties agree as follows:

1. The Recipient agrees to utilize the grant funds to fulfill that project described in the Landscape Incentive Grant Application attached hereto as Exhibit "A" and to utilize said funds solely for physical improvements. Said application is made a part of this Agreement and incorporated herein by reference as if more fully set forth.
2. The Recipient agrees to improve those premises described in Exhibit "A" in accordance with the intent of the City Center Plan to enhance the aesthetic integrity of the premises in accordance with the specifications established in attached "Exhibit A".
3. The Recipient agrees to maintain the design integrity of the proposed improvements, creating, retaining and/or modifying those elements, which enhance the premises.
4. The Recipient agrees to abide by and conform all construction, rehabilitation, renovation, demolition, and landscaping undertaken pursuant to this agreement to all applicable laws of the United States, the State of North Carolina, and those applicable provisions of the ordinances of the City of Hickory directly or indirectly related to the subject matter of this agreement.
5. The amount of this grant is Seven Hundred Ninety-Two Dollars and 50/100 (\$792.50), payable upon completion of said project, and submission of documentation confirming payment of all contractors and/or subcontractors, provided

**CITY OF HICKORY AND PRISM PROPERTY MANAGEMENT, LLC  
1311 10<sup>TH</sup> AVENUE LANE SE  
GRANT AGREEMENT**

said project is completed within 120 days from the date of this agreement being signed in accordance with those provisions specified in the Landscape Incentive Grant Application.

- 6. The Recipient agrees that in the event the actual project costs are less than the estimated costs, the City grant will be reduced to solely the amount of the actual project costs that would be eligible for participation in this program.
- 7. Technical assistance provided by the City will be advisory only. The City will not be a party in negotiations between the Recipient and any contractor employed by the Recipient nor will the City provide legal advice or services to any party. The Recipient agrees to hold the City harmless for any defects in workmanship or from any liability, damages, or other costs relative to this project.
- 8. This Agreement may be terminated and the City may withhold grant monies upon the Recipient's breach of or failure to perform any of the terms of this agreement. The City shall give the Recipient notice in writing of any potential breach of this Agreement, after which the applicant shall have ten (10) calendar days in which to cure said breach. In the event of a failure to cure a breach of this Agreement, the City of Hickory may pursue any remedy available, either in equity or at law.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed upon the day and year first written above.

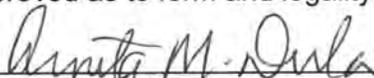
**CITY OF HICKORY**

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

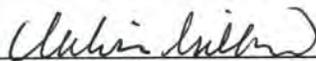
ATTEST: (SEAL)

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

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

  
\_\_\_\_\_  
Aronita M. Orsola  
Attorney for the City of Hickory

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

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

Prism Property Management, LLC  
By: W. Andrew Wells, Jr.  
W. ANDREW WELLS, JR.

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 \_\_\_\_\_, 2016.

(Seal)

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

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

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA

I, Robin M. Wilson, a Notary Public of the <sup>Caldwell</sup> County and State aforesaid certify that W. Andrew Wells, Jr. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal this 29th day of March, 2016.



Robin M. Wilson  
Notary Public

My Commission Expires: 8/9/2019



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: Unifour Area March for Babies  
 Applicant Name & Title: Rebecca Moser, Community Director  
 Organization: March of Dimes  
 Mailing (Billing) Address: 1220 Commerce Street, Suite G  
 City / State / Zip: Conover, NC 28613  
 Daytime Phone: 704-325-4041 Cell: 828-461-7197 Email: rmoser@marchofdimes.org  
 Description of the Event: March of Dimes will host their annual fund-raiser walk out at the ballpark. They will be walking the approved 5K route and finishing the walk at homebase.  
 Does the event have a Twitter, Facebook or other social networking page? Yes  
 If yes, please list URL(s): http://www.marchofdimes.org/northcarolina/

Event Address: 2500 Clement Blvd. Hickory, NC 28601	
Date of Event: April 23rd, 2016	
Event Start Time: 9:00 am	Event End Time: 12: 30 pm
Road Closure Begins (if applicable): 9:30 am	Road Closure Ends (if applicable): 11 :00 am
Set-Up Begins: 7:00 am	Clean-Up Ends: 1:00 pm
Preferred Date & Time of Inspection: April 23rd, 2016	
Estimated Attendance: 500	
The Event is: <input type="checkbox"/> Private (by invitation only) or <input checked="" type="checkbox"/> Open to General Public	
Describe the procedures to be used for selecting participants and vendors for this event: Participants must sign up in advance, vendors will be selected by MOD staff	

APPLICANT'S SIGNATURE Rebecca Moser DATE: 1/25/2016

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

### TENTS & MEMBRANE STRUCTURES

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

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

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

# of Tent(s) <sup>8-12</sup> \_\_\_\_\_ (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: *Crawdads* Phone: *828-322-3000* Email: *cdowns@hickorycrawdads.com*

### 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: DJ

Type(s) of music: DJ will be set up to kick of the event

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: **Crawdads** Phone: **828-322-3000** Email: **cdowns@hickorycrawdads.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: \_\_\_\_\_ Finish time: \_\_\_\_\_

### HAZARDOUS MATERIALS

Will the event have any hazardous materials such as propane, butane, gasoline, diesel tanks, helium cylinders or other upright tanks? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>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.</b>
Will there be any portable heaters? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Will there be any deep fat fryers? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Will there be any fireworks, lasers, torches, candles or pyrotechnics? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>If yes, contact the City of Hickory Fire Prevention office at 828-323-7522 for more information.</b>

### 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? n/a
Times for alcohol to be served: n/a
Locations within event site where alcohol will be served: n/a
Have you applied for a North Carolina temporary ABC permit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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)
It's My Party	1230 9th Ave NE, Hickory, NC 28601	828-267-2789
Soundstorm DJ	111 East Main Ave Taylorsville, NC	828-320-9951

Does the event include mechanical rides, or other similar attractions? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please describe attractions: <i>There will be one inflatable that will be securely fastened to the ground.</i> <b>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.</b>
--

### VENDORS

Does the event include food vendors? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If the event will have food vendors, please check the following that apply: <input type="checkbox"/> Served <input type="checkbox"/> Sold <input checked="" type="checkbox"/> Free <input type="checkbox"/> Catered <input type="checkbox"/> Prepared Outdoors <i>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.</i>		
Does the event include food concession and/or cooking areas? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, please list each vendor and specify cooking method (Gas, Electric, Charcoal, Other) <i>(Use additional sheet if necessary)</i>		
<i>VENDOR</i>	<i>COOKING METHOD</i>	<i>FOOD ITEM</i>
<i>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.</i>		

### 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
4/23	7:00 am	Event Set-up will begin	tents/registration, etc.
4/23	8:00 am	Road blocking and route marking	
4/23	8:30 am	Inspection	
4/23	9:00 am	Event begins	Registration/vendors open
4/23	9:30 am	Presentation	
4/23	9:45 am	walk begins	
4/23	10:45 am	walkers will finish	Food will be distributed
4/23	1:00 pm	Clean-Up complete	



## SITE PLAN

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

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

**WALK, RUN, CYCLE EVENTS ON PUBLIC ROADWAYS**

Number of participants expected: 500 % of participants expected under 18: 5

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

Number of volunteers expected: 20 % 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-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](mailto: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](mailto:mmcleod@hickorync.gov) and Hickory Crawdads Mark Seaman 828-322-3000 or [mseaman@hickorycrawdads.com](mailto: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. *LN*

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

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

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

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

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. *LN*

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). *LN*

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. *LN*

## 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.

March of Dimes Foundation

**NAME OF NON-PROFIT ORGANIZATION**

**BRIEFLY DESCRIBE THE PURPOSE OF THE NON-PROFIT ORGANIZATION:**

The mission of the March of Dimes is to prevent infant mortality by decreasing the number of premature births and birth defects.

We achieve this mission statement by providing funding for research, programs, grants and advocacy.

Premature birth is the #1 killer of babies.

**LIST ORGANIZATIONS OFFICERS:**

Rebecca Moser

704-325-4041

TELEPHONE

Jennifer Knox

704-325-4042

TELEPHONE

Samantha Rockett

704-325-4040

TELEPHONE

**CHAIRPERSON OF THE SPECIAL EVENT:**

Rebecca Moser

704-325-4041

NAME

TELEPHONE

1220 Commerce Street, Suite G, 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.*

1/25/2016  
Date

Rebecca M. Moser  
President  
March of Dimes  
Non-Profit Organization

Approved by:  
[Signature]  
CITY MANAGER - ASSISTANT

4/7/16  
DATE

DATE APPROVED BY HICKORY CITY COUNCIL:

NORTH CAROLINA

**RELEASE AND INDEMNITY AGREEMENT**

CATAWBA COUNTY

**THIS RELEASE AND INDEMNITY AGREEMENT**, entered into by **THE CITY OF HICKORY**, a North Carolina Municipal Corporation, City, and the **March of Dimes Foundation** \_\_\_\_\_, 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 25 day of January, 2016.

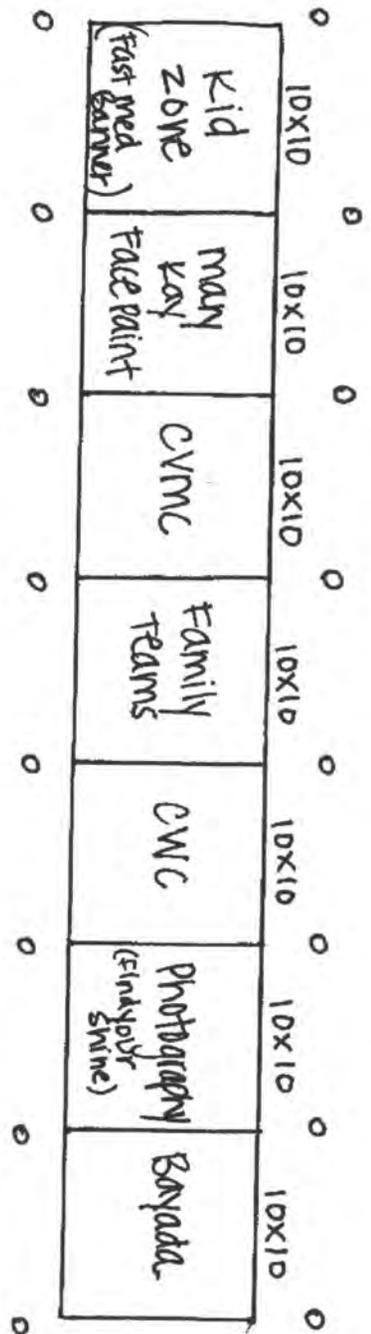


R. M. Wade

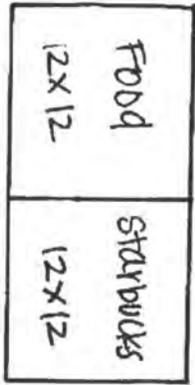
Jennifer Knox  
President



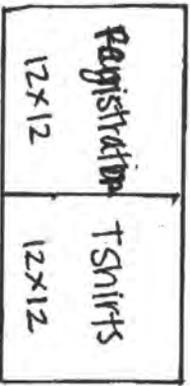
# Crowdada's Stadium



Upper lot



lower lot

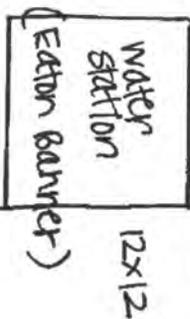


USE 12'x12' TENTS here.

Parking

in front of entrance to LP FRANS STADIUM ON SIDEWALK

Parking



Water station to go at days inn

Unit four MFB SETUP ZONE





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: Sails Original Music Series  
 Applicant Name & Title: Dana Kaminske, City of Hickory Communications and Marketing Manager  
 Organization: City of Hickory  
 Mailing (Billing) Address: PO Box 398  
 City / State / Zip: Hickory, NC 28603  
 Daytime Phone: 828-261-2289 Cell: 828-855-8584 Email: dkaminske@hickorync.gov  
 Description of the Event: Artists from the all over the U.S., traveling through NC, play at this event. This includes genres of folk, Americana, Indie, Bluegrass and others. Bob Sinclair produces the series in conjunction with the City of Hickory.  
 Does the event have a Twitter, Facebook or other social networking page? City Facebook Page  
 If yes, please list URL(s): Sails Original Music Series

<b>Event Address:</b> Sails on the Square stage in Downtown Hickory	
<b>Date of Event:</b> May 6, 13, 20, 27, June 3, 10, 17, 24, September 2, 9, 16, 23, 30	
<b>Event Start Time:</b> 5:30 p.m.	<b>Event End Time:</b> 9:00 p.m.
<b>Road Closure Begins (if applicable):</b> n/a	<b>Road Closure Ends (if applicable):</b> n/a
<b>Set-Up Begins:</b> 2 p.m.	<b>Clean-Up Ends:</b> 9:30 p.m.
<b>Preferred Date &amp; Time of Inspection:</b> n/a	
<b>Estimated Attendance:</b> An average of 500 each Friday in May, June and September	
<b>The Event is:</b> <input type="checkbox"/> Private (by invitation only) or <input checked="" type="checkbox"/> Open to General Public	
<b>Describe the procedures to be used for selecting participants and vendors for this event:</b> A local brewery sells craft beer. A local winery sells wines. Bob Sinclair secures artists. Sponsorships are based on company interest.	

**APPLICANT'S SIGNATURE** Dana Kaminske **DATE:** 3/24/16  
 A pre-planning meeting may be required and will be scheduled to include the appropriate staff. The event applicant must attend the meeting. The city reserves the right to require others to attend.

**TENTS & MEMBRANE STRUCTURES**

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

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

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

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

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

---

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

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

# of Membrane Structure(s) \_\_\_\_\_ exceeding 400 square feet

**POWER SOURCES**

Will you use electric generators?  Yes  No

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

Provide contact information for contractor supplying generator power:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

---

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

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

Provide contact information for person responsible for setup of power:

Name: *City Building Services* Phone: *828-234-2201* Email: *abrittain@hickconyc.gov*  
*Alex Brittain*

**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: 13 different bands, 1 event each

Type(s) of music: Folk, Americana, Indie, Bluegrass

Will a portable or temporary stage be utilized?  Yes  No

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

Provide contact information for contractor providing stage:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

Will your event use amplified sound?  Yes  No

If yes, please indicate times: Start time: \_\_\_\_\_ Finish time: \_\_\_\_\_

**HAZARDOUS MATERIALS**

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

Will there be any portable heaters?  Yes  No

Will there be any deep fat fryers?  Yes  No

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

**ALCOHOL**

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

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

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

Who will be serving the alcohol? Olde Hickory Brewery and Silver Fork Winery

Times for alcohol to be served: 5:30 - 8:30 p.m.; Event may last until 9 p.m.

Locations within event site where alcohol will be served: Under the Sails next to the public restrooms like the 2015 concert series

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

*Local breweries have permit + insurance*

**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)

*N/A*

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
	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)

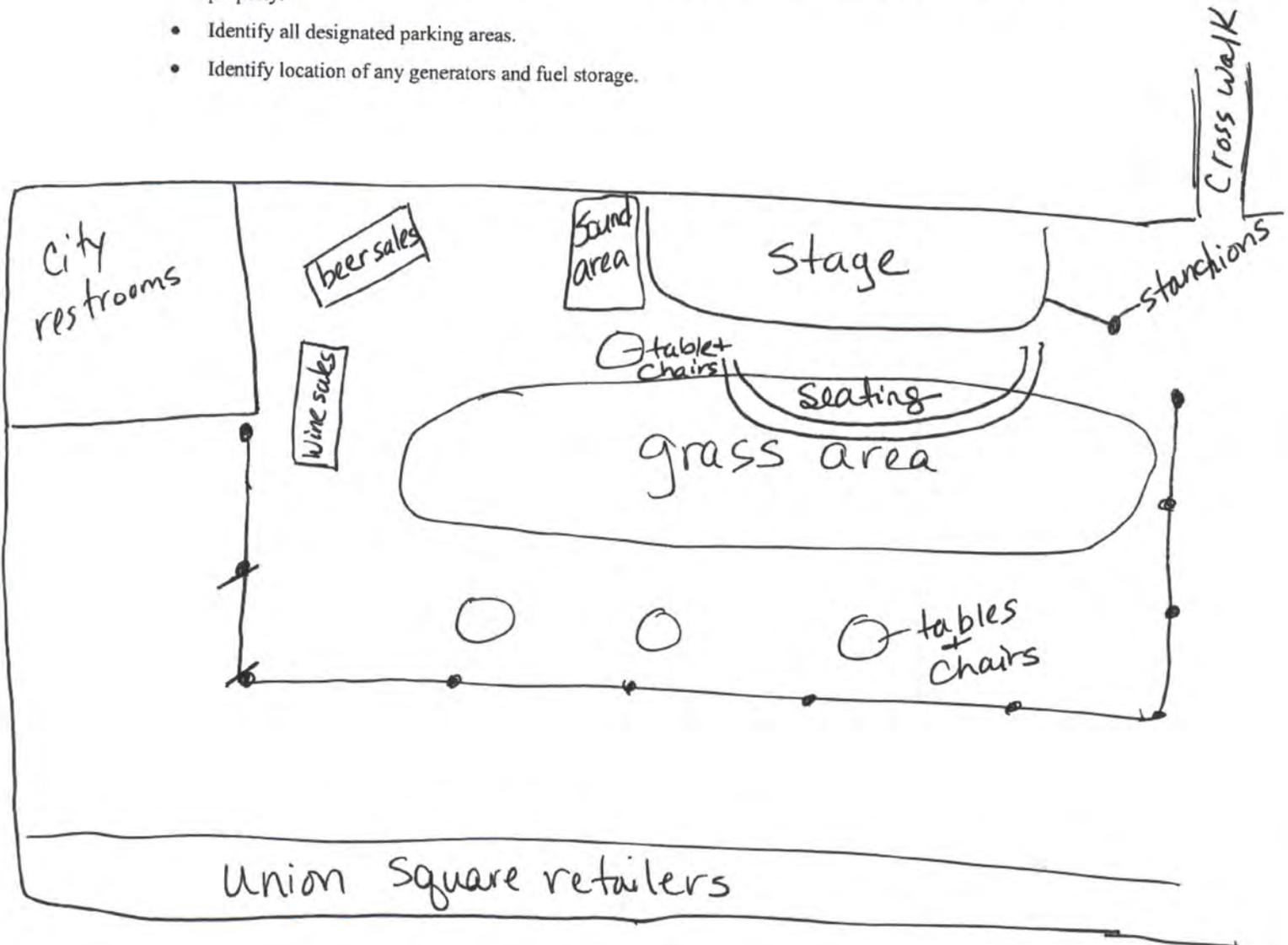
DATE	TIME	ACTION	ADDITIONAL NOTES
		Each Week	
	2 - 5 p.m.	Set-up for bands and City	Stanchions, stage backdrop, open restrooms
	4:30 - 5:30 p.m.	Sound checks	
	5:30 p.m.	Beer and wine sales may begin. Event begins. Bands may still be warming up.	
	6 - 8:30 p.m.	Music will begin. Breaks will take place during this time too.	
	8:30 p.m.	Beer and wine sales end.	
	9:00 p.m.	Event over.	
	9:00 p.m.	City crews	Pick up stanchions, clean area, etc.



**SITE PLAN**

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

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



**WALK, RUN, CYCLE EVENTS ON PUBLIC ROADWAYS**

Number of participants expected: \_\_\_\_\_ % of participants expected under 18: \_\_\_\_\_

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

Number of volunteers expected: \_\_\_\_\_ % of volunteers expected under 18: \_\_\_\_\_

**Check the approved City/NCDOT Route on public roadways below**

**5K 1 Downtown 5k** (Not allowed on Saturdays during the Downtown Hickory Farmers Market: Mid April-November)

**5K 2 Hickory Foundation YMCA** (Can start and finish in Downtown District or other locations on route)

**5K 3 FRMC 5K** (Can start and finish in Downtown District or other locations on route)

**5K 4 Neill Clark Park 5k** (Must contact Parks and Recreation Director Mack McLeod [mmcleod@hickorync.gov](mailto: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](mailto:mmcleod@hickorync.gov) and Hickory Crawdads Mark Seaman 828-322-3000 or [mseaman@hickorycrawdads.com](mailto: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/NC DOT 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 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 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.

City of Hickory - Communications Office  
NAME OF ~~NON-PROFIT~~ ORGANIZATION (local government)

BRIEFLY DESCRIBE THE PURPOSE OF THE ~~NON-PROFIT~~ ORGANIZATION:  
Office of Communications at the City of Hickory -  
organizes special brand events at The Sails on the Square

LIST ORGANIZATIONS OFFICERS:

Dana Kaminski  
Communications + Marketing Manager

TELEPHONE  
828-261-2289  
TELEPHONE  
TELEPHONE

CHAIRPERSON OF THE SPECIAL EVENT:

Same as above  
NAME

TELEPHONE

P.O. Box 398, Hickory, NC 28603  
ADDRESS

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

3/24/16  
Date

Dana Kaminski  
President  
City of Hickory - Office of Communications  
Non-Profit Organization

Approved by:  
Christina Sumatt  
CITY MANAGER - ASSISTANT

4/8/16  
DATE

DATE APPROVED BY HICKORY CITY COUNCIL: \_\_\_\_\_

From: Kathy Wilson - 312-6756  
 Call if questions.



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: Reading New Testament of Bible  
 Applicant Name & Title: Dr. Kathy Johnson - Pastor  
 Organization: Greater Shekinah Glory Church  
 Mailing (Billing) Address: 3066 Hwy 127 South  
 City / State / Zip: Hickory NC 28601  
 Daytime Phone: 828-294-1700 Cell: 828-312-6756 Email: rwtrrenching@hotmail.com  
 Description of the Event: We will read the New Testament in its entirety

Does the event have a Twitter, Facebook or other social networking page? Face book  
 If yes, please list URL(s): Greater Shekinah Glory Church, Hickory NC

Event Address: <u>Julian G Whitener Municipal Building</u>	
Date of Event: <u>Wednesday May 4 - 2016</u>	
Event Start Time: <u>8:00 AM</u>	Event End Time: <u>9:00 PM</u>
Road Closure Begins (if applicable): <u>NA</u>	Road Closure Ends (if applicable): <u>NA</u>
Set-Up Begins: <u>7:30 AM</u>	Clean-Up Ends:
Preferred Date & Time of Inspection:	
Estimated Attendance: <u>20 people / They will come and go</u>	
The Event is: <input type="checkbox"/> Private (by invitation only) or <input checked="" type="checkbox"/> Open to General Public	
Describe the procedures to be used for selecting participants and vendors for this event: <u>Event will be advertized on social media + in paper - participants will schedule time to read.</u>	

APPLICANT'S SIGNATURE Kathy Johnson DATE: 3-10-16

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

### TENTS & MEMBRANE STRUCTURES

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

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

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

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

Are there multiple tents without sidewalls placed side by side such that the total square footage of all the tents in this group exceeds 700 square feet without 12 feet of clear space between all other permanent and temporary structures?  Yes  No *Small 10x12' to cover Podium*

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**\*\* 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: \_\_\_\_\_

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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 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: \_\_\_\_\_

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: *8:00* Finish time: *9:00*

**HAZARDOUS MATERIALS**

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

Will there be any portable heaters?  Yes  No

Will there be any deep fat fryers?  Yes  No

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

**ALCOHOL**

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

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

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

Who will be serving the alcohol?

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**

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

VENDOR NAME	ADDRESS	PHONE NUMBER(S)

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

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

### VENDORS

Does the event include food vendors? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If the event will have food vendors, please check the following that apply: <input type="checkbox"/> Served <input type="checkbox"/> Sold <input type="checkbox"/> Free <input type="checkbox"/> Catered <input type="checkbox"/> Prepared Outdoors <i>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.</i>		
Does the event include food concession and/or cooking areas? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, please list each vendor and specify cooking method (Gas, Electric, Charcoal, Other) <i>(Use additional sheet if necessary)</i>		
<i>VENDOR</i>	<i>COOKING METHOD</i>	<i>FOOD ITEM</i>

*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)

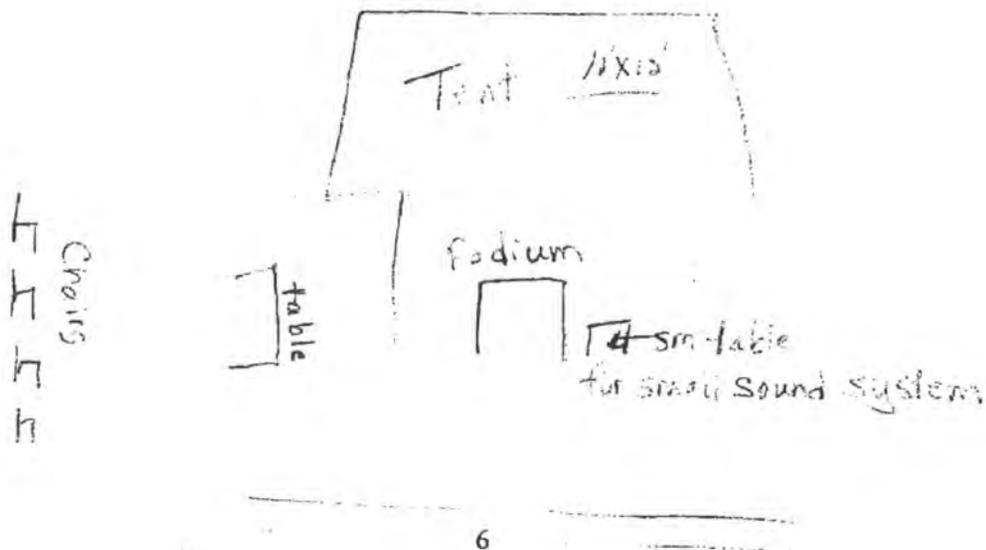
DATE	TIME	ACTION	ADDITIONAL NOTES



### SITE PLAN

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

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



**WALK, RUN, CYCLE EVENTS ON PUBLIC ROADWAYS**

Number of participants expected: \_\_\_\_\_ % of participants expected under 18: \_\_\_\_\_

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

Number of volunteers expected: \_\_\_\_\_ % of volunteers expected under 18: \_\_\_\_\_

**Check the approved City/NCDOT Route on public roadways below**

- 5K 1 Downtown 5k** (Not allowed on Saturdays during the Downtown Hickory Farmers Market: Mid April-November)
- 5K 2 Hickory Foundation YMCA** (Can start and finish in Downtown District or other locations on route)
- 5K 3 FRMC 5K** (Can start and finish in Downtown District or other locations on route)
- 5K 4 Neill Clark Park 5k** (Must contact Parks and Recreation Director Mack McLeod [mmcleod@hickorync.gov](mailto: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](mailto:mmcleod@hickorync.gov) and Hickory Crawdads Mark Seaman 828-322-3000 or [mseaman@hickorycrawdads.com](mailto: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.

Greater Shekinah Glory Church  
NAME OF NON-PROFIT ORGANIZATION

BRIEFLY DESCRIBE THE PURPOSE OF THE NON-PROFIT ORGANIZATION:  
Church

LIST ORGANIZATIONS OFFICERS:

<u>Pastor Kathy Johnson</u>	<u>828-294-1700</u>
	TELEPHONE
<u>Minister Kathy Wilson</u>	<u>828-312-6756</u>
	TELEPHONE
	TELEPHONE

CHAIRPERSON OF THE SPECIAL EVENT:

<u>Kathy Wilson</u>	<u>828-312-6756</u>
NAME	TELEPHONE

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.*

3-10-2016  
Date

Kathy Johnson  
President  
Greater Shekinah Glory Church  
Non-Profit Organization

Approved by:  
Andrew Dunst  
CITY MANAGER - ASSISTANT

4/8/16  
DATE

DATE APPROVED BY HICKORY CITY COUNCIL: \_\_\_\_\_

NORTH CAROLINA

RELEASE AND INDEMNITY AGREEMENT

CATAWBA COUNTY

THIS RELEASE AND INDEMNITY AGREEMENT, entered into by THE CITY OF HICKORY, a North Carolina Municipal Corporation, City, and the Greater Shekinah Glory Church, 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 3rd day of March, 2016.

Kathy Wilson  
Kathy Johnson  
President | Pastor



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/04/2016

**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).**

<b>PRODUCER</b>  <b>JULIET GOOD INSURANCE</b> 15 US HWY 321 SW HICKORY, NC 28602	<b>CONTACT: JULI GIBSON</b> PHONE: 828-345-0740      FAX: 828-345-0741 (A/C, No, Ext)                      (A/C, No) E-MAIL: juli.gibson.lsz3@statefarm.com ADDRESS:																					
<b>INSURED</b>  TRUSTEES OF SHEKINAH GLORY FELLOWSHIP CHURCH 3066 S HWY 127 HICKORY, NC 28602	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td style="width: 70%;">INSURER A: State Farm Fire and Casualty Company</td> <td colspan="2">25143</td> </tr> <tr> <td>INSURER B:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER C:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER D:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER E:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER F:</td> <td colspan="2"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: State Farm Fire and Casualty Company	25143		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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**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. INSUR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>					EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCUR/NOI) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ACV NJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER \$
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					
	AUTOMOBILE LIABILITY ANY AUTO                      SCHEDULED AUTOS ALL OWNED AUTOS                      NON-OWNED AUTOS HIRED AUTOE					COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB                      OCCUR EXCESS LIAB                      CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	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				PER STATUTE    OTHER 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)  
 CHURCH-RELIGIOUS ORGANIZATION  
 DEDUCTIBLE--\$500

<b>CERTIFICATE HOLDER</b>  CITY OF HICKORY, NC 111 MAIN AVENUE NE HICKORY, NC 28601	<b>CANCELLATION</b>  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 <div style="text-align: center; font-family: cursive; font-size: 1.2em;">Kathy Johnson Pastor</div>
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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**

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: Wrestling at L.P. Frans Stadium  
 Applicant Name & Title: Pete Subsara - Director of Promotions & Community Relations  
 Organization: Hickory Crawdads Professional Baseball  
 Mailing (Billing) Address: PO Box 1268  
 City / State / Zip: Hickory, NC 28603  
 Daytime Phone: 828-322-3000 Cell: 716-713-4904 Email: psubsara@hickorycrawdads.cc  
 Description of the Event: Wrestling event at home plate. Autographs & Picture 3 hours before show starts.  
 Does the event have a Twitter, Facebook or other social networking page? No  
 If yes, please list URL(s): \_\_\_\_\_

<b>Event Address:</b> 2500 Clement Blvd., Hickory, NC 28601	
<b>Date of Event:</b> Saturday, June 4th, 2016	
<b>Event Start Time:</b> 4pm	<b>Event End Time:</b> 10pm
<b>Road Closure Begins (if applicable):</b>	<b>Road Closure Ends (if applicable):</b>
<b>Set-Up Begins:</b> 10am	<b>Clean-Up Ends:</b> 11pm
<b>Preferred Date &amp; Time of Inspection:</b>	
<b>Estimated Attendance:</b> 3,000	
<b>The Event is:</b> <input type="checkbox"/> Private (by invitation only) or <input checked="" type="checkbox"/> Open to General Public	
<b>Describe the procedures to be used for selecting participants and vendors for this event:</b> Northeast Wrestling is providing the talent, merch, etc.	

**APPLICANT'S SIGNATURE** Pete Subsara **DATE:** 3/11/16

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

**TENTS & MEMBRANE STRUCTURES**

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

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

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

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

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

---

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

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

# of Membrane Structure(s) \_\_\_ exceeding 400 square feet

**POWER SOURCES**

Will you use electric generators? \_\_\_ Yes  No

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

Provide contact information for contractor supplying generator power:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

---

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

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

Provide contact information for person responsible for setup of power:

Name: \_\_\_\_\_ 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: \_\_\_\_\_

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: **Michael Lombardi** Phone: **845-564-0931** Email: **newwrestling@yahoo.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: \_\_\_\_\_ Finish time: \_\_\_\_\_

**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 **Using concession fryers**

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? **Crawdads Staff**

Times for alcohol to be served: **4pm - 10pm**

Locations within event site where alcohol will be served:

**3rd base concessions & Cafe**

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)
Northeast Wrestling	19 Foxwood Dr., Newburgh, NY 12556	845-564-0931

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)*

<i>VENDOR</i>	<i>COOKING METHOD</i>	<i>FOOD ITEM</i>
Hickory Crawdads	Existing Concessions	Concession Food

*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)

<b>DATE</b>	<b>TIME</b>	<b>ACTION</b>	<b>ADDITIONAL NOTES</b>
6/4	10am	Stage/Event Set-Up	
6/4	4pm	Pre-Show gates open	Autographs will last 3 hrs
6/4	7pm	Wrestling Show Starts	2-3 hr. show
6/4	9:30pm	Show ends/clean-up starts	



## SITE PLAN

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

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

### WALK, RUN, CYCLE EVENTS ON PUBLIC ROADWAYS

Number of participants expected: \_\_\_\_\_ % of participants expected under 18: \_\_\_\_\_

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

Number of volunteers expected: \_\_\_\_\_ % of volunteers expected under 18: \_\_\_\_\_

#### Check the approved City/NCDOT Route on public roadways below

- 5K 1 Downtown 5k** (Not allowed on Saturdays during the Downtown Hickory Farmers Market: Mid April-November)
- 5K 2 Hickory Foundation YMCA** (Can start and finish in Downtown District or other locations on route)
- 5K 3 FRMC 5K** (Can start and finish in Downtown District or other locations on route)
- 5K 4 Neill Clark Park 5k** (Must contact Parks and Recreation Director Mack McLeod [mmcleod@hickorync.gov](mailto: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](mailto:mmcleod@hickorync.gov) and Hickory Crawdads Mark Seaman 828-322-3000 or [mseaman@hickorycrawdads.com](mailto: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 Crawdads Professional Baseball  
NAME OF NON-PROFIT ORGANIZATION

**BRIEFLY DESCRIBE THE PURPOSE OF THE NON-PROFIT ORGANIZATION:**  
We're a minor league baseball team holding a stand-alone wrestling event for wrestling fans in and around western Carolina.

**LIST ORGANIZATIONS OFFICERS:**

<u>Charlie Downs</u>	<u>828-322-3000</u>
	TELEPHONE
<u>Pete Subsara</u>	<u>828-322-3000</u>
	TELEPHONE
<u>Douglas Locasio</u>	<u>828-322-3000</u>
	TELEPHONE

**CHAIRPERSON OF THE SPECIAL EVENT:**

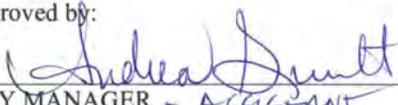
<u>Mark Seaman</u>	<u>828-322-3000</u>
NAME	TELEPHONE

PO Box 1268, 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.*

3/11/16  
Date

Mark Seaman  
President  
HICKORY CRAWDADS  
Non-Profit Organization

Approved by:  
  
CITY MANAGER - ASSISTANT

4/11/16  
DATE

DATE APPROVED BY HICKORY CITY COUNCIL: \_\_\_\_\_

**NORTH CAROLINA**

**RELEASE AND INDEMNITY AGREEMENT**

**CATAWBA COUNTY**

**THIS RELEASE AND INDEMNITY AGREEMENT**, entered into by **THE CITY OF HICKORY**, a North Carolina Municipal Corporation, City, and the **Hickory Crawdads** \_\_\_\_\_, 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 11 day of March, 2016.

Mark Seaman

\_\_\_\_\_  
President

\_\_\_\_\_



Wrestling  
Site-Plan



Imagery ©2016 Burke County, DigitalGlobe, Orbis Inc, U.S. Geological Survey, Map data ©2016 Google 50 ft



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: FOSTER PARENT APPRECIATION DAY  
 Applicant Name & Title: MEGAN HILDEBRAND / FOSTER PARENT RECRUITER / TRAINER  
 Organization: CATAWBA SOCIAL SERVICES  
 Mailing (Billing) Address: POB 1669  
 City / State / Zip: NEWTON, NC 28658  
 Daytime Phone: 828-695-4553 Cell: \_\_\_\_\_ Email: mhildebrand@catawbacountync.gov  
 Description of the Event: PARTY FOR FOSTER KIDS AND PARENTS

Does the event have a Twitter, Facebook or other social networking page? \_\_\_\_\_

If yes, please list URL(s): \_\_\_\_\_

Event Address:	<u>2500 CLEMENT BLVD.</u>	
Date of Event:	<u>MAY 21ST 2016</u>	
Event Start Time:	<u>4:00 PM</u>	Event End Time: <u>8:00 PM</u>
Road Closure Begins (if applicable):	<u>N/A</u>	Road Closure Ends (if applicable):
Set-Up Begins:	<u>3:00 PM</u>	Clean-Up Ends: <u>9:00 PM</u>
Preferred Date & Time of Inspection:	<u>N/A</u>	
Estimated Attendance:	<u>50-80 PEOPLE</u>	
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:		

APPLICANT'S SIGNATURE Megan Hildebrand DATE: 2/8/16

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

**TENTS & MEMBRANE STRUCTURES**

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

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

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

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

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

---

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

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

# of Membrane Structure(s) \_\_\_ exceeding 400 square feet

**POWER SOURCES**

Will you use electric generators? \_\_\_ Yes  No

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

Provide contact information for contractor supplying generator power:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

---

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

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

Provide contact information for person responsible for setup of power:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**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: \_\_\_\_\_

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: \_\_\_\_\_ Finish time: \_\_\_\_\_

**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?

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**

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)
N/A		

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 X 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 *(CONCESSION STAND)*

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
5/21	4:00PM	EVENT STARTS	
	5:00PM	FOOD SERVICE	PROVIDED BY CRAWDARS
	6-8PM	GAMES ON-FIELD	KIDS BUNBUSES / CORN HOLE



**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/NC DOT 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](mailto: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](mailto:mmcleod@hickorync.gov) and Hickory Crawdads Mark Seaman 828-322-3000 or [mseaman@hickorycrawdads.com](mailto: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.)

Catawba Co DSS - Family Builders  
NAME OF NON-PROFIT ORGANIZATION

**BRIEFLY DESCRIBE THE PURPOSE OF THE NON-PROFIT ORGANIZATION:**

Family Builders is the placement unit, foster,  
adoptive and kinship, for Catawba Co DSS. We recruit,  
train and support the placement providers

**LIST ORGANIZATIONS OFFICERS:**

Megan Hildebran  
Pam Bodhart

TELEPHONE  
828-1095-4553  
TELEPHONE  
828-465-8901  
TELEPHONE

**CHAIRPERSON OF THE SPECIAL EVENT:**

Megan Hildebran  
NAME

828-1095-4553  
TELEPHONE

3050 11<sup>th</sup> Ave. Dr. SE / P.O. Box 1009 Newton NC 28658  
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.*

3/15/16  
Date

Megan Hildebran; Special Events  
President coord.  
Catawba DSS - Family Builders  
Non-Profit Organization

Approved by:  
Andrea Sumatt  
CITY MANAGER - ASSISTANT

4/11/16  
DATE

DATE APPROVED BY HICKORY CITY COUNCIL: \_\_\_\_\_

NORTH CAROLINA

RELEASE AND INDEMNITY AGREEMENT

CATAWBA COUNTY

THIS RELEASE AND INDEMNITY AGREEMENT, entered into by THE CITY OF HICKORY, a North Carolina Municipal Corporation, City, and the Catawba CoDSS - Family Builders, 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 15 day of March, 2016.

Margem Hildebrand, Special Events  
President, Coordinator

\_\_\_\_\_



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: SWING UNDER THE STARS  
 Applicant Name & Title: TONY ELDON EXECUTIVE DIRECTOR  
 Organization: HICKORY MUSIC FACTORY  
 Mailing (Billing) Address: PO BOX 2712  
 City / State / Zip: HICKORY, NC 28603  
 Daytime Phone: 828-305-5659 Cell: 828-635-0934 Email: CONTACT@HICKORYMUSICFACTORY.COM  
 Description of the Event: BIG BAND SWING DANCE CONCERT WITH THE HICKORY JAZZ ORCHESTRA  
 Does the event have a Twitter, Facebook or other social networking page? NO  
 If yes, please list URL(s): —

Event Address: <u>SALS ON THE SQUARE DOWNTOWN HICKORY</u>	
Date of Event: <u>SUNDAY MAY 29TH</u>	
Event Start Time: <u>6:30 PM</u>	Event End Time: <u>9:30 PM</u>
Road Closure Begins (if applicable): <u>—</u>	Road Closure Ends (if applicable): <u>—</u>
Set-Up Begins: <u>12 PM</u>	Clean-Up Ends: <u>10:30 PM</u>
Preferred Date & Time of Inspection: <u>5:30 PM ON MAY 29TH</u>	
Estimated Attendance: <u>1700</u>	
The Event is: <input type="checkbox"/> Private (by invitation only) or <input checked="" type="checkbox"/> Open to General Public	
Describe the procedures to be used for selecting participants and vendors for this event: <u>ALL APPLICANTS ARE SUBMITTED AND HMIF BOARD SELECTS THEM</u>	

APPLICANT'S SIGNATURE [Signature] DATE: 3/15/16

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

**TENTS & MEMBRANE STRUCTURES**

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

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

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

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

*INTRODUCED 1 TENT TO COVER SOUND BOARD. 10 x 10 POP UP.*

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: *TOMY ELDONIA* Phone: *635-0939* Email: *CONTRACT@HICKORYMUSICFACTORY.COM*

**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: 2

Type(s) of music: JAZZ

Will a portable or temporary stage be utilized?  Yes  No

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

Provide contact information for contractor providing stage:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

Will your event use amplified sound?  Yes  No

If yes, please indicate times: Start time: 6:30 PM Finish time: 9:30 PM



### VENDORS

Does the event include food vendors? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If the event will have food vendors, please check the following that apply: <input checked="" type="checkbox"/> Served <input type="checkbox"/> Sold <input type="checkbox"/> Free <input type="checkbox"/> Catered <input type="checkbox"/> Prepared Outdoors <i>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.</i>		
Does the event include food concession and/or cooking areas? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, please list each vendor and specify cooking method (Gas, Electric, Charcoal, Other) (Use additional sheet if necessary)		
<b>VENDOR</b>	<b>COOKING METHOD</b>	<b>FOOD ITEM</b>

*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)

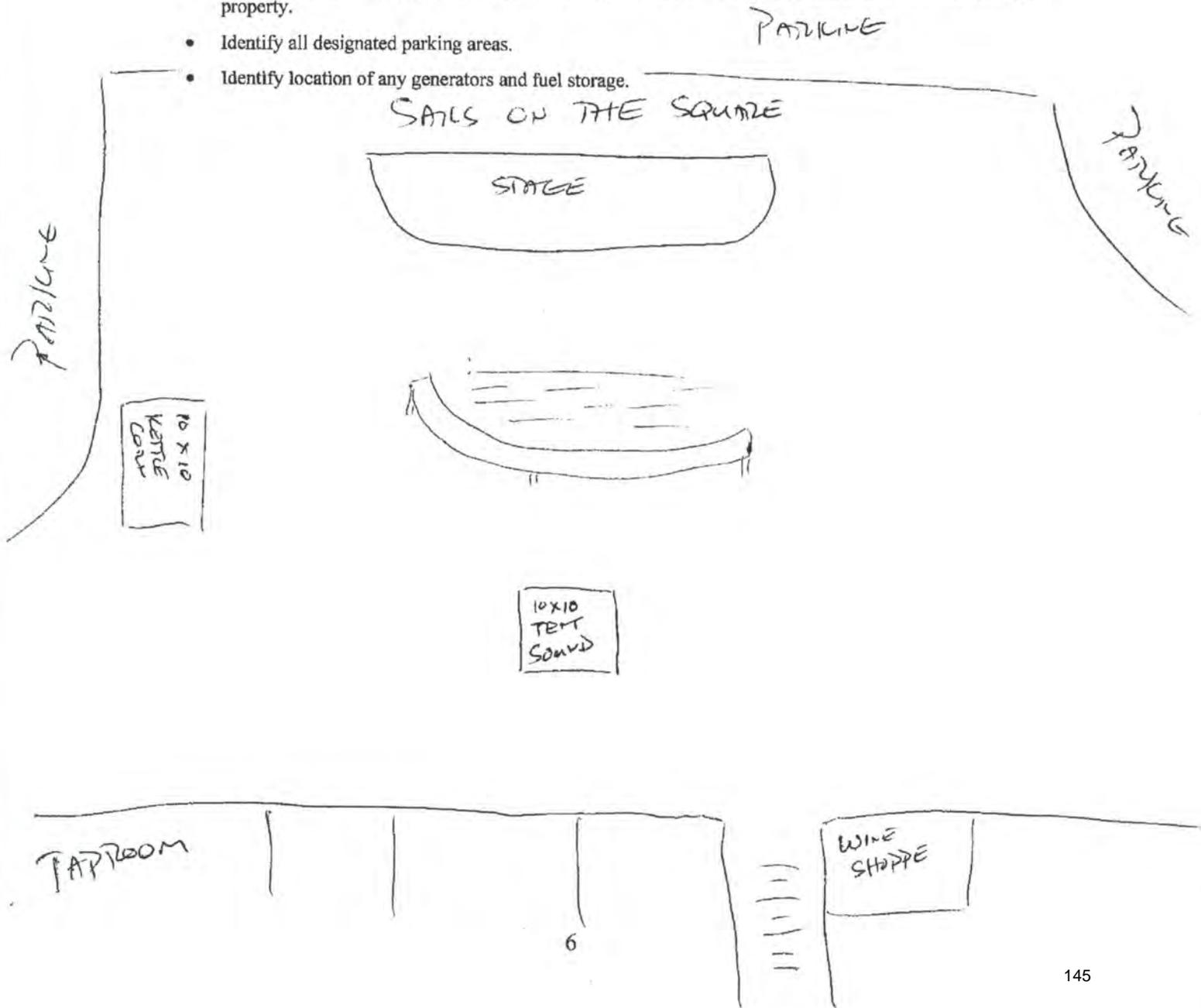
DATE	TIME	ACTION	ADDITIONAL NOTES
5/29/16	12pm	SET UP	
	5:30pm	SOUND CHECK	
	6:30pm	CONCERT STARTS	
	9:30pm	CONCERT ENDS	
	10:30pm	DOVE CLEANING UP	



### 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.



N/A

**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](mailto: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](mailto:mmcleod@hickorync.gov) and Hickory Crawdads Mark Seaman 828-322-3000 or [mseaman@hickorycrawdads.com](mailto: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)

N/A

**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

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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.)

N/A

**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) *20 VOLUNTEERS - SET UP, CLEAN UP, SECURITY*

**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.

**NAME OF NON-PROFIT ORGANIZATION**

Hickory Music Factory

**BRIEFLY DESCRIBE THE PURPOSE OF THE NON-PROFIT ORGANIZATION:**

TO BUILD FUTURES BY TEACHING, PERFORMANCE AND COMMUNITY OUTREACH.

**LIST ORGANIZATIONS OFFICERS:**

TOMY ELTONA

828-638-0939

TELEPHONE

RICK CLINE

828-320-2159

TELEPHONE

RICHARD PAUC

828-612-0494

TELEPHONE

**CHAIRPERSON OF THE SPECIAL EVENT:**

TOMY ELTONA  
NAME

828-638-0939

TELEPHONE

147 LAUREL RIDGE LN TAYLORSVILLE, NC 28681  
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 Music Factory  
Non-Profit Organization

Approved by:

Andrea Dunath  
CITY MANAGER - ASSISTANT

4/11/14  
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 Music Factory, 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

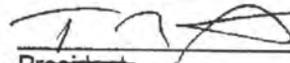
**WHEREAS**, to this end, said Applicant has previously filed with the City of Hickory an application for approval of said event, and wishes to enter into this Release and Indemnity Agreement pursuant to the Hickory City Code and the administrative rules of the City of Hickory;

**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 22 day of MARCH, 2016.

  
\_\_\_\_\_  
President  
EXECUTIVE DIRECTOR

\_\_\_\_\_





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 Choral Society (HCS) Pops Concert - Sounds of the 60's  
 Applicant Name & Title: Dana Kaminske, Communications & Marketing Manager  
 Organization: City of Hickory  
 Mailing (Billing) Address: PO Box 398  
 City / State / Zip: Hickory, NC 28603  
 Daytime Phone: (828) 261-2289 Cell: (828) 855-8584 Email: dkaminske@hickorync.gov  
 Description of the Event: Hickory Choral Society will sing songs under the Salls on the Square. It is free to the public due to Hickory being the sponsor. Citizens are encouraged to bring chairs and/or picnic supper and enjoy music.  
 Does the event have a Twitter, Facebook or other social networking page? Yes  
 If yes, please list URL(s): HickoryWellCrafted.com; Hickory's social media; HCS social media

<b>Event Address:</b> The Salls on the Square in Downtown Hickory	
<b>Date of Event:</b> Sunday, May 15, 2016	
<b>Event Start Time:</b> 5 p.m.	<b>Event End Time:</b> 7:30 p.m.
<b>Road Closure Begins (if applicable):</b> n/a	<b>Road Closure Ends (if applicable):</b> n/a
<b>Set-Up Begins:</b> 2:30 p.m.	<b>Clean-Up Ends:</b> 8:30 p.m.
<b>Preferred Date &amp; Time of Inspection:</b> n/a	
<b>Estimated Attendance:</b> 500	
<b>The Event is:</b> <input type="checkbox"/> Private (by invitation only) or <input checked="" type="checkbox"/> Open to General Public	
<b>Describe the procedures to be used for selecting participants and vendors for this event:</b> No vendors at this event	

APPLICANT'S SIGNATURE Dana Kaminske DATE: 4/16/16

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

**TENTS & MEMBRANE STRUCTURES**

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

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

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

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

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

---

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

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

# of Membrane Structure(s) \_\_\_\_\_ exceeding 400 square feet

**POWER SOURCES**

Will you use electric generators?  Yes  No

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

Provide contact information for contractor supplying generator power:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

---

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

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

Provide contact information for person responsible for setup of power:

Name: Bonita Ferretti Phone: (828) 322-2210 Email: rolerworthy@hickorychoral.society.org

**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: 1

Type(s) of music: Hickory Choral Society will be singing and some instruments will be played

Will a portable or temporary stage be utilized?  Yes  No

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

Provide contact information for contractor providing stage:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

Will your event use amplified sound?  Yes  No

If yes, please indicate times: Start time: 5 p.m. Finish time: 7:30 p.m.



**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
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)

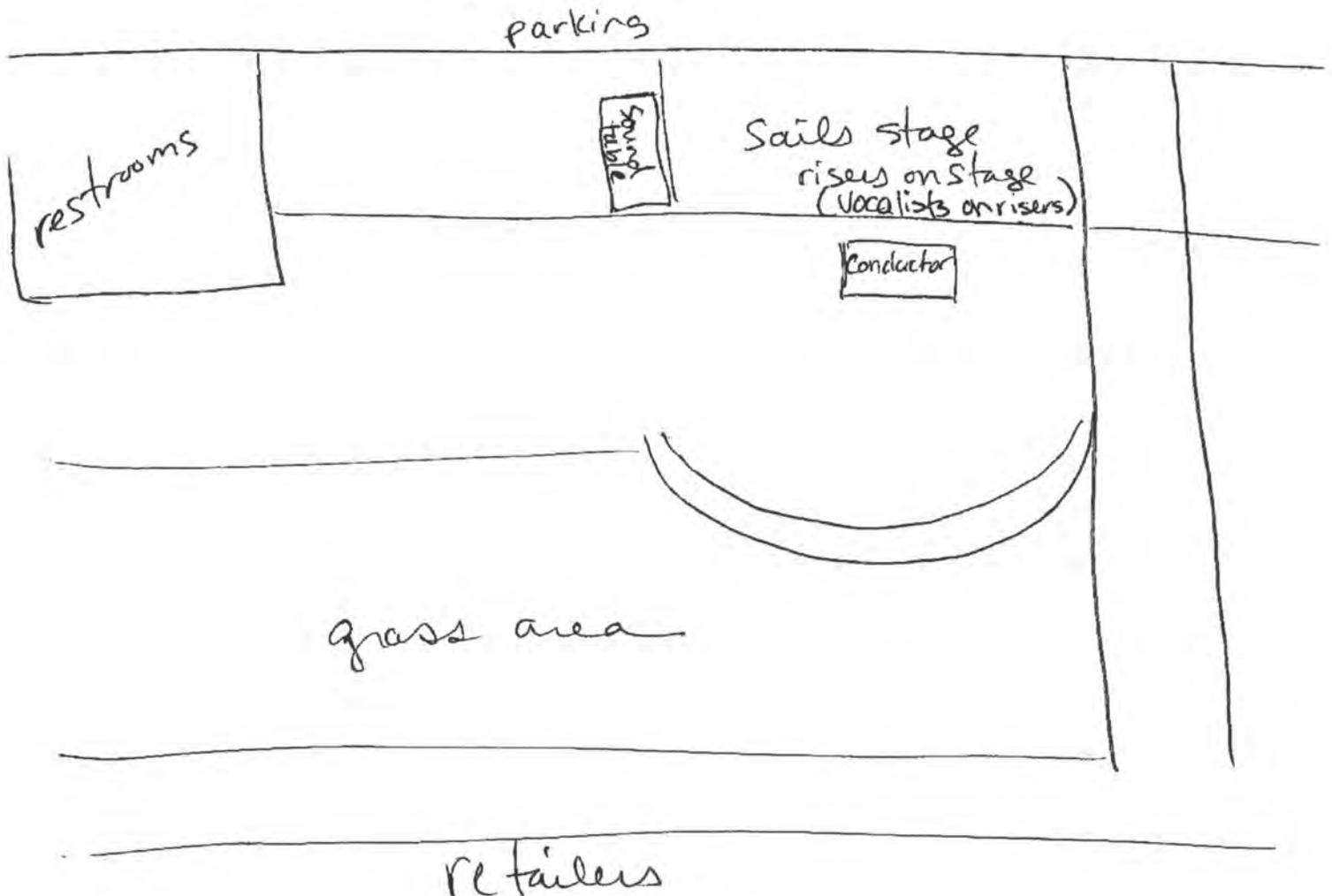
DATE	TIME	ACTION	ADDITIONAL NOTES
5-15-16	2:30 - 3:30 p.m.	HCS to set up sound booth and risers on stage	Risers that are safety certified risers that are used during
		*Hickory logo banner will need to be down and restrooms open between 3 - 8 p.m.	the Christmas concert at Corinth that are fully insured by HCS.
	4 - 5 p.m.	People will gather downtown to set up chairs, etc.	
	5 p.m.	Concert begins	
		*Will need HPD on duty officers to do a walk through during event.	
	7:30 p.m.	Concert over (it could be a little earlier)	
	8:30 p.m.	Stage cleared and sound equipment gone.	



**SITE PLAN**

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

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



## WALK, RUN, CYCLE EVENTS ON PUBLIC ROADWAYS

Number of participants expected: \_\_\_\_\_ % of participants expected under 18: \_\_\_\_\_

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

Number of volunteers expected: \_\_\_\_\_ % of volunteers expected under 18: \_\_\_\_\_

### Check the approved City/NCDOT Route on public roadways below

- 5K 1 Downtown 5k** (Not allowed on Saturdays during the Downtown Hickory Farmers Market: Mid April-November)
- 5K 2 Hickory Foundation YMCA** (Can start and finish in Downtown District or other locations on route)
- 5K 3 FRMC 5K** (Can start and finish in Downtown District or other locations on route)
- 5K 4 Neill Clark Park 5k** (Must contact Parks and Recreation Director Mack McLeod [mmcleod@hickorync.gov](mailto: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.

City of Hickory  
NAME OF NON-PROFIT ORGANIZATION

BRIEFLY DESCRIBE THE PURPOSE OF THE NON-PROFIT ORGANIZATION:  
Government

LIST ORGANIZATIONS OFFICERS:

Mick Berry - City Manager TELEPHONE 828-323-7400  
TELEPHONE  
TELEPHONE

CHAIRPERSON OF THE SPECIAL EVENT:

Dana Kaminske TELEPHONE 828-261-2289  
NAME TELEPHONE

P.O. Box 398, Hickory, NC 28603  
ADDRESS

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

4/6/16  
Date

Dana Kaminske  
President  
City of Hickory  
Non-Profit Organization

Approved by:  
Andrew DeWitt  
CITY MANAGER - ASSISTANT

4/11/16  
DATE

DATE APPROVED BY HICKORY CITY COUNCIL: \_\_\_\_\_

4

COUNCIL AGENDA MEMOS

Exhibit VIII.J.

**To: City Manager's Office**  
**From: Kevin B. Greer, PE, Assistant Public Services Director - Public Utilities**  
**Contact Person: Kevin B. Greer, PE**  
**Date: April 5, 2016**  
**Re: Agreement for Professional Services with McGill Associates for the Geitner Basin Sewer System Rehabilitation Project.**

**REQUEST**

Staff requests Council approval of this Agreement for Professional Planning, Design, Construction Administration and Inspection Services with McGill Associates for Geitner Basin Sewer System Rehabilitation project in the amount of \$196,400.

**BACKGROUND**

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

The Geitner Basin area was identified for evaluation and analysis due to excessive Inflow/Infiltration evident through system surcharging during significant rain events. This area is one of the oldest parts of the City of Hickory's Collection System. McGill Associates was selected as the Engineer to complete this evaluation and analysis for further recommendations to repair the system.

The City of Hickory Public Utilities Department recommended applying for North Carolina Department of Environmental Quality (NCDEQ) State Revolving Loan Funds for this project due to the availability of money immediately, 20 year Term for borrowing and 1.75% Interest Rate on the loan. McGill Associates was selected to complete the application for the Loan through the State Revolving Loan program due to their familiarity with the project and area through completion of the Geitner Basin Evaluation and the Geitner Basin Outfall Replacement project.

**ANALYSIS**

The Geitner Basin Sewer System Rehabilitation project consists of the Geitner Basin Outfall replacement project and the Geitner Basin Replacement/Rehabilitation project. These projects consist of complete replacement of the large diameter outfall from Hwy 70 at Harvest Bible Church to US Hwy 321 along the stream and the second part of the project is a number of point repairs, manhole rehabilitations, service lateral replacements and main line replacements in the area bounded by Hwy 70, US Hwy 321, 4th St Dr SW and 2<sup>nd</sup> Ave SW.

This project was approved for funding recently by the NCDEQ State Revolving Fund in the amount of \$3,519,475. The engineering, planning, design and construction expenses necessary to complete this work are eligible expenses for reimbursement from the State Revolving Loan program and were included in the application package for requested funds.

McGill Associates previous knowledge of the infrastructure specifically in this area and access to mapping and GPS data already collected as a component of the previous project makes them the optimal firm to complete this design effort.

This project has been approved by NCDEQ State Revolving Program for funding.

**RECOMMENDATION**

Staff recommends Council approval of this Agreement for Professional Planning, Design, Construction Administration and Inspection Services with McGill Associates for Geitner Basin Sewer System Rehabilitation project in the amount of \$196,400.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

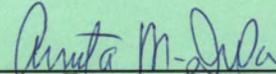
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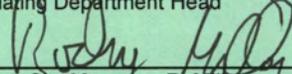
**From: Water & Sewer Fund Balance**

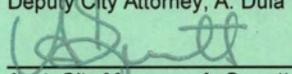
**To: 065-8033-587.25-04**

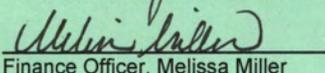
**Reviewed by:**

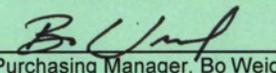
Chuck Hansen   
Initiating Department Head      3/30/2016  
Date

Anita M. Dula   
Deputy City Attorney, A. Dula      4-13-16  
Date

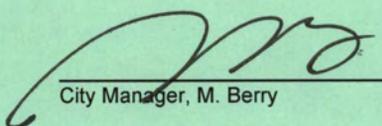
Rodney Miller   
Asst. City Manager, R. Miller      4-11-16  
Date

A. Surratt   
Asst. City Manager, A. Surratt      4/12/16  
Date

Melissa Miller   
Finance Officer, Melissa Miller      4-11-16  
Date

Bo Weichel   
Purchasing Manager, Bo Weichel      4-12-15  
Date

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

  
City Manager, M. Berry

\_\_\_\_\_  
Date

**AGREEMENT BETWEEN OWNER  
AND  
(ENGINEERING FIRM)  
FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of \_\_\_\_\_ 2016, between the City of Hickory ("OWNER"), with principal offices at 76 North Center Street, Hickory, NC 28601 and McGill Associates, P.A. ("ENGINEER"), with principal offices at 55 Broad Street, Asheville, North Carolina 28801 for services in connection with the project known as the **Geitner Basin Sewer System Rehabilitation** ("Project");

**WHEREAS**, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services ("Services") in connection with the Project; and

**WHEREAS**, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

**NOW, THEREFORE**, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

**SECTION I. SCOPE OF SERVICES**

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

**SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The "Terms and Conditions for Professional Services," which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

**SECTION III. RESPONSIBILITIES OF OWNER**

The OWNER shall provide the information set forth in Paragraph 6 of the attached Terms and Conditions for Professional Services.

**SECTION IV. COMPENSATION**

Unless otherwise described in this Section, compensation for ENGINEER's services under this Agreement shall be on the basis of lump sum. The amount of the lump is **One Hundred Ninety Six Thousand, Four Hundred and 00/100 Dollars (\$196,400)**. This lump sum fee is for the following Tasks:

<b>Task 1:</b>	<b>Engineering Report (NCDENR Format)</b>	<b>\$ 8,000.00</b>
<b>Task 2:</b>	<b>Preparation of Design and Contract Documents</b>	<b>\$85,400.00</b>
<b>Task 3:</b>	<b>Bidding and Award</b>	<b>\$ 8,000.00</b>
<b>Task 4:</b>	<b>Construction Administration &amp; Observation</b>	<b>\$95,000.00</b>

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER's compensation as Reimbursable Expenses.

ENGINEER shall be compensated for Additional Services described in Exhibit A based on actual labor hours performed and expenses incurred in accordance with the ENGINEER's latest Basic Fee Schedule.

Compensation terms are defined as follows:

Lump Sum shall mean a fixed amount which shall be the total compensation agreed upon in advance for Scope of Services.

**SECTION V. PERIOD OF SERVICE**

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period(s) described in Exhibit A. Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER's services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER's services are exceeded through no fault of the ENGINEER, such as Acts of God, Delay attributed solely to OWNER or unforeseeable delay related to Regulatory Agency, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER's compensation may be equitably adjusted, as agreed in writing.

**SECTION VI. SPECIAL PROVISIONS**

None

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

City of Hickory  
"OWNER"

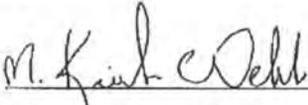
BY: \_\_\_\_\_

NAME: Mick Berry

TITLE: City Manager

ADDRESS: Post Office Box 398  
Hickory, NC 28603

McGill Associates, P.A.  
"ENGINEER"

BY: 

NAME: M. Keith Webb

TITLE: Vice President

ADDRESS: Post Office Box 2259  
Asheville, NC 28802

**EXHIBIT A**  
**SCOPE OF SERVICES**

**Project Description and Scope:**

The proposed Geitner Basin Sewer System Rehabilitation project is based on the recommendations included in the report prepared by McGill Associates titled "Geitner Basin Sewer System Infrastructure Evaluation, City of Hickory, February 2015." The project scope includes approximately 2,700 linear feet of cured-in-place pipe lining rehabilitation of 8" VCP sewer line, approximately 1,750 linear feet of cured-in-place pipe lining rehabilitation of 10" VCP sewer line, approximately 3,320 linear feet of 8" sewer line replacement, approximately 290 linear feet of 10" sewer line replacement, approximately 80 linear feet of 12" sewer line replacement, pipe bursting of approximately 550 linear feet of existing 10" VCP sewer line, replacement or rehabilitation of approximately 57 manholes, and point repairs of existing sewer lines. The City of Hickory has received a low-interest loan offer through the North Carolina Department of Environment and Natural Resources (NCDENR), Division of Water Infrastructure, Clean Water State Revolving Fund (CWSRF) program for this project.

**Task 1 – Engineering Report (NCDENR format)**

1. Prepare an Engineering Report in accordance with the guidelines and format of the NCDENR, Division of Water Infrastructure for CWSRF projects. In addition to the scope of work described above, it is understood that the Owner intends to add the Geitner Branch sewer outfall replacement to the CWSRF project. Therefore, the Engineering Report will also include replacement of the existing Geitner Branch sewer line as part of the project to be funded through the Clean Water State Revolving Fund. The Owner will provide financial, mapping and other information needed for the Engineer's preparation of the Engineering Report.
2. Submit the Engineering Report and other supporting documents to the NCDENR Division of Water Infrastructure for review. Respond to NCDENR review comments, if any.

**Task 2 – Preparation of Design and Contract Documents**

1. Meet with City staff to initiate communications, define schedules, discuss approvals, gather data, and confirm technical requirements for the project, including confirmation of the recommended scope of sewer rehabilitation work. (Note: The engineering associated with the Geitner Branch sewer outfall replacement is included in a separate engineering agreement and is not included in this scope of work.)

2. For the portions of the rehabilitation project that require relocation of sewer lines, conduct an on-site investigation to determine the feasibility of the proposed sewer system relocation layout.
3. Perform a topographical survey for the portions of the project that require replacement and/or relocation of sewer lines, and perform limited field surveys of the existing sewer lines that will be rehabilitated utilizing trenchless rehabilitation methods (i.e., cured-in-place lining or pipe bursting).
4. Prepare the design, bidding and contract documents for the project, including construction drawings, bid documents, technical specifications, and NCDENR-CWSRF contract documents.
5. Submit the drawings and bid documents to the City for review, and make revisions based on City comments.
6. Prepare the required NCDENR Authorization to Construct application and related documents, and submit the application, drawings and bid documents to the NCDENR Division of Water Infrastructure for review. Respond to NCDENR review comments, if any.
7. Prepare a NCDENR Fast-Track Sewer Extension permit application for the portions of the project that involve relocation of sewer lines, and for any other sewer rehabilitation that requires NCDENR approval. All permit fees shall be paid directly by the Owner. Please note that while not anticipated to be necessary for this project, preparation of flood studies, no-rise certifications, or Environmental Assessments are not included in this scope of work.
8. Notify the City of any adjustment of the project cost caused by changes in scope, design requirements or construction costs, and furnish a revised cost estimate based on the final design documents.
9. Furnish copies of the final design documents as required to accomplish the design phase.

### **Task 3 – Bidding and Award**

1. Prepare the Advertisement for Bids. Publication costs to be paid separately by the City.
2. Schedule and attend a pre-bid conference as required by NCDENR for CWSRF projects. Minority Business subcontractor solicitation requirements will be

discussed and outlined at the pre-bid conference. Prepare Pre-Bid Meeting Minutes and issue the minutes as part of an addendum to all plan holders.

3. Respond to bidder questions and issue addenda as appropriate to all plan holders.
4. Attend the public bid opening to receive and open the bids. Review and evaluate the bids, and prepare a certified bid tabulation.
5. Consult with and advise the City with regards to the acceptability of bidders and make recommendation of award of the contract to the lowest responsive and responsible bidder.
6. Prepare the required Project Bid Information documentation and submit the information on behalf of the City to the NCDENR Division of Water Infrastructure for review and approval.
7. Assist the City with the final preparation and execution of the construction contract.
8. This Agreement for Engineering Services is based on a single bid period, pre-bid meeting and bid opening. If additional bid periods, meetings or bid openings are requested or required, additional engineering services will be necessary.

#### **Task 4 – Construction Administration and Observation**

1. Schedule and attend a preconstruction conference with the City, Contractor and NCDENR representative to discuss matters related to the construction of the project.
2. Periodically visit the site during construction to observe the progress and quality of the executed work to determine if the work is proceeding in general accordance with the plans and specifications, and disapprove or reject any work failing to conform to the plans and specifications. The site visits include the preconstruction conference, observations during construction, a final inspection and a return site visit to observe the completion of the final punch list, assuming a 180 day construction period. This proposal is based on providing an average of two (2) site visits per week for 26 weeks. If the construction period extends beyond the assumed 180 days, or if more site visits are necessary, additional services and compensation for construction administration and observations will be required.
3. Review and approve shop drawings, diagrams, illustrations, brochures, catalog data, schedules, samples, the results of tests and inspections, and other data that the Contractor is required to submit. For trenchless rehabilitation methods this

data will also include video copies of closed circuit television video (CCTV) inspections performed by the Contractor.

4. Inform the City of necessary change orders and review all requests for change orders from the Contractor.
5. Receive and review payment requests from the Contractor, and recommend payment amounts to the City.
6. Perform a final inspection of the construction and determine if the work has been completed in general accordance with the contract documents.
7. Prepare record drawings, and submit record drawings and final certifications to NCDENR as required.

### **Additional Services**

The fees included in this Agreement do not include any work not specifically described in the above scope of work. Any work required or requested that is not described in the scope of work contained herein will be considered additional services subject to additional compensation in accordance with the Engineer's Basic Fee Schedule. The fees included in this Agreement do not include no-rise certifications, flood modeling or flood studies, none of which are anticipated to be required. Should these services be necessary, they can be added to the scope of work by fee amendment at the direction of the City. Also, while not anticipated to be required for this project, preparation of Environmental Assessments, biological surveys, archaeological surveys, or any other environmental surveys are not included in this scope of work.

Geotechnical or subsurface investigations are not included in this proposal, but can be coordinated as additional services if needed or desired. Material testing during construction is not included in this scope of work. It is assumed that the cost of material testing will be paid by the City directly to the material testing company.

If the construction period extends beyond 120 days, or if more frequent site visits are necessary than stated in the scope of work, additional services and compensation for construction administration and observations will be required.

Permit fees and bid advertisement publication costs are to be paid directly by the City and are not included in the fees provided in this Agreement.

Preparation of easement plats for private easements, redesigns performed to accommodate property owner or City changes during easement negotiations, or any other work related to easement acquisition will be provided as Additional Services on an hourly basis in accordance with the Engineer's Basic Fee Schedule.

## Terms and Conditions for Professional Services

### 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation Insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability Insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability Insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability Insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability Insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

### 3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents his judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

### 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement.

### 5. CONTROLLING LAW

This Agreement is to be governed by the state of NC.

### 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

### 7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

### 8. RE-USE OF DOCUMENTS

Upon payment of all amounts rightfully owed by Owner to the Engineer for services rendered with respect to the Services provided under this Agreement, all plans, drawings, specifications, elements of design, models, reports, submissions, mock-ups and other documents and materials that are produced by the Engineer as part of its performance of such Services hereunder (hereinafter the "Design Documents"), with the exception of those documents that constitute standard details, specifications, and/or other data and/or materials that are regularly used by the Engineer and/or the professional design industry in the normal course of business, shall be deemed to be the property of Owner. Any reuse or modification of such documents for purposes other than those intended by the Engineer shall be at the Owner's sole risk and without liability to the Engineer.

### 9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving ten (10) days written notice to the other party. Where the method of payment is "lump sum" or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination.

### 10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

#### 11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments within 30 days in response to ENGINEER's invoices.

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

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

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of receipt by OWNER. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after ten (10) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

#### 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment may be made, and the Agreement modified accordingly.

#### 13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

#### 14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

ENGINEER shall comply with NC's e-verify program.

#### 15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

#### 16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, superseding and controlling over all prior written or oral understandings. This Agreement may be amended,

supplemented or modified only by a written instrument duly executed by the parties.

#### 17. ALLOCATION OF RISK

OWNER and ENGINEER have evaluated the risks and rewards associated with this project, including ENGINEER'S fee relative to the risks assumed, and agree to allocate certain of the risks, so, to the fullest extent permitted by law, the total aggregate liability of Engineer (and its related corporations, subconsultants, and employees) to OWNER and third parties granted reliance is limited to the greater of \$(75,000.00) or its fee, for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of ENGINEER'S services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity, or other recovery. This limitation shall not apply to the extent the damage is paid under Engineer's commercial general liability insurance policy.

#### 18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party or negligent in the performance of services rendered, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

#### 19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER'S property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked.

## IRAN DIVESTMENT ACT CERTIFICATION

OVERVIEW

During the 2015 legislative session, the North Carolina General Assembly enacted the Iran Divestment Act which prohibits state agencies and local governments from entering into contracts with an entity that has been identified by the North Carolina State Treasurer as being engaged in certain investment activities in the Iranian energy sector. The State Treasurer's Office is required to publish a list of entities it has identified as engaging in these activities and must update the list every 180 days. An entity identified on the Treasurer's list (called the "Final Divestment List") is prohibited from contracting with a state agency or any local governments. In addition, all entities contracting with the State and local governments are prohibited from subcontracting with any entity included on the Final Divestment List. Contracts entered into in violation of the Act are rendered void by operation of statute. State agencies and local governments must require entities to certify that they are not included on the Final Divestment List.

CERTIFICATION STATEMENT

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

COUNCIL AGENDA MEMOS

To: City Manager's Office  
From: Fred Hollar, Fire Chief  
Contact Person: Ellen Wilkie or Terri Byers

Date: April 5, 2016  
Re: Firehouse Subs grant

**REQUEST:** This request is to apply for a grant through Firehouse Subs for a laser-driven fire extinguisher training system.

**BACKGROUND:** The fire department has offered fire extinguisher training for local businesses for many years. This hands-on training consists of setting a small fire (using flammable liquids) and then having employees extinguish the fire with a dry chemical fire extinguisher. This training helps businesses/companies by providing the required OSHA training for their employees. The classes are free but the company must supply the fire extinguishers. Depending on the number of employees to be trained, this can be very expensive for the company and leaves residue from the extinguishing agent.

**ANALYSIS:** As a method to save funds and reduce pollution, the fire department would like to apply for a grant to purchase a laser-driven fire extinguisher training system. This system eliminates time-consuming cleanup and expenses associated with using an actual extinguisher. Using a laser to replicate extinguisher discharge, this new system can be used indoors and will simulate class A, B, C fires at ten levels.

Employees will be able to train inside their work place and without exposure to hazardous smoke and dry chemical powder particulates. The public and citizens will benefit from this system by eliminating their exposure to hazardous materials and by providing training on proper fire extinguisher use that otherwise would not be provided. This system will help ensure citizens and employees are safer while they are endeavoring to protect life and property.

The fire department is requesting approval to apply for a grant through Firehouse Subs for an estimated \$17,105 to purchase the extinguisher training system. The approval to apply for this grant request would give the City of Hickory Fire Department the ability to train the public in fire extinguisher use, which will ultimately benefit the department, local businesses, and the public they serve. There are no matching funds required by the City of Hickory. If awarded the grant, Firehouse Subs would pay 100% of this purchase.

**RECOMMENDATION:** Staff requests approval to apply for the Firehouse Subs grant, which will provide for a laser-driven fire extinguisher training system.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

C. Fred Hollar  
Initiating Department Head

4-5-16  
Date

Rodney Miller  
Asst. City Manager Rodney Miller

4-11-16  
Date

Melissa Miller  
Finance Officer, Melissa Miller

4-11-16  
Date

Annita M. Dula  
Deputy City Attorney, A. Dula

4-13-16  
Date

A. Surratt  
Asst. City Manager, A. Surratt

4/12/16  
Date

Bo Weichel  
Purchasing Manager, Bo Weichel

4-12-16  
Date

\_\_\_\_\_  
Date

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

M. Berry  
City Manager, M. Berry

\_\_\_\_\_  
Date

## IRAN DIVESTMENT ACT CERTIFICATION

OVERVIEW

During the 2015 legislative session, the North Carolina General Assembly enacted the Iran Divestment Act which prohibits state agencies and local governments from entering into contracts with an entity that has been identified by the North Carolina State Treasurer as being engaged in certain investment activities in the Iranian energy sector. The State Treasurer's Office is required to publish a list of entities it has identified as engaging in these activities and must update the list every 180 days. An entity identified on the Treasurer's list (called the "Final Divestment List") is prohibited from contracting with a state agency or any local governments. In addition, all entities contracting with the State and local governments are prohibited from subcontracting with any entity included on the Final Divestment List. Contracts entered into in violation of the Act are rendered void by operation of statute. State agencies and local governments must require entities to certify that they are not included on the Final Divestment List.

CERTIFICATION STATEMENT

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**COUNCIL AGENDA MEMOS**

**To: City Manager's Office**

**From: Ross Zelenske, Planner**

**Contact Persons: Ross Zelenske, Planner and John Marshall, WPCOG Director of Planning and Transportation**

**Date: April 6, 2016**

**Re: Resolution of Support for the Western Piedmont Bicycle Plan**

**REQUEST**

The Western Piedmont Council of Governments has requested the City of Hickory's support in adopting the Western Piedmont Bicycle Plan.

**BACKGROUND**

The Western Piedmont Council of Governments (WPCOG) has recently completed the Unifour Region's bicycle plan known as the Western Piedmont Bicycle Plan (WPBP). Representatives from the City of Hickory, other regional local governments, and the state have been assisting the WPCOG with this project. Public input was incorporated throughout the planning process. The City's Inspiring Spaces Plan (2014) and Sidewalk, Bikeway, Greenway, and Trail Master Plan (2005) were incorporated into the WPBP. The purpose of the plan is multi-faceted. The plan aims to promote bicycle use as an important alternative transportation mode, increase bicycle infrastructure connectivity, promote bicycle use to all age groups, utilize bicycling to encourage healthier lifestyles, and strengthen the economic impact of bicycling. The plan has been adopted by Alexander, Burke, Caldwell, and Catawba Counties.

**ANALYSIS**

City staff have been a part of the planning process as members of the Steering Committee to ensure Hickory was represented throughout the multi-year long process. The plan reflects previous bicycle related planning efforts performed by the City of Hickory, as well as, the Bond Commission's work to ensure a harmonious overlap.

**RECOMMENDATION**

Staff recommends that City Council issue a resolution of support of the Western Piedmont Bicycle Plan.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

Brian Frazier *BMF* 3/6/2016  
 Initiating Department Head Date

Rodney Miller 4-11-16  
 Asst. City Manager Rodney Miller Date

Melissa Miller 4-11-16  
 Finance Officer, Melissa Miller Date

\_\_\_\_\_  
 Date

Amanda M. Dula 4-13-16  
 Deputy City Attorney, A. Dula Date

A. Surratt 4/12/16  
 Asst. City Manager, A. Surratt Date

Bo Weichel 4-12-16  
 Purchasing Manager, Bo Weichel Date

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

*M. Berry*  
 City Manager, M. Berry

\_\_\_\_\_  
 Date

# Western Piedmont Bicycle Plan Executive Summary



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## Acknowledgements

Developing the Western Piedmont Bicycle Plan (WPBP) involved cooperation from the Steering Committee, local government, the public, and technical staff. The Western Piedmont Council of Government expresses gratitude to those who have assisted with the plan's development.

### WPBP Planning Staff

Todd Stroupe  
Kelly Larkins  
Shelley Stevens  
John Marshall

### Steering Committee Members:

Rick French	Alexander County	Christina Kliesch	Cooperative Christian Ministry
Chad Ritchie	Alexander County	Rob Dickerson	Hickory Velo Club
Scott Carpenter	Burke County	Jeff Welch	Luna Cycles
Jason May	Burke County Senior Center	Kelly Russell	Morganton Cycling Club
Merlin Perry	Caldwell County Pathways	John Vine-Hodge	NCDOT DBPT
Barbara Beatty	Catawba County Board	Dean Ledbetter	NCDOT Division 11
Chris Timberlake	Catawba County Planning	David Keilson	NCDOT Division 12
Scott Millar	Catawba County EDC	Kristina Solberg	NCDOT Division 13
Amy McCauley	Catawba County Public Health	Angie Lambert	Rock n Road Bicycles
Kelsey Johnston	Catawba County Public Health	Lanny Lambert	Rock n Road Bicycles
Lance Hight	City of Conover	Greg Wilson	Town of Granite Falls
Andrea Surratt	City of Hickory	Gary McClure	Town of Rutherford College
Shamaury Myrick	City of Hickory	Wayne Annas	Town of Rutherford College
Jenny Wheelock	City of Lenoir	George Holleman	Town of Taylorsville
Mark Young	City of Morganton	Chip Black	Town of Valdese
Colleen Anderson	Cooperative Christian Ministry	Bryan Duckworth	Town of Valdese Public Works



## Introduction

The Western Piedmont Bicycle Plan provides a framework for improving bicycle transportation in the counties of Alexander, Burke, Caldwell, and Catawba. The plan acts a blueprint for improving both regional and local connectivity with a comprehensive toolbox

## Scope

### Geographic Scope

The Western Piedmont region is located in the foothills of western North Carolina about 45 miles north of Gastonia, 50 miles northwest of Charlotte, 70 miles west of Winston-Salem and 75 miles east of Asheville. As of 2014, the urbanized area is comprised of 162 square miles containing 24 municipalities: Brookford, Catawba, Claremont, Conover, Hickory, Long View, Newton, Maiden, Connelly Springs, Drexel, Glen Alpine, Hildebran, Morganton, Rutherford College, Valdese, Cahaj's Mountain, Cedar Rock, Gamewell, Granite Falls, Hudson, Lenoir, Rhodhiss, Sawmills, and Taylorsville.

The rural area encompasses 1,502 square miles and contains both unincorporated communities, agricultural land, and several recreational areas and parks. Of all major parks in the region, the largest are Lake James State Park at 4.89 square miles, South Mountain State Park at 27.76 square miles, and Pisgah National Forest (located in both Burke and Caldwell Counties) at 168.67 square miles.

### Project Scope

The Western Piedmont Bicycle Plan addresses the following:

#### **Route Networks**

The Plan identifies a bicycle route network based on information gathered from public input.

#### **Economic Impact of Cycling**

The Plan examines the impact increased bicycling can have on the region.

#### **Safety Analysis**

The Plan reviews bicycle accident data from 2007-2012.

#### **Laws/Enforcement**

The Plan outlines recommendations for the inte-

gration of bicycle-friendly policies into codes and ordinances.

#### **Roadway Design and Signage**

The Plan provides recommendations on the placement of signage along the identified routes.

#### **Implementation**

A prioritized list of recommended strategic and low-cost improvements is included along with a discussion about future project programming, facility maintenance, and funding sources.

## Vision, Goals, and Policies

As part of the public input process, the Steering Committee created a vision, goals, and policies to guide the development of the Western Piedmont Bicycle Plan and bicycle planning in the region for years to come. The following was developed over several months. Each goal has related policies that have been prioritized by the public.

The following vision statement guides the Western Piedmont Bicycle Plan:

*Our region values bicycle use for its health and recreational benefits. Bicycles represent an alternative transportation option for our community's residents and visitors as an accessible, safe, healthy and scenic way to reach places people want to go.*

To achieve this vision now and in the future, the following goals and policies were developed:

**Goal 1: Safety and Engineering** - Design our region's communities as places where bicycle use is valued as a significant transportation mode.

1. Improve bicycle safety by eliminating road conditions that present hazards for bicyclists.
2. As part of the development review process, support bicycle-friendly amenities and connectivity to local greenways and routes.
3. Encourage dialogue among engineers, planners, regional bike advocates and local governments.
4. Promote NCDOT's "Complete Streets" policy at the local and regional level.
5. Encourage the use of NCDOT'S "Watch for Me" campaign and other recognized safety education programs.
6. Encourage and promote public outreach events.

**Goal 2: Transportation** - Connect key bike routes to individual communities across the region.

1. Connect neighborhoods to schools, shopping and work places.
2. Ensure parks, community destinations, and employment centers are connected to bike facilities.
3. Develop connectivity between public transport and non-motorized modes of transportation.
4. Increase the number of "Share the Road" signs or develop a billboard/advertising campaign promoting "Share the Road."
5. Expand directional signage and pavement markings to direct bicyclists to the greenway trail network.
6. Create a logo and signage for regional bicycle routes.
7. Distribute guides for regional bike routes with location, descriptions of difficulty, and skill levels.

**Goal 3: Recreation** - Encouraging bicycle use for different purposes, ages, and skill levels.

1. Publish a regional bicycle network map.
2. Promote bike trails by listing them to the "Rails to Trails" website, and publicize their events.
3. Promote biking as a fun, low-cost family activity through region-wide events.
4. Provide bike rental to adults in various parks and urban areas across the region.

**Goal 4: Health and Education** - Bicycling provides and improves the community's physical and mental health.

1. Educate people that increased biking options contribute to healthier lives. Use data to demonstrate health improvements (such as heart health and lowering risks for diabetes) that result from bicycling.
2. Strategize between local health organizations and bike advocates about shared funding options.
3. Connect bike advocates with health-focused organizations such as YMCAs and local health departments.

**Goal 5: Economic Vitality** - Strengthen the economic impact of bicycling.

1. Emphasize that a "bike-friendly" community is an asset to the region's economic attractiveness.
2. Educate local officials and the public about the economic benefits of bicycling.
3. Market the region's bike trails through advertising campaigns.

## Trends, Challenges, and Benefits

The Western Piedmont is a diverse region with different levels of urbanization and development, household incomes, commuting patterns, health and fitness, and local economies to name a few. Chapter 2 of the plan reviews the current trends and potential challenges to creating a better bicycling environment within the Western Piedmont.

### Trends

#### Demographics

Data collected for the plan shows that the population in the Western Piedmont is quickly aging with the majority of residents (22%) in the 45 to 59 age group. Population trends over the next 25 years indicate that the majority of residents (57.1%) will be 65 and older.

#### Housing and Transportation Costs

Housing and transportation costs represent a large portion of a household's income in the region. The mean annual transportation cost for 73.6% of individuals in the Western Piedmont is \$14,300. When housing costs are added, 94.2% of people living in the region spend 50% or more annually on these expenses.

#### Mobility and Land-Use

Vehicle Miles Traveled is one measure of how many miles a vehicle may travel over a particular time period (Table 2-5). According to information provided by The Center for Neighborhood Technology, the amount of Vehicle Miles Traveled (VMT) per household annually in the Hickory MSA is between 21,000 and 26,000 miles.

#### Commuting

The overall commuting patterns for each county are divided into "out-commuters" to another

## Executive Summary

county, “in-commuters” from another county, and “non-commuters” meaning persons residing and working in the same county. Within the region, Catawba County is identified the “job magnet” because it has the highest number of in-commuters than out-commuters.

The total number of bicycle commuters in North Carolina is estimated at 10,489 which is 0.2% of all commuters. From this total, 8,079 or 77% are male and 2,410 or 23% are female. According to U.S. Census information, within the Hickory Metropolitan Area, only a small percentage of workers travel by bicycle with the majority of commuters traveling by private automobile. Bicycling comprises only 0.1% of all commuting modes for both the Hickory MSA.

## Health

Current health risk behaviors, such as lack of physical activity, are determinants of future health. An estimated one in four (or 26.98%) of adults in the Western Piedmont Region does not participate in any physical activity or exercise (with no leisure-time physical activity).

## Safety

Crash data at national, state, and county levels has not shown a positive or negative trend. From 2007

to 2008, national and statewide crashes increased, though the percent change for state-level crashes was only 1.17%. Burke and Catawba Counties saw decreases in crashes between 2007 and 2008, and the number of crashes in Caldwell County remained the same. Alexander County has had only one recorded crash between 2007 and 2012.

## Environment

Current and past air quality issues in the Western Piedmont region come from having high-levels of ground-level ozone (O<sub>3</sub>) and particulate matter (PM 2.5) in the atmosphere. Ozone (O<sub>3</sub>) is a gas created by chemical reaction when solar radiation interacts with nitrogen oxides (NO<sub>x</sub>) and volatile organic compounds (VOC) in the atmosphere. Nitrogen oxide (NO<sub>x</sub>) is formed when fuel is burned at high temperatures by both on-road (cars, trucks, buses) and non-road vehicles (boats and construction equipment, for example) as well as from industrial sources such as turbines, power plants, cement kilns, and industrial boilers. Volatile organic compounds (VOC) can enter the atmosphere through various sources from either vehicle engine operation or fuel evaporation.

## Challenges

Mobility and Land-Use



*Bicyclists in Downtown Morganton. Source: City of Morganton*

The high number of VMTs per household is a symptom of a larger challenge facing the Western Piedmont region. In a report published by Smart Growth America in April 2014, the Hickory MSA was ranked the worst region for sprawl out of the 221 regions currently in the United States. Smart Growth America measured development by using four separate factors which include development density, land use mix, activity centering, and street accessibility. These measures were then used by researchers who developed for each region a Sprawl index score. The highest Index score of 203.4 was earned by the New York/White Plains/Wayne, NY-NJ metro region in comparison to the Hickory metro region which earned a score of 24.9. Other metro regions in the state also ranked low in the Sprawl Index including Durham/Chapel Hill (Index score: 73.8), Charlotte/Gastonia-Rock Hill (Index score: 70.5) and Greensboro/High Point (Index score: 63.5).

### **Health**

The Western Piedmont Region's current and future health is significantly determined by the current levels of physical inactivity, overweight levels, and obesity rates. These current levels indicate an increased risk of heart disease, diabetes, and other chronic diseases.

### **Benefits**

#### **Economy**

Bicycling is one of the most efficient and cost-effective means of travel. Bicycles require hardly any upkeep and allow people to commute without the inefficiency of moving a two-ton vehicle with them. Placing an emphasis on bicycling also helps in other ways like increasing property values, assisting cities and towns in revitalizing their downtowns, and attracting tourists from both within and outside the region.

#### **Environment**

Creating bicycling infrastructure and promoting bicycling for commuting, tourism, and recreational purposes can greatly reduce the negative effect of environmental impacts produced by motor vehicle use. Bicycles do not burn fossil fuels, are more energy efficient to make, and do not require toxic batteries or motor oil to operate.

## **Planning Process**

In the summer of 2013, the Western Piedmont Council of Governments received funding from the North Carolina Department of Transportation to begin developing a regional bicycle plan for the four-county region of Alexander, Burke, Caldwell, and Catawba Counties. The purpose of this bicycle plan provides a clear framework for the development of new facilities, programs, and policies that will support safe and efficient bicycling throughout the region.

The development of the Western Piedmont Bicycle Plan included an open, participatory process, with residents providing input through public events, stakeholder meetings, the project Steering Committee, social media, and online surveys.

### **Selection Methodology**

The routes discussed in this plan are organized into three different tiers. Assignment into a tier depended on several different factors led by attendees at the public workshops, by the planning staff, and eventually the steering committee. The process for determining route tiers was as followed:

- April 2014: Members of the public identified commonly used routes at regional workshops.
- September 2014: Routes were prioritized by attendees at public regional workshops.
- September/October 2014: WPBP Staff ranked routes by using internal scoring methodology.
- October 2014: Steering Committee members from each county made final recommendations using information gathered through both workshops and the staff rankings.

## Executive Summary

### Final Route Selection

The final priority list for each county was divided into thirds with the top third being assigned to Tier 1, the middle third assigned to Tier 2, and the bottom third assigned to Tier 3. While roadway recommendations outlined in this plan apply only to Tier 1 routes, future plan updates will include recommendations for Tier 2 and Tier 3.

The routes found in Tier 1 form the spine of the overall system and connect municipalities across the region. Tier 2 and Tier 3 routes fill in the remaining areas of the region which are primarily rural.

### Route Descriptions

#### **Tier 1 Routes**

- Total Tier Length (in Miles): 173.47
- Roadway Miles Maintained by NCDOT: 169.09
- Number of Projects: 17
- Municipalities Impacted: 21

#### **Tier 2 Routes**

- Total Tier Length (in Miles): 191.59
- Roadway Miles Maintained by NCDOT: 189.04
- Number of Projects: 17
- Municipalities Impacted: 16

#### **Tier 3 Routes**

- Total Tier Length (in Miles): 211.88
- Roadway Miles Maintained by NCDOT: 211.88
- Number of Projects: 17
- Municipalities Impacted: 10

### Facility Type Recommendations

Recommendations for each Tier 1 roadway are based on several factors.

- Public feedback gathered at workshops.
- Right-of-way availability.
- Consultation of NCDOT Division Planning Engineer Dean Ledbetter, PE.
- Expected improvement costs per mile.
- Roadway characteristics such as width, traffic volume, and speed.
- Characteristics of the surrounding built environment.
- Staff reconnaissance of routes.

## Implementation

### First Steps

The first step towards implementation is the adoption of the WPBP. All four counties should adopt this plan and use it as a guiding document for improving bicycling conditions in the region. Having an adopted plan will help each county and local municipality when securing funding for specific projects.

The second step is to form the Greater Hickory Metropolitan Planning Organization's Bicycle and Pedestrian (BiPed) Advisory Committee. The membership of the BiPed Advisory Committee should be members of the WPBP Steering Committee along with community advocates. The primary responsibility of the members should be campaigning for the changes outlined in this plan and any additional projects that may arise in the region. The BiPed Advisory Committee should also be the communication link between citizens, local government, and the Greater Hickory Metropolitan Planning Organization. It is also recommended that the BiPed Advisory Committee hold meetings every quarter and become responsible for starting the educational activities recommended by this plan.

### Key Steps

- Approval and adoption of WPBP by counties.
- Start public outreach efforts to promote the plan to residents.
- Establish the Western Piedmont Bicycle and Pedestrian (BiPed) Advisory Committee.
- Set up regional BiPed website.
- Update website with bicycling information as it becomes available.
- Schedule time to evaluate projects with Greater Hickory MPO and each highway division.

### Partnership Opportunities

The Action Steps will be carried out by partnerships between various organizations and groups including regional planning organizations, municipal governments, local nonprofits, county health departments, civic organizations, business owners, and law enforcement agencies. Creating strong partners in

the regional effort to improve bicycling infrastructure and awareness will help spread the message about the importance of bicycling in the community and lead to effective programs in the future.

Potential partners for implementation of the Western Piedmont Bicycle Plan include:

- Bicycling clubs (on-road and off-road)
- Chambers of Commerce
- County departments of social services
- Downtown associations
- Economic development corporations
- Hospitals, medical centers, and their foundations
- Local bicycle shops
- Local non-profits
- Major employers
- Municipal engineering, planning, recreation, and police departments
- North Carolina Department of Commerce
- NCDOT's Division 11, 12, and 13
- NCDOT's Division of Bicycle and Pedestrian Transportation
- Public health departments
- Public school systems
- Service clubs
- Sheriff departments
- Tourism authorities
- Universities and community colleges
- Veteran groups
- Western Piedmont Council of Governments

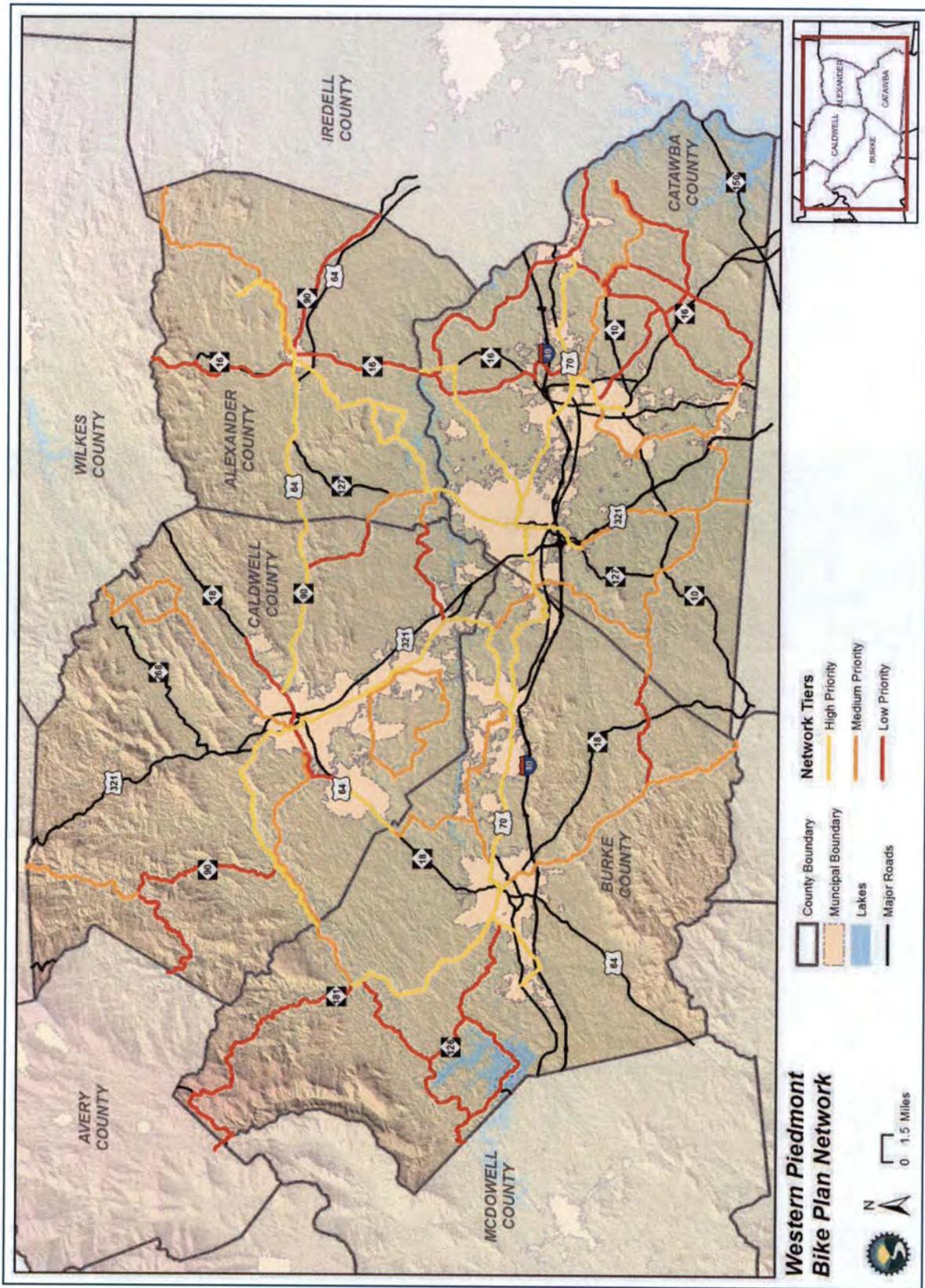
### Administrative Structure

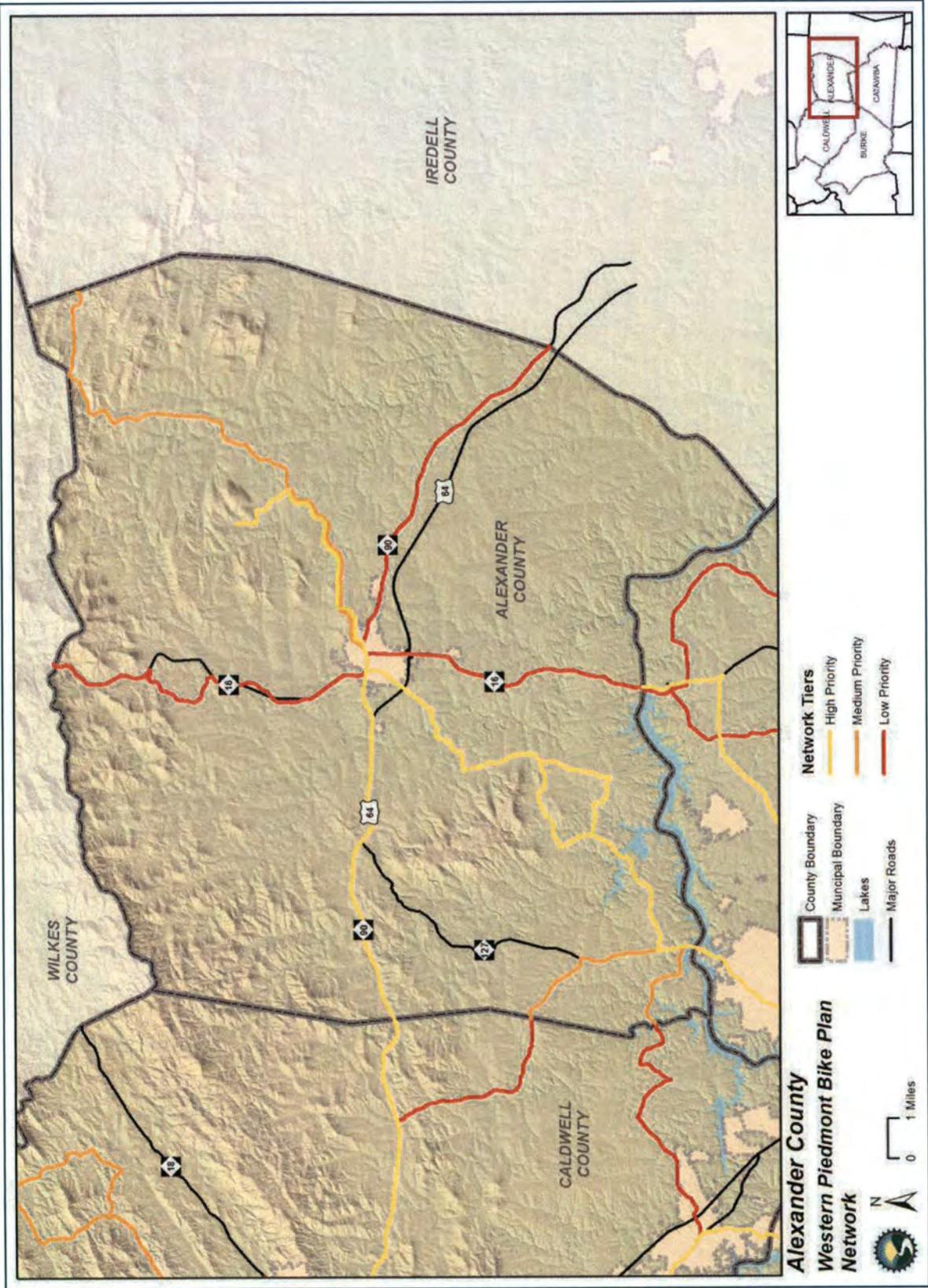
The figure below presents an organizational structure for plan implementation. All of the groups and agencies shown in this diagram will be necessary to successfully implement the extensive program, policy, and infrastructure recommendations of the WPBP.

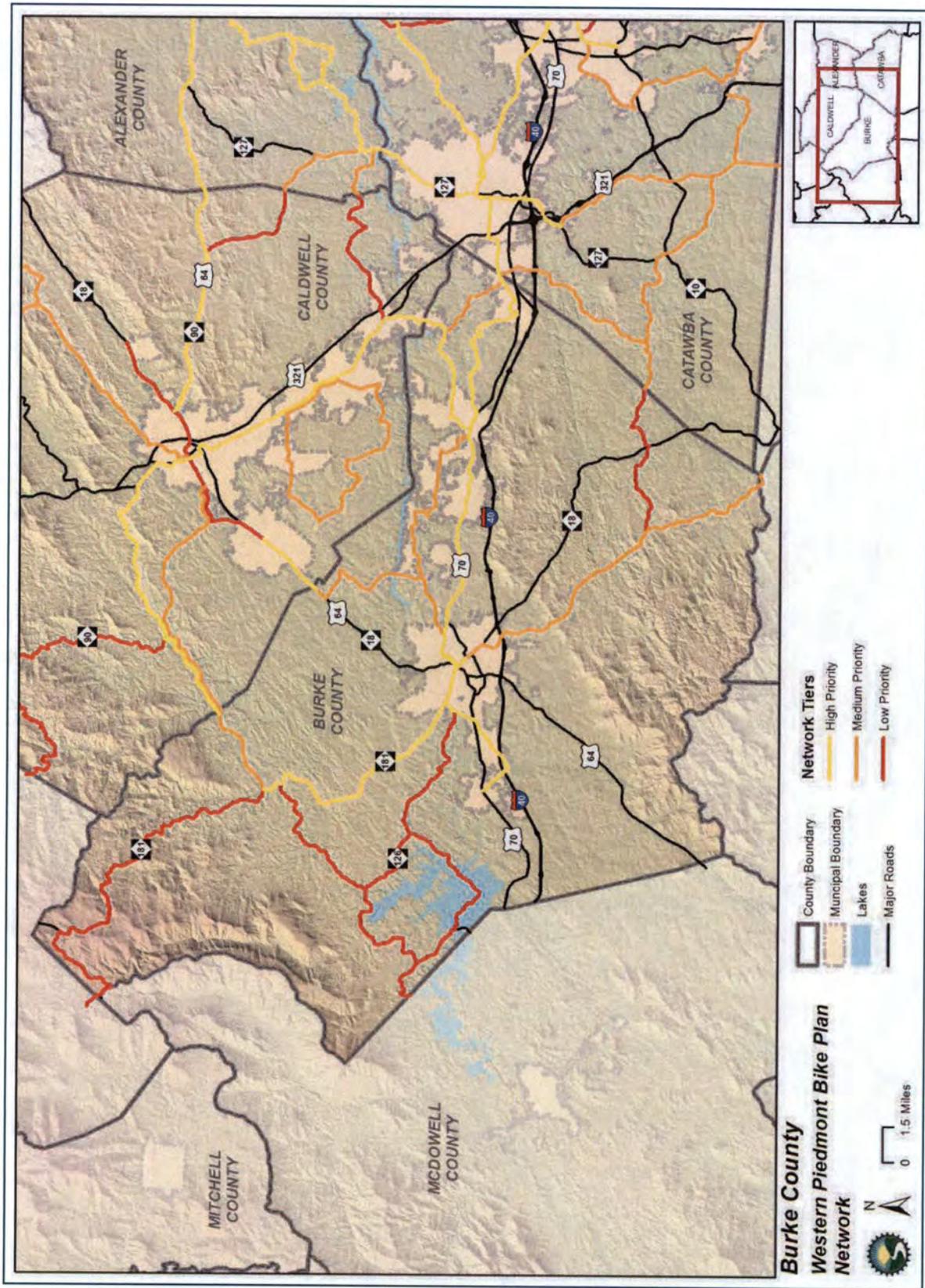


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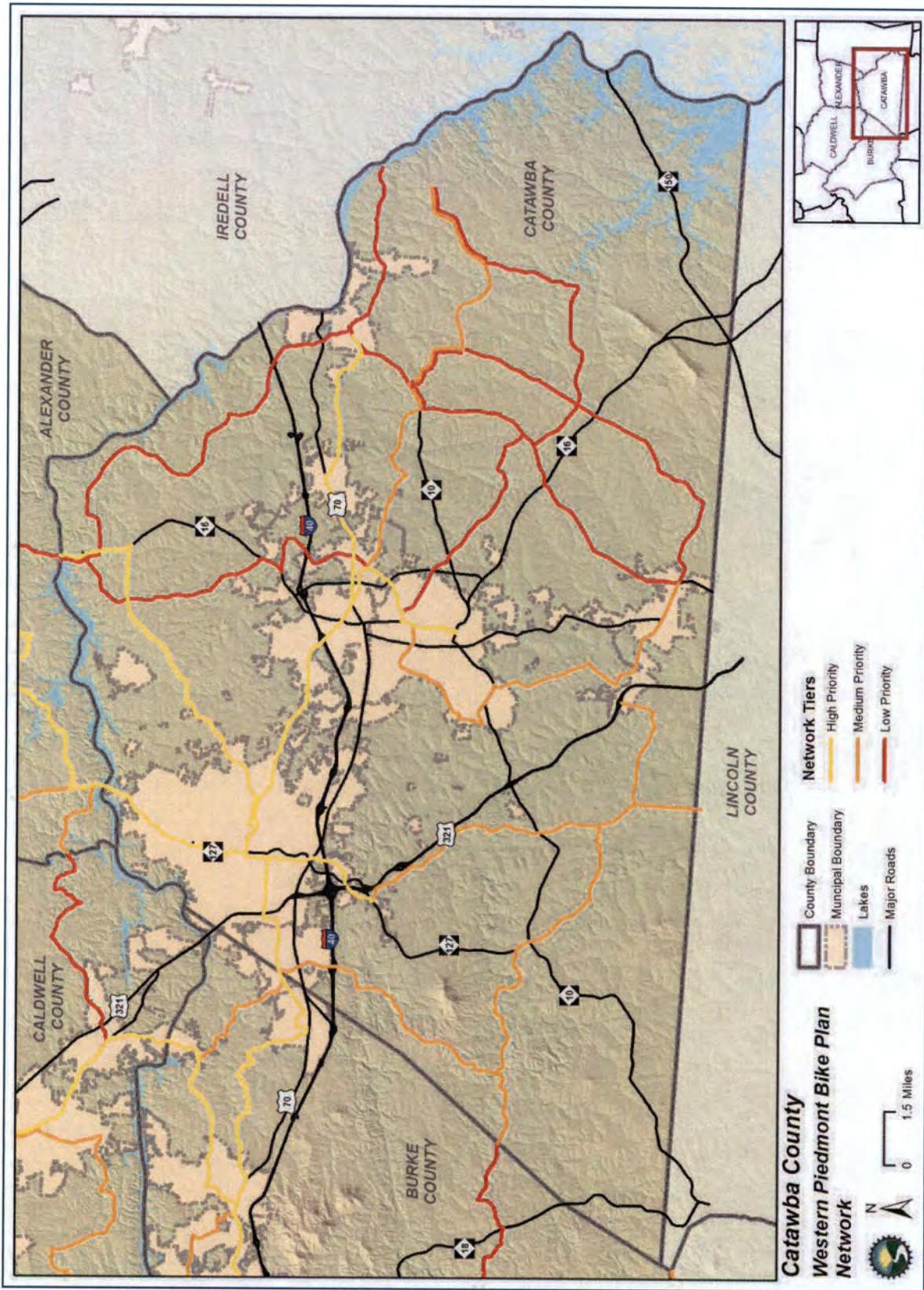
# Route Segments











**A RESOLUTION FOR ADOPTION OF THE  
WESTERN PIEDMONT BICYCLE PLAN**

**WHEREAS**, NCDOT's Bicycle and Pedestrian Division provides funding and technical assistance to develop comprehensive regional bicycle plans, and

**WHEREAS**, the Greater Hickory MPO initiated the Western Piedmont Bicycle Plan, including the counties of Alexander, Burke, Caldwell, and Catawba; and

**WHEREAS**, the NCDOT provided funding for the Western Piedmont area for a regional bicycle plan due to its history of coordination and collaboration on land use, transportation, and economic development issues; and

**WHEREAS**, Greater Hickory MPO recognizes a need to promote alternative modes of travel to reduce congestion, improve air quality, increase tourism, promote recreation, improve health, and increase safety for existing bicyclists and motorists; and

**WHEREAS**, the Western Piedmont Bicycle Plan and its supporting text were developed with input from a wide range of constituents and public input from residents to reflect local conditions and preferences; and

**WHEREAS**, Greater Hickory MPO will consider implementation of the Western Piedmont Bicycle Plan through the recommended implementation strategies as listed in the plan; and

**WHEREAS**, representatives from Alexander, Burke, Caldwell and Catawba Counties participated on the Western Piedmont Bicycle Plan Steering Committee.

**NOW, THEREFORE BE IT RESOLVED** that the City of Hickory adopts the Western Piedmont Bicycle Plan on this, the 19<sup>th</sup> day of April, 2016.

---

Rudy Wright, Mayor

---

Debbie D. Miller, City Clerk

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: David Leonetti, Community Development Manager
Contact Person: David Leonetti, Community Development Manager
Date: April 7, 2016
Re: Call for Public Hearing to Consider Community Development Block Grant 2016 Annual Action Plan

REQUEST

Call for public hearing to consider the Community Development Block Grant 2016 Annual Action Plan.

BACKGROUND

In 2016, the City of Hickory will receive approximately \$280,251 through the Community Development Block Grant Program and approximately \$130,000 in program income for a total of \$410,251. Funds will be used to develop stronger communities by providing decent housing, creating suitable living environments, and expanding economic opportunities, principally for people of low and moderate incomes.

The City of Hickory's 2015-2019 Consolidated Plan is updated on an annual basis through the development of an Annual Action Plan. This plan sets priorities among these needs and sets out the action plan for use of available funds on a yearly basis. This provides for flexibility in determining priorities as the needs of the community change from year to year. The 2016 Annual Action Plan will be submitted to the U.S. Department of Housing and Urban Development on or before May 15, 2016 as the City's strategy for administering 2016 federal funds for community development and housing. The proposed budget line items are as follows:

Table with 2 columns: Program Name and Amount. Includes items like Housing Rehab/Purchase Rehab Program (\$30,000), West Hickory Park Improvements (170,000), and Total CDBG (\$410,251).

ANALYSIS

The Citizen's Advisory Committee reviewed the draft action plan at their meeting on March 7, 2016 and recommended approval of the proposed budget. This public hearing was already advertised on April 3, 2016 and will be advertised again on April 23, 2016 and May 3, 2015.

RECOMMENDATION

Staff recommends that City Council call for a public hearing on May 3, 2016 to consider the Community Development Block Grant 2015-2019 Consolidated Plan.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

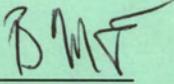
Yes

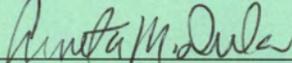
No

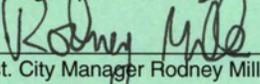
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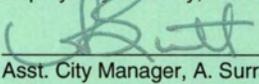
Once approved after the public hearing, the new budget accounts will be created for the FY 2016-2017 CDBG Budget in account 059-1530

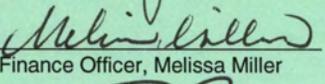
**Reviewed by:**

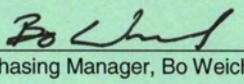
Brian Frazier  4/7/16  
Initiating Department Head Date

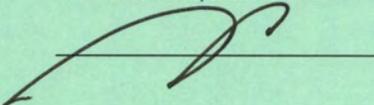
Auntie M. Dula  4-13-16  
Deputy City Attorney, A. Dula Date

Rodney Miller  4-11-16  
Asst. City Manager Rodney Miller Date

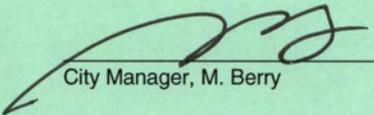
A. Surratt  4/12/16  
Asst. City Manager, A. Surratt Date

Melissa Miller  4-11-16  
Finance Officer, Melissa Miller Date

Bo Weichel  4-12-16  
Purchasing Manager, Bo Weichel Date

  
Date

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

  
City Manager, M. Berry

\_\_\_\_\_  
Date

**COUNCIL AGENDA MEMOS**

**To: City Manager's Office**

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

**Contact Person: Dave Leonetti, Community Development Manager**

**Date: April 6, 2016**

**Re: Microenterprise Grant Agreement with CNC for Hire**

**REQUEST**

Approve microenterprise grant agreement with CNC for Hire.

**BACKGROUND**

In May of 2015 City Council approved 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 program to provide microenterprise grants to businesses looking for funding necessary to take their business to the next level. On November 3, 2015 Council approved the guidelines of the program and this is the first project to be considered by the Business Development Committee. The 2015-2016 Community Development Block Grant (CDBG) Annual Action Plan has \$10,000 allocated towards assistance for entrepreneurial activities. According to the US Department of Housing and Urban Development, a microenterprise is a business that has fewer than five employees, one of whom is the owner of the business. The program offers grants of up to \$4,000 for low to moderate income business owners for business property, inventory, necessary fixed assess, marketing and business promotion, or other improvements approved by the Business Development Committee. Applicants are required to submit a business plan and have a counseling session with a local business support organization.

**ANALYSIS**

Bryan O'Neal has applied for a Microenterprise Grant to support and enhance is business, CNC for Hire. The business provides computer controlled cutting services to provide custom wood parts for furniture, signs, moldings, and other items. The Business Development Committee reviewed the application and recommends approval of the grant in the amount of \$3,000. The grant funds will be used for business promotion and additional equipment for the business. More information can be found in the attached agreement, which contains the original application.

**RECOMMENDATION**

The Business Development Committee recommends that City Council approve the Microenterprise Grant agreement with CNC for Hire.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

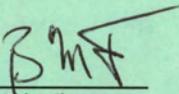
Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

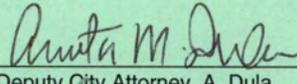
Brian Frazier



4/7/16

Initiating Department Head

Date

  
Anita M. Dula

4-13-16

Date

Deputy City Attorney, A. Dula

Asst. City Manager Rodney Miller

Date

Asst. City Manager, A. Surratt

Date

Finance Officer, Melissa Miller

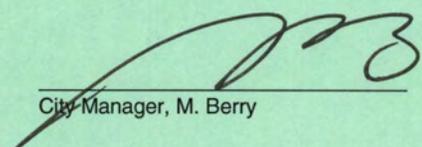
Date

Purchasing Manager, Bo Weichel

Date

\_\_\_\_\_  
Date

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

  
City Manager, M. Berry

\_\_\_\_\_  
Date

PREPARED BY: Legal Department, City of Hickory  
PO Box 398, Hickory, NC 28603

**STATE OF NORTH CAROLINA**

**CDBG MICROENTERPRISE  
GRANT PERFORMANCE  
AGREEMENT**

**COUNTY OF CATAWBA**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the **CITY OF HICKORY**, a municipal corporation of Catawba County, North Carolina, hereinafter referred to as the "City" and having a mailing address of P.O. Box 398, Hickory, North Carolina 28603, and CNC for Hire, hereinafter referred to as the "Recipient" and having a mailing address of 5060 16<sup>th</sup> Street Drive NE, Hickory, NC 28601.

**WITNESSETH**

THAT WHEREAS, as part of its 2015-2019 Consolidated Plan for Housing and Community Development, the City has identified increasing entrepreneurial opportunities in the community as a priority; and

WHEREAS, to fulfill this priority, the CITY has created the Community Development Block Grant Microenterprise Grant Program ("CDBG Microenterprise Grant Program" or "Program") to provide grants to qualifying business owners upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained the parties agree as follows:

1. The City shall provide a grant to the Recipient for the sum of \$3,000, which the City shall disburse in accordance with the schedule set forth in §4 herein. The City shall not be obligated to disburse any grant funds until the Recipient complies with all disbursement prerequisites set forth in this Agreement for all or any part of the grant funds.
2. The Recipient agrees to utilize the grant funds for the purposes set forth in: to fulfill that project as described in the CDBG Microenterprise Grant Program Guidelines and Application Materials attached hereto as Exhibit "A." Said guidelines and application materials are made a part of this Agreement and incorporated herein by reference as if more fully set forth.
3. Projects funded in whole or in part must meet all applicable regulations of the CDBG program, including environmental review requirements. The purpose of the environmental review process is to identify if the project will have a significant impact on the quality of the human environment. The grant agreement for an approved grant cannot be executed until this process has been completed.

4. The Recipient shall ensure that the grant is used for permitted purposes only and shall be responsible for any misuse of grant funds by any of its officers, members, employees, or agents.
5. The grant is payable in accordance with the funding schedule which will be developed by the City of Hickory's Business Development Committee, hereinafter referred to as the "BDC." The funding schedule is made a part of this Agreement as Exhibit B and incorporated herein by reference as if more fully set forth.
6. Grant disbursements shall be for expenses incurred as set forth in the Application only. The City shall require itemized documentation of project expenses.
7. Strict compliance by the Recipient with all of its obligations imposed by this Agreement is an express condition of the Recipient's obligation to make any portion of the grant funds available. No degree of partial performance by the Recipient shall deprive the City of its right to require complete performance prior to its disbursement of grant funds.
8. Technical assistance provided by the City will be advisory only. The City will not be a party in negotiations between the Recipient and any contractor employed by the Recipient nor will the City provide legal advice or services to any party. The Recipient agrees to hold the City harmless for any defects in workmanship or from any liability, damages, or other costs relative to this project.
9. The RECIPIENT shall not assign or subcontract any of its rights or obligations under this Agreement without the prior written consent of the CITY.
10. By executing this Agreement/Contract, Bryan O'Neal certify/certifies CNC For Hire is/are not listed on the Iran Final Divestment List ("List") created by the State Treasurer pursuant to N.C.G.S. 147-86.58, Iran Divestment Act ("Act"). In compliance with the Act's requirement and N.C.G.S. § 147-86.59, CNC For Hire shall not utilize in the performance of this agreement/contract any subcontractor that is identified on the List. The List can be found on the State Treasurer's website at the address [www.nctreasurer.com/iran](http://www.nctreasurer.com/iran) and should be updated at least every 180 days.
11. This Agreement may be terminated and the City may withhold grant monies upon the Recipient's breach of or failure to perform any of the terms of this agreement. The City shall give the Recipient notice in writing of any potential breach of this Agreement, after which the applicant shall have thirty (30) calendar days in which to cure said breach. The thirty (30) calendar day cure period shall not apply to any of the time requirements described in this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed upon the day and year first written above.

**CITY OF HICKORY**

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

ATTEST: (SEAL)

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

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

Anita M. Dule  
Attorney for the City of Hickory

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

\_\_\_\_\_  
Melissa Miller, Financial Officer

**Recipient**

By: \_\_\_\_\_  
Bryan T. O'Neal, CMC for Hire

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 \_\_\_\_\_, 201\_.

(Seal)

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

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

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA

I, Teresa L Hamby, a Notary Public of Catawba County, North Carolina, do hereby certify that Bryan O'Neal of CNC for Hire, a North Carolina Sole Proprietorship, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official stamp or seal this 12 day of April, 2016



Teresa L Hamby  
Notary Public

My Commission Expires: 3-14-2019



Life. Well Crafted.  
The City of Hickory

### CDBG Microenterprise Grant 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. This led to the creation of a program to provide microenterprise grants to businesses looking for funding necessary to take their business to the next level.

#### What is a microenterprise?

According to the US Department of Housing and Urban Development, a microenterprise is a business that has five or fewer employees, one of whom is the owner of the business.

Since the project will be funded with CDBG funds, all applicants will need to have a household income of less than 80% of the area median income. That is currently \$41,800 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.)

Persons in Family	Maximum Income
1	\$29,300
2	\$33,450
3	\$37,650
4	\$41,800
5	\$45,150
6	\$48,500
7	\$51,850
8	\$55,200

#### Award Ceiling

The award range will be from \$1,000 to \$4,000. The maximum funding will be based on needs presented in the business plan.

#### Use of Funds

Grant funds may be used for the following purposes:

- Business Equipment
- Inventory
- Necessary Fixed Assets
- Marketing and business promotion
- Other necessary business improvements as approved by the Business Development Committee

Grant 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.

will be part of the funding agreement. Funding will generally be paid in at least two equal installments based upon meeting required milestones.

- 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 the counseling organization. The frequency of these meetings will be described in the funding agreement. Generally, one additional meeting during project execution will be required.

**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 lists 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. This prohibition will continue for a period of one year from the date their affiliation ceases. Immediate family members include: parents, spouses and domestic partners, siblings, and children regardless of age.

**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.

**CITY OF HICKORY MICROENTERPRISE GRANT APPLICATION**

Applications should be submitted to the Department of Planning and Development. For more information, please contact David Leonetti at (828) 323-7422.

**APPLICANT INFORMATION**

Business Name: CNC for Hire

Mailing Address: 5060 16th St Dr NE Street Address: SAME

City: Hickory State: NC Zip: 28601

Telephone: 828-244-0956 FAX: E-Mail: ooboneal@~~yahoo.com~~ gmail.com

Business Project Manager Name and Title (if different than above.): Owner: Bryan O'Neal

Project Manager Organization Name:

Date Business Established: 3/2/2009 Tax ID or Social Security Number: 20-188854

**PROJECT INFORMATION**

Amount Requested: \$ 4000.00 Project Title: CNC for Hire

Address of Building: 210 Main Ave Way SE Zoning of the Parcel: C-1

Proposed Use: Equipment Loan reduction/ Marketing

**INCOME INFORMATION**

Total Household Income of Business Owner: \$ 32,116.00 Number of Persons in Household: 4

	Name	Date of Birth
1.	Bryan O'Neal	12-31-1963
2.	Tammy O'Neal	8-31-1967
3.	Peyton O'Neal	10-26-2002
4.	Liam O'Neal	4-18-2004
5.	(Add additional lines as needed)	

**PROPOSED FINANCING SOURCES FOR PROJECT:**

BANK LOAN	AMOUNT \$ <del>14,500</del> 18,500	% OF TOTAL 79
GRANT	AMOUNT \$ 4000.00	% OF TOTAL 21
APPLICANT/EQUITY	AMOUNT \$ _____	% OF TOTAL _____
OTHER	AMOUNT \$ _____	% OF TOTAL _____
TOTAL	AMOUNT \$ _____	% OF TOTAL 100.0

**PROJECT NARRATIVE:**

**Provide a brief narrative description of business, proposed project and reason for grant:**

A CNC router is a computer controlled cutting machine related to the hand held router. CNC stands  
for computer numerical control. A CNC router typically produces consistent and high-quality work and  
and improves factory productivity. A CNC router can be used in the production of many different items,  
such as door carvings, interior and exterior decorations, wood panels, sign boards, wooden frames,  
moldings, musical instruments, furniture, and so on. It's not hard to comprehend the versatility of the machine.  
However, I have connections with two different companies, Revive Furniture and Benchmade Furniture,  
that have new and immediate needs for CNC made parts that will allow me to get my venture started.  
The furniture industry will just be a starting point. After up and running, other niches for it's versatility  
will arise. I've already been approached by 2 other companies for business decor and sound baffling applications.

**PROPOSED USE OF PROJECT FUNDS:**

BUSINESS EQUIPMENT	\$ <del>2000.00</del>
INVENTORY	\$ _____
MARKETING AND BUSINESS PROMOTION	\$ <del>1000.00</del> 7000.00
OTHER* ( _____ )	\$ _____

**\*MUST BE APPROVED BY BUSINESS DEVELOPMENT COMMITTEE**

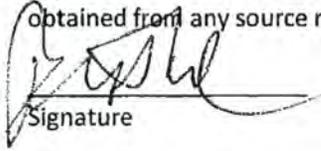
**REQUIRED ATTACHMENTS**

All applications must include the following information:

- Completed application form
- Business Plan (template included)
- Financial Projections (template Included)
- Confirmation of completed 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
- Income verification information to include prior year tax returns for all household members. Additional information may be required to meet HUD income verification requirements. The City of Hickory uses the Internal Revenue Service Form 1040 method of calculating income.

Applicant's Certification:

I/We certify that all information in this application and all information furnished in support of this application are true and complete to the best of my/our knowledge and belief. Verification can be obtained from any source named, and I/we agree to submit to personal and business credit checks.

  
Signature

1-6-2015  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## City of Hickory Microenterprise Grant Program

### Business Plan Template

**Applicant Name:** CNC for Hire **Date:**  
12/14/2015

Describe the fundamental elements of your business. Describe what business you are in, why you are in

A CNC machine is a computer controlled router used to accurately cut wood, plastic, aluminum into parts that can be used for endless applications. CNC for Hire will start making furniture parts for Revive Furniture Co. in January 2016. Benchmade Furniture, which is in the same facility is also expressing the need for furniture parts. As the name of the business implies, services will be offered to the public via signage, mobile advertising on my vehicle, social media and web page (the domain cncforhire.net has already been secured). Industries that the machine could supply parts for are endless. Simple online searches show parts for anything from home décor to aerospace. I believe that other niches will arise as time passes. Furniture parts is just the beginning.

it, and what you hope to accomplish. List and describe the products or services you will offer.

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.

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.

I've been building custom furniture for Bench made Furniture for the last few years. Before that I was general contractor and independent insurance adjuster. I learned CAD design by using it to draw additions and remodeling designs for my potential customers. File manipulation was learned as an adjuster. These are the basic skills needed to operate the CNC machine.

My first goal is to get the machine up and running in late December and start making simple parts for these two companies which will be the first of January. In return for rent at their facility, we have agreed on a discounted hourly rate of \$50/hr for machine time with them providing materials. My research has shown that the going rate for CNC parts is around \$75/hr which is where I'll start for outside sales. My accountant will handle the books and an LLC will be established. Then I will start a marketing campaign which is where a considerable part of any grant money would be applied. Advice has been and will be sought from the Small Business Solutions Center for marketing and web establishment to optimize funds usage.

List those firms you have identified as primary competitors in your market(s). Identify their strengths

I haven't identified much competition in this area that will offer their machines to all its possibilities as CNC for Hire will. Larger manufacturers make their parts in house but some may be interested in using CNC for Hire for prototyping since I will offer services in smaller quantities. There are a few with smaller machines (CNC for Hire will utilize a full size 4'x8' machine) that use them for crafts and smaller jobs. As I market the business to other frame shops as well as the local and even the national community, I believe it will grow. I hope the City of Hickory will become an account! Business projections from Revive and Bench Made look promising in the next year and I hope to employ an operator on the Revive/Bench Made site to mill parts while I concentrate on growth. I would then consider additional machines as well as more employees on another site.

and weaknesses. What advantages doe your company have as compared with this primary competitors?

Describe your plans for growth or expansion. Include the impact on working capital needs, equipment, and/or your current facility or building.

Describe in detail your plan for financing your business. Please specify how much money you can put towards the project, and how much money you can borrow.

Attach additional pages with any additional information.

I have purchased my machine with existing financing that I already have. However, this source is nearly at it's limit after the purchase of machinery. I can get started generating income soon but could use help with the marketing side of the business. My intention after initial startup would be to establish the LLC, and embark on different marketing strategies with advise from the CVCC Small Business Center and the Manufacturing Solutions Center to accelerate the business potential with some good marketing. Income over the next year would hopefully provide the confidence for more lending toward expansion. Eventually, I envision a company that employs an administration team, graphics artists, sales people, equipment operators and shipping personnel. Overall, I believe that CNC for Hire is a good fit for the success of the grant program. Thank you for your consideration.



December 23, 2015

To: Whom it May Concern

I have met with Bryan O'Neal and worked with him on his CNC for Hire business plan. I have also worked with him to develop a viable financial plan for the business.

Bryan has met the requirements of working with the Small Business Center to be eligible for the City of Hickory Micro-Grant program.

Please contact me at the Small Business Center if you need further information.

Best regards,

Jeff Neuville

Director, CVCC Small Business Center

[jneville@cvcc.edu](mailto:jneville@cvcc.edu)

828-327-7000, ext. 4102

CVCC Small Business Center  
2664 Highway 70 SE, Hickory, NC 28602  
[sbc@cvcc.edu](mailto:sbc@cvcc.edu) – 828-327-7000, ext. 4117

Exhibit A Page 9 of 10

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	% TOTAL	YEAR 2	% TOTAL	YEAR 3	% TOTAL
Cash Sales	2,200	2,600	2,600	3,600	3,600	4,000	4,600	5,000	5,000	5,600	5,600	5,600	50,000	0.00%	\$75,000	0.00%	\$90,000	0.00%
Sales on Account (billed later)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%	\$75,000	0.00%	\$90,000	0.00%
Total Sales	2,200	2,600	2,600	3,600	3,600	4,000	4,600	5,000	5,000	5,600	5,600	5,600	50,000	0.00%	\$150,000	100.00%	\$180,000	100.00%
Cost of Sales or Manufacturing	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%	\$0	0.00%	\$0	0.00%
Gross Profit	2,200	2,600	2,600	3,600	3,600	4,000	4,600	5,000	5,000	5,600	5,600	5,600	50,000	100.00%	\$150,000	100.00%	\$180,000	100.00%
Expenses (automatically list as desired)																		
Non Production Labor (other than owner's)																		
Owner's Draw/Salary		1,000	1,000	1,500	1,500	2,000	2,000	2,000	2,000	2,500	2,500	2,500	\$20,500	41.00%	\$30,000	40.00%	\$40,000	44.44%
Auto & Travel	20	20	20	30	30	30	40	40	40	50	50	50	\$420	0.84%	\$600	0.80%	\$800	0.89%
Payroll Taxes													\$0	0.00%		0.00%		0.00%
Workers Comp													\$0	0.00%		0.00%		0.00%
Operating Supplies													\$0	0.00%		0.00%		0.00%
Laundry													\$0	0.00%		0.00%		0.00%
Utilities	50	50	50	50	50	50	50	50	50	50	50	50	\$600	1.20%	\$600	0.80%	\$4,800	5.33%
Telephone	20	20	20	20	20	20	20	20	20	20	20	20	\$240	0.48%	\$240	0.32%	\$240	0.27%
Office Expense													\$0	0.00%		0.00%		0.00%
Repair & Maint	50	50	50	50	50	50	100	100	100	100	100	100	\$900	1.80%	\$1,500	2.00%	\$2,000	2.22%
Internet/Web Site	200	30	30	30	30	30	30	30	30	30	30	30	\$530	1.06%	\$800	1.07%	\$800	0.89%
Advertising													\$0	0.00%		0.00%		0.00%
Marketing	500	50	50	50	50	50	50	50	50	50	50	50	\$1,050	2.10%	\$1,500	2.00%	\$2,000	2.22%
Rent	200	200	200	200	200	200	200	200	200	200	200	200	\$2,400	4.80%	\$2,400	3.20%	\$12,000	13.33%
Business Taxes													\$0	0.00%		0.00%		0.00%
Licenses	125												\$125	0.25%	\$200	0.27%	\$200	0.22%
Insurance	750												\$750	1.50%	\$750	1.00%	\$750	0.83%
Accounting	100	100	100	100	100	100	100	100	100	100	100	100	\$1,200	2.40%	\$1,200	1.60%	\$1,200	1.33%
Bank Charges													\$0	0.00%		0.00%		0.00%
Depreciation Expense	220	220	220	220	220	220	220	220	220	220	220	220	\$2,640	5.28%	\$2,640	3.52%	\$2,640	2.93%
Interest Expense	360	360	360	360	360	360	360	360	360	360	360	360	\$4,320	8.64%	\$4,320	5.76%	\$4,320	4.80%
Other Admin Expenses													\$0	0.00%		0.00%		0.00%
Total Expenses	2,595	2,100	2,100	2,610	2,610	3,110	3,170	3,170	3,170	3,680	3,680	3,680	\$35,675	71.35%	\$54,750	73.00%	\$87,750	97.50%
Profit Before Taxes	-395	500	500	990	990	890	1,430	1,830	1,830	1,920	1,920	1,920	\$14,325	28.65%	\$20,250	27.00%	\$2,250	2.50%

## Exhibit A Page 10 of 10

3/9/2016

To whom it may concern,

Once again I would like to thank the City of Hickory Business Development Committee for its considering CNC For Hire as a recipient for its micro enterprise grant. Just to give you a basic update, CNC for Hire maintained in February with gross income being \$2129.55 and expenses amounting to \$2515.00. That includes paying me \$1500.

My time is mostly consumed with with Revive Furniture Company as we strive to convert many of their hardwood frames to the more cost-effective parts that my machine is capable of churning out. I have increased my service scope from just making parts to also assembling them. I can see that sooner than later I will need to add an employee who can assemble the frames as I run the machine. It appears that projected growth is at this time inevitable.

It has come to my attention that the committee would like to know more specifically as to how any grant resources might be utilized after approval. There are some variable estimates for equipment upgrades but the immediate financial needs of the business are as follows:

- Incorporation                 \$300
- Insurance                     \$500
- Business cards               \$100
- Website establishment       \$500
- Electrical upgrades         \$300

The variable expense for equipment upgrades is a more difficult estimate. The equipment needed for more efficient production requires an industrial vacuum system. A new vacuum system would cost anywhere from \$8000-\$10,000. However, my experience has taught me that patience in matters such as this can yield huge savings. For instance, I'm looking at this time at a new regenerative blower that would serve my purposes on an IRS auction site and the bid for that piece of equipment at this time is \$300. I can only estimate that to win this bid and to retrieve it from Pennsylvania may cost me in the area of \$1000-\$1500. This is huge savings indeed but hard to anticipate final expenses. If this estimate is accurate, I could anticipate cost of this equipment upgrade at \$3000 which would include additional hardware and electrical hookup.

Another piece of equipment that would make my operation more efficient would be a small forklift. My goal would be to purchase a used machine f \$1000. Please contact me if you have any questions. 828-244-0956. Thanks again.

Best regards,

Bryan O'Neal

**Exhibit B****Microenterprise Grant Funding Schedule**

The grant will be paid in three installments.

Payment 1: \$1,275 payable after marketing and/or business equipment expenses incurred and completion of first meeting with counseling center. This must occur within four months of grant approval. Receipts must be provided showing at least \$1,275 in eligible costs incurred. If progress is not shown during this time period, the grant shall expire and no funds will be paid.

Payment 2: \$1,275 payable after marketing and/or business equipment expenses incurred and completion of second meeting with counseling center. This must occur within 12 months of grant approval. Receipts must be provided showing at least \$1,275 in eligible costs incurred.

Payment 3: \$450 payable after final check-in session with Business Development Committee. Receipts must be provided showing at least \$450 in eligible costs incurred. This must occur within 12 months of grant approval. **Note that the Business Development Committee only meets monthly. Arrangements should be made in time to ensure that a meeting with the committee will take place prior to contract expiration.**

## IRAN DIVESTMENT ACT CERTIFICATION

OVERVIEW

During the 2015 legislative session, the North Carolina General Assembly enacted the Iran Divestment Act which prohibits state agencies and local governments from entering into contracts with an entity that has been identified by the North Carolina State Treasurer as being engaged in certain investment activities in the Iranian energy sector. The State Treasurer's Office is required to publish a list of entities it has identified as engaging in these activities and must update the list every 180 days. An entity identified on the Treasurer's list (called the "Final Divestment List") is prohibited from contracting with a state agency or any local governments. In addition, all entities contracting with the State and local governments are prohibited from subcontracting with any entity included on the Final Divestment List. Contracts entered into in violation of the Act are rendered void by operation of statute. State agencies and local governments must require entities to certify that they are not included on the Final Divestment List.

CERTIFICATION STATEMENT

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

**COUNCIL AGENDA MEMOS**

**To: City Manager's Office**

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

**Contact Person: Dave Leonetti, Community Development Manager**

**Date: April 7, 2016**

**Re: Accept Offer to Purchase City-owned Property at 159 12<sup>th</sup> Street Court SE**

**REQUEST**

Accept offer to purchase City-owned property at 159 12<sup>th</sup> Street Court SE.

**BACKGROUND**

Community Development Block Grant funds were used to purchase and rehabilitate the home located at 159 12<sup>th</sup> Street Court SE. Because the property was purchased and renovated with CDBG housing rehabilitation and purchase program funds, the property must be sold to a low or moderate income buyer and who will occupy the home as a principal residence. Staff has received an offer on the property for \$78,000, which is slightly below the asking price of 79,900. However, the buyer is asking for \$2,000 in closing cost assistance. This will help reduce the out of pocket expense for the buyer.

**ANALYSIS**

The property has been listed for sale with Hickory Real Estate Group since July 2015. Staff feels that this offer is fair in light of the income and owner occupancy restrictions on the home. Since this home is being sold to an income eligible buyer as affordable housing, NCGS 157-9 authorizes the city to sell the property without using a competitive sale or upset bid process. The competitive sale requirement would be incompatible with the income and ownership restrictions that are necessary due to the use of CDBG funds to purchase and rehabilitate the property.

**RECOMMENDATION**

Staff recommends acceptance of the offer to purchase City-owned property at 159 12<sup>th</sup> Street Court SE.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

Brian Frazier 4/7/16  
 Initiating Department Head Date

Rodney Miller 4-11-16  
 Asst. City Manager Rodney Miller Date

Melissa Miller 4-11-16  
 Finance Officer, Melissa Miller Date

\_\_\_\_\_  
 Date

Anita M. Dula 4-13-16  
 Deputy City Attorney, A. Dula Date

A. Surratt 4/12/16  
 Asst. City Manager, A. Surratt Date

Bo Weichel 4-12-16  
 Purchasing Manager, Bo Weichel Date

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

M. Berry  
 City Manager, M. Berry

\_\_\_\_\_  
 Date



have one (1) banking day after written notice to deliver cash or immediately available funds to the payee. In the event Buyer does not timely deliver cash or immediately available funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

(c) "Earnest Money Deposit": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid in connection with this transaction, hereinafter collectively referred to as "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 4(d) and 4(c) for damage to the Property or Seller's right to retain the Due Diligence Fee. It is acknowledged by the parties that payment of the Earnest Money Deposit to Seller in the event of a breach of this Contract by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money Deposit to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) "Escrow Agent" (insert name): Williams Law Firm

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) "Effective Date": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) "Due Diligence": Buyer's opportunity during the Due Diligence Period to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) "Due Diligence Fee": A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to conduct Due Diligence during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 8(n) or Paragraph 12, or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) "Due Diligence Period": The period beginning on the Effective Date and extending through 5:00 p.m. on May 27, 2016 *TIME BEING OF THE ESSENCE* with regard to said date.

(k) "Settlement": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) "Settlement Date": The parties agree that Settlement will take place on June 9, 2016 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

Buyer initials  Seller initials \_\_\_\_\_

(m) "Closing": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 13 (Delay in Settlement/Closing).

**WARNING:** The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) "Special Assessments": A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

"Proposed Special Assessment": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

"Confirmed Special Assessment": A Special Assessment that has been approved prior to Settlement whether or not it is fully payable at time of Settlement.

**2. FIXTURES AND EXCLUSIONS.**

(a) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as fuel tanks, antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey: NA

(b) **Specified Items:** Unless identified in subparagraph (d) below the following items, if any, are deemed fixtures and are included in the Purchase Price free of liens: range/stove/oven, any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, mounting brackets for televisions and for speakers and all related hardware, burglar/fire/smoke/carbon monoxide alarms and security systems, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, attached wall and/or door mirrors, fuel tank(s) whether attached or buried and including any contents that have not been used, removed or resold to the fuel provider as of Settlement\*, landscape and/or foundation lighting, invisible fencing including all related equipment, lawn irrigation systems and all related equipment, and water softener/conditioner and filter equipment.

(c) **Other Fixtures/Unspecified items:** Unless identified in subparagraph (d) below, any other item legally considered a fixture is included in the Purchase Price free of liens.

(d) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs (b) and (c)*): NA

Seller shall repair any damage caused by removal of any items excepted above.

\*NOTE: Seller's use, removal or resale of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.

**3. PERSONAL PROPERTY:** The following personal property shall be transferred to Buyer at no value at Closing: refrigerator, microwave, washer & dryer

Buyer initials  Seller initials \_\_\_\_\_

(NOTE: Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.)

4. BUYER'S DUE DILIGENCE PROCESS:

(a) **Loan:** During the Due Diligence Period, Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

**NOTE:** Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction since the Loan is not a condition of the Contract.

(b) **Property Investigation:** During the Due Diligence Period, Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

(i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.

(ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association charges fees for confirming owners' association information and restrictive covenant compliance.

(iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.

(iv) **Appraisals:** An appraisal of the Property.

(v) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

(vi) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.

(vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.

(viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.

(ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

(x) **Fuel Tank:** Inspections to determine the existence, type and ownership of any fuel tank located on the Property.

(NOTE: Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.)

(c) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands that unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION. Buyer and Seller acknowledge and understand that they may, but are not required to, engage in negotiations for repairs/improvements to the Property. Buyer is advised to make any repair/improvement requests in sufficient time to allow repair/improvement negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements shall be considered an obligation of the parties and is an addition to this Contract and as such, must be in writing and signed by the parties in accordance with Paragraph 20.

(NOTE: See Paragraph 8(c), Access to Property/Walk-Through Inspection, and Paragraph 8(m), Negotiated Repairs/Improvements.)

(d) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices either approved by the N.C. Home Inspector Licensure Board or applicable to any other N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

Buyer initials  Seller initials \_\_\_\_\_

(e) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(f) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

**WARNING:** If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, *prior to the expiration of the Due Diligence Period*, unless Buyer can obtain a written extension from Seller. **SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION.** Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period shall constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under Paragraph 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(g) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

5. **BUYER REPRESENTATIONS:**

(a) **Loan:** Buyer  does  does not have to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows:  FHA  VA (attach FIA/VA Financing Addendum)  Conventional  Other: NA loan at a  Fixed Rate  Adjustable Rate in the principal amount of 96.5% LTV plus any financed VA Funding Fee or FHA MIP for a term of 30 year(s), at an initial interest rate not to exceed 4.250 % per annum (the "Loan").

**NOTE:** Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan. If Buyer represents that Buyer does not have to obtain a new loan in order to purchase the Property, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

(b) **Other Property:** Buyer  does  does not have to sell or lease other real property in order to qualify for a new loan or to complete purchase.

(NOTE: This Contract is not conditioned upon the sale of Buyer's property unless a contingent sale addendum such as Standard Form 2A2-T is made a part of this Contract.)

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) **Residential Property and Owners' Association Property Disclosure Statement (check only one):**

Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer.

Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to **WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST:** (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the Contract was made; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): NA

Buyer initials  Seller initials \_\_\_\_\_

(e) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement** (check only one):

- Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer.
- Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to **WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST**: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the Contract was made; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): NA

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

(NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred or is intended.)

6. **BUYER OBLIGATIONS:**

- (a) **Owners' Association Fees/Charges:** Buyer shall be responsible for the payment of any fees charged by an owners' association for information relating to Buyer's Due Diligence other than those fees to be paid by Seller under Paragraph 8(j).
- (b) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.
- (c) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.
- (d) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

7. **SELLER REPRESENTATIONS:**

- (a) **Ownership:** Seller represents that Seller:
  - has owned the Property for at least one year.
  - has owned the Property for less than one year.
  - does not yet own the Property.
- (b) **Lead-Based Paint** (check if applicable):
  - The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum {Standard Form 2A9-T}).
- (c) **Assessments:** To the best of Seller's knowledge there are no Proposed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): None known, if so, seller pays. Seller warrants that there are no Confirmed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): None known, if so, seller pays.
- (d) **Owners' Association(s) and Dues:** Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:
  - Seller's statement of account
  - master insurance policy showing the coverage provided and the deductible amount
  - Declaration and Restrictive Covenants
  - Rules and Regulations
  - Articles of Incorporation

Buyer initials  Seller initials \_\_\_\_\_

- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

The name, address and telephone number of the president of the owners' association or the association manager is: NA

Owners' association website address, if any: NA

The name, address and telephone number of the president of the owners' association or the association manager is: NA

Owners' association website address, if any: NA

8. SELLER OBLIGATIONS:

(a) **Evidence of Title and Payoff Statement(s):** Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property. Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property/Walk-Through Inspection:** Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer an opportunity to conduct a final walk-through inspection of the Property.

(d) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

(NOTE: Buyer's failure to terminate this Contract prior to the expiration of the Due Diligence Period as a result of any encumbrance or defect that is or would have been revealed by a title examination of the Property or a current and accurate survey shall not relieve Seller of any obligation under this subparagraph.)

Buyer initials  Seller initials \_\_\_\_\_

STANDARD FORM 2-T  
Revised 7/2015  
© 7/2015

(NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.)

(h) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: Jennifer N. Starnes

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ 2,000.00 toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, less any portion disapproved by Buyer's lender.

**NOTE:** Examples of Buyer's expenses associated with the purchase of the Property include, but are not limited to, discount points, loan origination fees, appraisal fees, attorney's fees, inspection fees, and "pre-pays" (taxes, insurance, owners' association dues, etc.).

(j) **Owners' Association Fees/Charges:** Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any transfer or similar fee imposed by the owners' association; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement.

(k) **Payment of Confirmed Special Assessments:** Seller shall pay all Confirmed Special Assessments, if any, provided that the amount thereof can be reasonably determined or estimated.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 8 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

9. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;
- (c) **Rents:** Rents, if any, for the Property;
- (d) **Dues:** Owners' association regular assessments (dues) and other like charges.

10. **HOME WARRANTY:** Select one of the following:

- No home warranty is to be provided by Seller.
- Buyer may obtain a one-year home warranty at a cost not to exceed \$ NA and Seller agrees to pay for it at Settlement.
- Seller has obtained and will provide a one-year home warranty from NA at a cost of \$ NA and will pay for it at Settlement.

(NOTE: Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.)

11. **CONDITION OF PROPERTY AT CLOSING:** Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

Buyer initials  Seller initials \_\_\_\_\_

12. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

13. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

14. **POSSESSION:** Possession, including all means of access to the Property (keys, codes, garage door openers, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- Possession is subject to rights of tenant(s) (**NOTE:** Consider attaching Additional Provisions Addendum (Form 2A-11-T) or Vacation Rental Addendum (Form 2A13-T))

15. **OTHER PROVISIONS AND CONDITIONS:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO. **NOTE:** UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.

- |  |   |
|--|---|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T)                      | <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T)  |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T)                         | <input type="checkbox"/> New Construction Addendum (Form 2A3-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T)                            | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> Contingent Sale Addendum (Form 2A2-T)                             | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T)      |
| <input checked="" type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T)                 | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T) |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) |   |
| <input checked="" type="checkbox"/> OTHER: <u>Income Limits</u>                            |   |

16. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

17. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

18. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

19. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

Buyer initials  Seller initials \_\_\_\_\_

20. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

21. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

22. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

23. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: \_\_\_\_\_  
Buyer Jennifer N. Starnes  
Jennifer N. Starnes

dotloop verified  
04/05/16 11:38AM EDT  
3BCD-ADM9-NHK8-W5KT

Date: \_\_\_\_\_  
Seller \_\_\_\_\_  
City of Hickory

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

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

Entity Buyer: \_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

Entity Seller: \_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

NOTICE INFORMATION

NOTE: INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

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

Buyer Fax#: \_\_\_\_\_

Buyer E-mail: \_\_\_\_\_

SELLING AGENT NOTICE ADDRESS:

Firm Name: Weichert Realtors - Team Metro  
Acting as  Buyer's Agent  Seller's (sub)Agent  Dual Agent

Mailing Address: 1144 Lenoir Rhyne Blvd SE, Hickory,  
NC 28602-5168

Individual Selling Agent: Rob Taylor  
 Acting as a Designated Dual Agent (check only if applicable)

License #: 270736

Selling Agent Phone#: (828) 455-3837

Selling Agent Fax#: (828) 304-1009

Selling Agent E-mail: rob@teammetro.net

SELLER NOTICE ADDRESS:

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

Seller Fax#: \_\_\_\_\_

Seller E-mail: \_\_\_\_\_

LISTING AGENT NOTICE ADDRESS:

Firm Name: Hickory Real Estate Group  
Acting as  Seller's Agent  Dual Agent

Mailing Address: 813 Main Ave SW, Hickory, NC  
28602-2603

Individual Listing Agent: Mike Kelly  
 Acting as a Designated Dual Agent (check only if applicable)

License #: 249439

Listing Agent Phone#: (828) 234-0479

Listing Agent Fax#: \_\_\_\_\_  
mike@hickoryrealestategroup.

Listing Agent E-mail: com

[THIS SPACE INTENTIONALLY LEFT BLANK]

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: City of Hickory ("Seller")
Buyer: Jennifer N. Starnes ("Buyer")
Property Address: 159 12th Street Ct SE, Hickory, NC 28602 ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ NA, receipt of which Listing Agent hereby acknowledges.

Date: Firm: Hickory Real Estate Group
By: (Signature) Mike Kelly (Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ NA, receipt of which Seller hereby acknowledges.

Date Seller: (Signature) City of Hickory
Date Seller: (Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ 500.00. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date Firm: Williams Law Firm
By: (Signature) (Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ NA. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date Firm: Williams Law Firm
By: (Signature) (Print name)

FHA/VA FINANCING ADDENDUM

Property: 159 12th Street Ct SE, Hickory, NC 28602

Seller: City of Hickory

Buyer: Jennifer N. Starnes

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property.

FHA FINANCING: [X] U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FEDERAL HOUSING ADMINISTRATION

AMENDATORY CLAUSE - It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty for forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or DVA requirements a written statement issued by the Federal Housing Commissioner, the Department of Veterans Affairs or a Direct Endorsement lender, setting forth the appraised value of the property of not less than \$ 78,000.00. The purchaser shall, however, have the privilege and option of proceeding with the consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

VA FINANCING: [ ]

VA NOTICE TO BUYER - It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer shall not incur any penalty by forfeiture of earnest money deposits or otherwise be obligated to complete the purchase of the Property described herein, if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The Buyer shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by DVA. If Buyer elects to complete the purchase at an amount in excess of the reasonable value established by DVA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the DVA and which Buyer represents will not be from borrowed funds except as approved by DVA. If DVA reasonable value of the Property is less than the sales price, Seller shall have the option of reducing the sales price to an amount equal to the DVA reasonable value and the parties to the sale may close at such lower sales price with appropriate adjustments to the sales contract.

If Buyer obtains a VA loan, the DVA may or may not require well/water, septic/sewer, and/or wood destroying insect inspections to be performed. If required to be performed, such inspections may or may not be required to be at Seller's expense. If such inspections are required to be performed and are required to be at Seller's expense, Seller agrees to pay the cost of such inspections, subject to the limit set forth in Paragraph 8(i) of the Contract.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.



This form jointly approved by: North Carolina Bar Association North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2A-4-T Revised 7/2015 © 7/2015

Buyer initials [Signature] 04/05/16 11:38AM EDT Seller initials \_\_\_\_\_

**REAL ESTATE CERTIFICATION** - The seller, the purchaser, and the broker hereby certify that the terms of the sales contract are true to the best of their knowledge and belief and it is agreed that any other agreement entered into by any of the parties is fully disclosed and attached to the sales contract. The seller, the purchaser, and the broker fully understand that it is a federal crime punishable by fine or imprisonment or both to knowingly make any false statement concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Sections 1012 and 1014.

I CERTIFY I HAVE READ \_\_\_\_\_ TS:

BUYER/BORROWER Jennifer N. Starnes dotloop verified  
04/05/16 11:38AM EDT  
Z0FA-00KB-LZEL-NB2N DATE \_\_\_\_\_  
Jennifer N. Starnes

BUYER/CO-BORROWER \_\_\_\_\_ DATE \_\_\_\_\_

Entity Buyer/Borrower: \_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

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

Name: \_\_\_\_\_ Title: Rob Taylor dotloop verified  
04/05/16 11:27AM EDT  
DYN-SDMP-357H-EV2C

SELLING FIRM: Weichert Realtors - Team Metro BY: Rob Taylor

SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
City of Hickory

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

Entity Seller: \_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

LISTING FIRM: Hickory Real Estate Group BY: Mike Kelly

**THE MORTGAGE LENDER MUST RECEIVE AN ORIGINAL SIGNATURE COPY**



STATE OF NORTH CAROLINA
RESIDENTIAL PROPERTY AND OWNERS' ASSOCIATION DISCLOSURE STATEMENT

Instructions to Property Owners

- 1. The Residential Property Disclosure Act (G.S. 47B) ("Disclosure Act") requires owners of residential real estate (single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units) to furnish purchasers a Residential Property and Owners' Association Disclosure Statement ("Disclosure Statement").
2. You must respond to each of the questions on the following pages of this form by filling in the requested information or by placing a check (✓) in the appropriate box.
3. If you are assisted in the sale of your property by a licensed real estate broker, you are still responsible for completing and delivering the Disclosure Statement to the purchasers; and the broker must disclose any material facts about your property which he or she knows or reasonably should know, regardless of your responses on the Disclosure Statement.
4. You must give the completed Disclosure Statement to the purchaser no later than the time the purchaser makes an offer to purchase your property.

Note to Purchasers: If the owner does not give you a Residential Property and Owner's Association Disclosure Statement by the time you make your offer to purchase the property, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser.

5. In the space below, type or print in ink the address of the property (sufficient to identify it) and your name. Then sign and date.

Property Address: 159 12th ST CT SE, Hickory, 28602

Owner's Name(s): City Of Hickory

Owner(s) acknowledge(s) having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: [Signature] City Of Hickory Date 7/17/15

Owner Signature: Debbie D. Miller, City Clerk. Attest: [Signature] Date

Purchasers acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owners' agent; that it is not a substitute for any inspections they may wish to obtain; and that the representations are made by the owners and not the owners' agents or subagents.

Purchaser Signature: Jennifer N. Starnes Date

Purchaser Signature: Date



REC 4.22
REV 7/14

Hickory Real Estate Group, Inc. 313 Main Ave SW Hickory, NC 28602
Phone: (828)234-0479 Fax: (866)242-7159

Michael Kelly

City of Hickory

Property Address/Description: 159 12th ST CT SE, Hickory, 28602

N/A

The following questions address the characteristics and condition of the property identified above about which the owner has actual knowledge. Where the question refers to "dwelling," it is intended to refer to the dwelling unit, or units if more than one, to be conveyed with the property. The term "dwelling unit" refers to any structure intended for human habitation.

- |   | Yes                      | No                       | No Representation                   |
|---|--------------------------|--------------------------|-------------------------------------|
| 1. In what year was the dwelling constructed? _____<br>Explain if necessary: _____  |                          |                          | <input checked="" type="checkbox"/> |
| 2. Is there any problem, malfunction or defect with the dwelling's foundation, slab, fireplaces/chimneys, floors, windows (including storm windows and screens), doors, ceilings, interior and exterior walls, attached garage, patio, deck or other structural components including modifications to them? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. The dwelling's exterior walls are made of what type of material? <input type="checkbox"/> Brick Veneer <input type="checkbox"/> Wood <input type="checkbox"/> Stone <input type="checkbox"/> Vinyl<br><input type="checkbox"/> Synthetic Stucco <input type="checkbox"/> Composition/Hardboard <input type="checkbox"/> Concrete <input type="checkbox"/> Fiber Cement <input type="checkbox"/> Aluminum <input type="checkbox"/> Asbestos<br><input type="checkbox"/> Other _____ (Check all that apply)                                      |                          |                          | <input checked="" type="checkbox"/> |
| 4. In what year was the dwelling's roof covering installed? _____ (Approximate if no records are available)<br>Explain if necessary: _____  |                          |                          | <input checked="" type="checkbox"/> |
| 5. Is there any leakage or other problem with the dwelling's roof? .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Is there any water seepage, leakage, dampness or standing water in the dwelling's basement, crawl space, or slab? .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Is there any problem, malfunction or defect with the dwelling's electrical system (outlets, wiring, panel, switches, fixtures, generator, etc.)? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. Is there any problem, malfunction or defect with the dwelling's plumbing system (pipes, fixtures, water heater, etc.)? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Is there any problem, malfunction or defect with the dwelling's heating and/or air conditioning? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 10. What is the dwelling's heat source? <input type="checkbox"/> Furnace <input type="checkbox"/> Heat Pump <input type="checkbox"/> Baseboard <input type="checkbox"/> Other _____<br>(Check all that apply)... Age of system: _____   |                          |                          | <input checked="" type="checkbox"/> |
| 11. What is the dwelling's cooling source? <input type="checkbox"/> Central Forced Air <input type="checkbox"/> Wall/Window Unit(s) <input type="checkbox"/> Other _____<br>(Check all that apply)... Age of system: _____  |                          |                          | <input checked="" type="checkbox"/> |
| 12. What are the dwelling's fuel sources? <input type="checkbox"/> Electricity <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> Oil <input type="checkbox"/> Other _____<br>(Check all that apply) If the fuel source is stored in a tank, identify whether the tank is <input type="checkbox"/> above ground or <input type="checkbox"/> below ground, and whether the tank is <input type="checkbox"/> leased by seller or <input type="checkbox"/> owned by seller. (Check all that apply) ..... |                          |                          | <input checked="" type="checkbox"/> |
| 13. What is the dwelling's water supply source? <input type="checkbox"/> City/County <input type="checkbox"/> Community System <input type="checkbox"/> Private Well <input type="checkbox"/> Shared Well<br><input type="checkbox"/> Other _____ (Check all that apply) .....  |                          |                          | <input checked="" type="checkbox"/> |
| 14. The dwelling's water pipes are made of what type of material? <input type="checkbox"/> Copper <input type="checkbox"/> Galvanized <input type="checkbox"/> Plastic <input type="checkbox"/> Polybutylene<br><input type="checkbox"/> Other _____ (Check all that apply) .....   |                          |                          | <input checked="" type="checkbox"/> |
| 15. Is there any problem, malfunction or defect with the dwelling's water supply (including water quality, quantity, or water pressure)? .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 16. What is the dwelling's sewage disposal system? <input type="checkbox"/> Septic Tank <input type="checkbox"/> Septic Tank with Pump <input type="checkbox"/> Community System<br><input type="checkbox"/> Connected to City/County System <input type="checkbox"/> City/County System available <input type="checkbox"/> Straight pipe (wastewater does not go into a septic or other sewer system [note: use of this type of system violates state law]) <input type="checkbox"/> Other _____<br>(Check all that apply) .....                 |                          |                          | <input checked="" type="checkbox"/> |
| 17. If the dwelling is serviced by a septic system, do you know how many bedrooms are allowed by the septic system permit? If your answer is "yes" how many bedrooms are allowed? _____ <input type="checkbox"/> No records available   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 18. Is there any problem, malfunction or defect with the dwelling's sewer and/or septic system? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 19. Is there any problem, malfunction or defect with the dwelling's central vacuum, pool, hot tub, spa, attic fan, exhaust fan, ceiling fans, sump pump, irrigation system, TV cable wiring or satellite dish, garage door openers, gas logs, or other systems? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 20. Is there any problem, malfunction or defect with any appliances that may be included in the conveyance (range/oven, attached microwave, hood/fan, dishwasher, disposal, etc.)? .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Owner Initials and Date [Signature] 7-17-15

Owner Initials and Date \_\_\_\_\_  
Purchaser Initials and Date \_\_\_\_\_





33. Are any fees charged by the association or by the association's management company in connection with the conveyance or transfer of the lot or property to a new owner? If your answer is "yes," please state the amount of the fees: \_\_\_\_\_  
 Yes  No  No Representation
34. As of the date this Disclosure Statement is signed, are any dues, fees, or special assessments which have been duly approved as required by the applicable declaration or bylaws, and that are payable to an association to which the lot is subject? If your answer is "yes," please state the nature and amount of the dues, fees, or special assessments to which the property is subject: \_\_\_\_\_  
 Yes  No  No Representation
35. As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits involving the property or lot to be conveyed? If your answer is "yes," please state the nature of each pending lawsuit, and the amount of each unsatisfied judgment: \_\_\_\_\_  
 Yes  No  No Representation
36. As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits involving the planned community or the association to which the property and lot are subject, with the exception of any action filed by the association for the collection of delinquent assessments on lots other than the property and lot to be conveyed? If your answer is "yes," please state the nature of each pending lawsuit, and the amount of each unsatisfied judgment: \_\_\_\_\_  
 Yes  No  No Representation
37. Which of the following services and amenities are paid for by the owners' association(s) identified above out of the association's regular assessments ("dues")? (Check all that apply).

	Yes	No	No Representation
Management Fees.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exterior Building Maintenance of Property to be Conveyed.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exterior Yard/Landscaping Maintenance of Lot to be Conveyed.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Common Areas Maintenance.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash Removal.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recreational Amenity Maintenance (specify amenities covered).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pest Treatment/Extermination.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Street Lights.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sewer.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Storm water Management/Drainage/Ponds.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Internet Service.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cable.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Private Road Maintenance.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parking Area Maintenance.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gate and/or Security.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: (specify).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Owner Initials and Date   *ABC*     7-17-15   Owner Initials and Date \_\_\_\_\_  
Purchaser Initials and Date   *DE*   \_\_\_\_\_ Purchaser Initials and Date \_\_\_\_\_





STATE OF NORTH CAROLINA
MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT

Instructions to Property Owners

- 1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
2. A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b), including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
3. You must respond to each of the following by placing a check in the appropriate box.

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

Table with 3 columns: Question, Yes, No, No Representation. Contains 6 numbered questions regarding mineral and oil and gas rights severance.

Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: 159 12th ST CT SE, Hickory, 28602

Signature of Debbie D. Miller, City Clerk



Owner's Name(s): City of Hickory

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: [Signature] City of Hickory Date 7/17/15

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

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty and that all representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: Jennifer N. Starnes Date \_\_\_\_\_

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

Hickory Real Estate Group, Inc, 813 Main Ave SW Hickory, NC 28602
Phone: (828)234-0479 Fax: (866)242-7159 Michael Kelly

REC 425
1/1/15
City of Hickory

159 12<sup>th</sup> Street Ct NE  
Income Limits to Purchase according to City of Hickory

Household could earn up to:

1 person \$29,300

2 person \$33,466

3 person \$37,632

4 person \$41,800

*Jennifer N. Starnes*  
dotloop verified  
04/02/16 5:27AM EDT  
OUWD-6CD1-EUN7-EXQT

That number is indexed upward based on family size.

## IRAN DIVESTMENT ACT CERTIFICATION

### OVERVIEW

During the 2015 legislative session, the North Carolina General Assembly enacted the Iran Divestment Act which prohibits state agencies and local governments from entering into contracts with an entity that has been identified by the North Carolina State Treasurer as being engaged in certain investment activities in the Iranian energy sector. The State Treasurer's Office is required to publish a list of entities it has identified as engaging in these activities and must update the list every 180 days. An entity identified on the Treasurer's list (called the "Final Divestment List") is prohibited from contracting with a state agency or any local governments. In addition, all entities contracting with the State and local governments are prohibited from subcontracting with any entity included on the Final Divestment List. Contracts entered into in violation of the Act are rendered void by operation of statute. State agencies and local governments must require entities to certify that they are not included on the Final Divestment List.

### CERTIFICATION STATEMENT

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

COUNCIL AGENDA MEMOS

**To:** City Manager's Office  
**From:** Dave Leonetti, Community Development Manager  
**Contact Person:** Dave Leonetti, Community Development Manager  
**Date:** April 7, 2016  
**Re:** Citizen's Advisory Committee Recommendations

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

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

**ANALYSIS** The following requests were considered by the Citizens' Advisory Committee at their regular meeting on April 7, 2016:

- Vickesha Lawrence, 1407 16<sup>th</sup> Avenue NE, Hickory, was awarded a City of Hickory's Housing Rehabilitation Loan in the amount of \$4,310.00. She received the loan in 2006 and has made payments in a timely manner. The loan amount to date is \$2,325.17. Ms. Lawrence is in need of replacing her plumbing in the house. The Citizen's Advisory Committee recommends approval to increase her loan to \$10,000.00. This would include the remaining \$2,325.17 currently owed with an additional \$7,674.83.

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

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

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

**Brian M. Frazier**

Initiating Department Head

4/07/16

Date

Rodney Miller  
Asst. City Manager, W. Wood

4-7-16

Date

Melissa Miller  
Finance Officer, Melissa Miller

4-11-16

Date

Bo Weichel  
Purchasing Manager, Bo Weichel

4-12-16

Date

Amata M. Dula  
Deputy City Attorney, A. Dula

Date

A. Surratt  
Asst. City Manager, A. Surratt

4/12/16  
Date

Administrative Services Director  
M. Bennett

Date

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

M. Berry  
City Manager, M. Berry

Date

## IRAN DIVESTMENT ACT CERTIFICATION

OVERVIEW

During the 2015 legislative session, the North Carolina General Assembly enacted the Iran Divestment Act which prohibits state agencies and local governments from entering into contracts with an entity that has been identified by the North Carolina State Treasurer as being engaged in certain investment activities in the Iranian energy sector. The State Treasurer's Office is required to publish a list of entities it has identified as engaging in these activities and must update the list every 180 days. An entity identified on the Treasurer's list (called the "Final Divestment List") is prohibited from contracting with a state agency or any local governments. In addition, all entities contracting with the State and local governments are prohibited from subcontracting with any entity included on the Final Divestment List. Contracts entered into in violation of the Act are rendered void by operation of statute. State agencies and local governments must require entities to certify that they are not included on the Final Divestment List.

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**BUDGET ORDINANCE AMENDMENT # 22**

**BE IT ORDAINED** by the Governing Board of the City of Hickory, that pursuant to Section 15 of Chapter 159 of the General Statutes of North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2016.

**SECTION 1.** To Amend the General Fund, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
<b>TOTAL</b>	-	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	5,873	5,873
<b>TOTAL</b>	5,873	5,873

**SECTION 3.** Copies of the budget ordinance amendment shall be furnished to the Clerk of the Governing Board, and to the City Manager (Budget Officer) and the Finance Officer for their direction.

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**GRANT PROJECT ORDINANCE AMENDMENT # 7**

**BE IT ORDAINED** by the Governing Board of the City of Hickory that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, that the following amendment be made to the grant project ordinance for the duration of the project.

**SECTION 1.** To amend the FY 2013 Assistance to Firefighters Grant, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Projects	5,873	-
Public Safety	-	330,816
<b>TOTAL</b>	5,873	330,816

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

FUNCTIONAL AREA	INCREASE	DECREASE
Restricted Governmental Revenues		324,943
	-	-
<b>TOTAL</b>	-	324,943

**SECTION 2.** Copies of the grant project ordinance amendment shall be furnished to the Clerk of the Governing Board, and to the City Manager (Budget Officer) and the Finance Officer for their direction

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

## COUNCIL AGENDA MEMOS

**To: City Manager's Office**  
**From: Andrea Surratt, Assistant City Manager**  
**Contact Person: Andrea Surratt, Assistant City Manager**  
**Date: April 7, 2016**  
**Re: Authorize Staff to Apply for US DOT TIGER Grant funding**

**REQUEST** Authorize staff to apply for TIGER Grant funding from the US Department of Transportation

**BACKGROUND** The TIGER Discretionary Grants provide funding of up to 80 percent of project costs in urban areas for surface transportation infrastructure projects that will have a significant impact on the nation, a region, or metropolitan area. There is a \$5 million minimum funding request this year. The City of Hickory's TIGER request for the total project cost will be \$25.4 million.

TIGER Scope Elements	Estimated Project Cost
City Walk Along Main Ave	
Greenway Spine	\$ 11,200,000
Ribs (2)	\$ 3,500,000*
Pedestrian Bridge	\$ 1,700,000
Depot Station	\$ 3,000,000
2nd Avenue Realignment	\$ 900,000
Streetscape 4 (LR Blvd)	\$ 3,200,000
Streetscape 9 (9th Street/Main Ave Connector)	\$ 1,900,000
	\$ 25,400,000

The grant will serve as the catalyst for the City's economic development initiative, which is focused on revitalizing city infrastructure and connecting the Central Business District to surrounding neighborhoods, commerce, recreational and education facilities. This project was discussed as a priority focus area by the City of Hickory during the Inspiring Spaces Master Plan initiative.

**ANALYSIS** Funds will be used for critical infrastructure improvements such as streets, sidewalks, crosswalks, gateways, trails, and streetscapes to promote the City as a choice location to live, work and play and one where businesses want to locate, invest and expand. The project will streamline transportation modes to the City, provide improved access to low and moderate income neighborhoods and underutilized areas and provide safe accessibility for bicycles and pedestrians. The city's grant application would focus on improvements along Main Avenue from 4th Street NW to Lenoir-Rhyne University, 1<sup>st</sup> Street SW to the Ridgeview Library and Recreation Center, 9<sup>th</sup> Street NW, and Lenoir Rhyne Blvd. SE from Tate Boulevard to I-40. These segments closely represent the connectivity of the Bond Program recently approved by City Council upon recommendation by the Bond Commission.

A total estimated project cost of \$25.4 million dollars has been identified for the grant submittal based upon the projects above. The request includes an acceleration of the NCDOT STIP funding (Statewide Transportation Improvement Program) for Citywalk, currently scheduled to receive funds from NCDOT for construction in 2020. This TIGER grant request is based upon a 25% match from the City of Hickory of \$6.35 million of the total project. The minimum amount of match is 20%. However, the balance of 75% or \$19.05 million is made up of the NCDOT STIP

grant and its City match to make the TIGER grant application only require \$9.45 million in new DOT funds. See table below.

Hickory Local Match for TIGER Request	25%	\$	6,350,000
Hickory Local Match for STIP	8%	\$	1,920,000
STIP Allocated	30%	\$	7,680,000
TIGER Request	37%	\$	9,450,000
		\$	<u>25,400,000</u>

The previous planning processes over the years, including the 2035 Hickory Long Range Transportation Plan, Hickory by Choice 2030 Comprehensive Plan, and Inspiring Spaces, have made this project ripe for completion.

**RECOMMENDATION** Staff recommends that City Council authorize staff to apply for the TIGER Discretionary Grant in the amount of \$25,400,000 with a cash match of \$6.35 million.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

Andrea Surratt

Initiating Department Head

4/7/16

Date

A. M. Dula  
Deputy City Attorney, A. Dula

4-13-16

Date

Rodney Miller  
Asst. City Manager Rodney Miller

4-13-16

Date

A. Surratt  
Asst. City Manager, A. Surratt

4/13/16

Date

Melissa Miller  
Finance Officer, Melissa Miller

4-14-16

Date

Bo Weichel  
Purchasing Manager, Bo Weichel

4-14-16

Date

\_\_\_\_\_  
Date

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

M. Berry  
City Manager, M. Berry

\_\_\_\_\_  
Date

RESOLUTION NO. 16-\_\_\_\_  
 RESOLUTION AUTHORIZING THE CITY OF HICKORY TO SUBMIT AN APPLICATION TO  
 THE US DEPARTMENT OF TRANSPORTATION FOR THE 2016 TRANSPORTATION  
 INVESTMENT GENERATING ECONOMIC RECOVERY (TIGER) GRANT

Intent/Purpose:

WHEREAS, on or before April 29, 2016 the City of Hickory will apply to the US Department of Transportation for the 2016 TIGER Grant. This will be the second year for a submittal by the City of Hickory, and the scope of the project has been amended to more closely reflect the work of the Bond Commission for the Bond Program. The project scope includes:

- The City Walk Greenway,
- Two additional segments (ribs) connecting the Ridgeview area to the SALT Block to provide access to higher education (LRU), public libraries, arts and science, low-moderate income neighborhoods, and medical facilities,
- A Pedestrian Bridge over Hwy 127,
- The Depot Station Parking Deck,
- The 2<sup>nd</sup> Avenue Realignment,
- Lenoir Rhyne Boulevard Streetscape, and
- The 9<sup>th</sup> Street NW Streetscape.

TIGER Scope Elements	Estimated Project Cost
City Walk Along Main Ave	
Greenway Spine	\$ 11,200,000
Ribs (2)	\$ 3,500,000*
Pedestrian Bridge	\$ 1,700,000
Depot Station	\$ 3,000,000
2nd Avenue Realignment	\$ 900,000
Streetscape 4 (LR Blvd)	\$ 3,200,000
Streetscape 9 (9th Street/Main Ave Connector)	\$ 1,900,000
	\$ 25,400,000

*\*Note: This segment was not in the Bond Program recommendation but could be added if grant funding is secured for design and construction through the TIGER grant.*

A total estimated project cost of \$25.4 million dollars has been identified for the grant submittal based upon the projects above. The request includes an acceleration of the NCDOT STIP funding (Statewide Transportation Improvement Program) for City Walk, currently scheduled to receive funds from NCDOT for construction in 2020. This TIGER grant request is based upon a 25% match from the City of Hickory of \$6.35 million of the total project. The minimum amount of match is 20%. However, the balance of 75% or \$19.05 million is made up of the NCDOT STIP grant and its City match to make the TIGER grant application only require \$9.45 million in new DOT funds. See table below.

Hickory Local Match for TIGER Request	25%	\$	6,350,000
Hickory Local Match for STIP	8%	\$	1,920,000
STIP Allocated	30%	\$	7,680,000
TIGER Request	37%	\$	9,450,000
		\$	25,400,000

NOW, THEREFORE BE IT RESOLVED, that the City of Hickory is hereby authorized to submit a TIGER grant application in the amount of \$25.4 million dollars and will commit 25% or \$6.35 million as a cash match.

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

THE CITY OF HICKORY a  
North Carolina Municipal Corporation

(SEAL)

ATTEST:

By: \_\_\_\_\_

Rudy Wright, Mayor

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

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

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