

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

**April 5, 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 5, 2016  
7:00 p.m.

- I. Call to Order
- 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. **(Exhibit IV.A.)**
  - B. Proclamation for Fair Housing Month. **(Exhibit IV.B.)**
  - C. Presentation of a Proclamation for Volunteer Week in Catawba County to Cheryl Abee, Director, Volunteer Center/Information & Referral Catawba County United Way. **(Exhibit IV.C.)**
- V. Persons Requesting to Be Heard
- VI. Approval of Minutes
  - A. Regular Meeting of March 15, 2016. **(Exhibit VI.A.)**
  - B. Special Meeting of March 21, 2016. **(Exhibit VI.B.)**
- 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 Community Appearance Grant for Non-Residential Property Owned by Rahe Bryce, LLC Located at 200 2<sup>nd</sup> 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.

- A. Proclamation for Arbor Day, April 23, 2016. **(Exhibit VIII.A.)**
- B. Proclamation for Lineman Appreciation Day, April 18, 2016. **(Exhibit VIII.B.)**
- C. Proclamation for Child Abuse Prevention Month. **(Exhibit VIII.C)**
- D. 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. **(Exhibit VIII.D.)**
- E. 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. **(Exhibit VIII.E.)**
- F. 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. **(Exhibit VIII.F.)**

*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. Request from Hickory Police Department to Award Police Badge and Service Weapon to Retiring MPO Mike Beach. **(Exhibit VIII.G.)**

*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. Acceptance of 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. **(Exhibit VIII.H.)**

*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. Approval of the Appointment of Sandy Jones to City of Hickory Tax Collector for an Additional Two-Year Term. **(Exhibit VIII.I.)**

*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. Approval of Auditing Contract with Martin Starnes & Associates. **(Exhibit VIII.J.)**

*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. Approval of the Community Relations Council's Recommendation for Funding of Seven Grants totaling \$7,300. **(Exhibit VIII.K.)**

*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. Budget Ordinance Amendment Number 21. **(Exhibit VIII.L.)**

1. *To appropriate unspent donations in the amount of \$6,655 to International Springfest from FY 2014-2015.*
2. *To recognize \$300 in revenue received from donations to the Youth Council for registration fees for the State Youth Council Convention.*
3. *To recognize \$12,050 in revenue received from 2015-16 Unifour Senior Games Sponsorships.*
4. *To recognize \$350 in revenue received from a donation from Shurtape and North by Northwest Consulting for purchase of tennis shirt for our youth tennis program.*

5. *To transfer \$102 to the multi-year grant project fund for the Hickory Police Department's project under the Edward Byrnes Memorial Justice Assistance Grant (JAG) to purchase 12 body-worn cameras, hardware, service, digital evidence management solution, and equipment for officer training by Catawba County. Federal funding in the amount of \$19,555 is available to the City and \$12,900 available for Catawba County. Hickory is the lead agency for grant administration. Council accepted the award on September 15, 2015. The original project was amended in December 2015 to move existing police funds to the grant for the portion of expenditures that exceeded grant funding. This final request to transfer \$102 is a result of shipping freight and handling charges. This final budget revision will allow the project to be closed in FY 2015-16.*

M. Grant Project Ordinance Amendment Number 6. **(Exhibit VIII.M.)**

1. *To reconcile and close G5110R for the US Department of Justice FY15 Edward Byrne Memorial Justice Assistance Grant (JAG). Grant funds were used to purchase 12 body worn cameras, hardware, service, and digital evidence management solution for the Hickory Police Department and the purchase of equipment for officer training by Catawba County. Federal funding in the amount of \$19,555 is available to the City and \$12,900 is available for Catawba County. Hickory is the lead agency for grant administration. Council accepted the award on September 15, 2015. The original project was amended in December of 2015 to move existing police funds to the grant for the portion of the expenditures that exceeded grant funding. This final request for the move of \$102 in police funds is a result of shipping freight and handling charges. This final budget revision will allow the project to be closed in FY16.*

IX. Items Removed from Consent Agenda

X. Informational Item

XI. New Business:

A. Public Hearings

1. 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). **(Exhibit XI.A.1.)**

*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.*

2. 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. **(Exhibit XI.A.2.)**

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.

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

Council to nominate 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 UNIFORM AIR QUALITY COMMITTEE**

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. Adjournment

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

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

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



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## PROCLAMATION

### National Public Safety Telecommunications Week

Whereas: emergencies requiring police, fire or emergency medical services can occur at any time;

Whereas: during emergency situations prompt response from first responders is critical to the protection of life and preservation of property;

Whereas: the information obtained and disseminated by the Hickory Police Department Communications Center directly affects the safety of our police officers responding to emergency situations;

Whereas: Public Safety Telecommunicators are the first and most crucial contact our citizens have with emergency services;

Whereas: Public Safety Telecommunicators are the direct lifeline for our first responders by monitoring their activities by radio, providing them information and insuring their safety;

Whereas: Public Safety Telecommunicators of the Hickory Police Department have contributed substantially to the apprehension of criminals and assistance to the citizens of Hickory;

Whereas: each telecommunicator, while faced with the extreme stressors of the job, continued to exhibited professionalism, accountability, compassion and teamwork during the performance of their job in the past year;

NOW, THEREFORE, I Rudy Wright, Mayor of the City of Hickory, on behalf of Hickory City Council, do hereby proclaim the week of April 10-16, 2016 to be National Public Safety Telecommunications Week in the City of Hickory, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

Proclaimed this, the 5th day of April, 2016.

Rudy Wright, Mayor



City of Hickory  
PO Box 398  
Hickory, NC 28603  
Phone: (828) 323-7412  
Fax: (828) 323-7550

**PROCLAMATION  
FAIR HOUSING MONTH**

**NATIONAL ASSOCIATION OF REALTORS CELEBRATES  
EQUAL CHOICE IN HOUSING**

**WHEREAS,** April 11, 2016, marks the 48th anniversary of the passage of the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended, which enunciates a national policy of Fair Housing without regard to race, color, religion, sex, familial status, handicap and national origin, and encourages fair housing opportunities for all; and

**WHEREAS,** The Catawba Valley Association of Realtors, is committed to highlight the Fair Housing Act by continuing to address discrimination in our community, to support programs that will educate the public about the right to equal housing opportunities, and to plan partnership efforts with other organizations to help assure all people of their right to fair housing; and

**WHEREAS,** WHEREAS, The NATIONAL ASSOCIATION OF REALTORS® Code of Ethics commits all REALTORS® to providing equal professional services without discrimination based on race, color, religion, sex, familial status, handicap, sexual orientation, gender identity, and national origin,

**NOW, THEREFORE, I RUDY WRIGHT, MAYOR OF THE CITY OF HICKORY,** on behalf of Hickory City Council, do hereby proclaim the month of April, 2016 as

**FAIR HOUSING MONTH**

and ask the citizens of Hickory to join the Catawba Valley Association of Realtors in celebrating Fair Housing Month, reflecting on what has been done to eliminate housing discrimination and consider what more needs to be accomplished.

This the 5<sup>th</sup> day of April, 2016.

A handwritten signature in black ink, appearing to read "Rudy Wright".

Rudy Wright, Mayor



## PROCLAMATION

### Volunteer Week in Catawba County

**WHEREAS,** the foundation of a humane and just society is the people's willingness to work together for the common good; and

**WHEREAS,** experience teaches us that government by itself cannot solve all of our nation's social problems; and

**WHEREAS,** our country's volunteer force of millions of caring people is a great treasure; and

**WHEREAS,** self-sacrificing individuals mobilized to help others can stem the tide of poverty, hunger, homelessness, spouse and child abuse, and other problems that afflict society; and

**WHEREAS,** the giving of oneself in service to another empowers the giver and the recipient; and

**WHEREAS,** volunteering creates an opportunity to better oneself; and

**WHEREAS,** it is the duty of all our citizens to honor our dedicated volunteers and celebrate the volunteer programs that contribute to the life of our communities throughout Catawba County.

**NOW, THEREFORE, I Rudy Wright, Mayor of the City of Hickory,** on behalf of Hickory City Council, do hereby proclaim April 10-16<sup>th</sup>, 2016, as "Volunteer Week in Catawba County" and urge our fellow citizens to observe this period by considering how they can devote a portion of their lives each week to people in need, or to an important cause or group.

Proclaimed this, the 5<sup>th</sup> day of April, 2016.

A handwritten signature in black ink that reads "Rudy Wright".

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, March 15, 2016 at 7:00 p.m., with the following members present:

Vernon Tarlton Danny Seaver	Aldermen	Hank Guess David P. Zagaroli Jill Patton
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A quorum was present.

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

- I. Alderman Zagaroli called the meeting to order. All Council members were present except for Mayor Wright and Alderman Lail.
- II. Invocation by Rev. George Coates, Pastor, Hartzell Memorial and McQueen's Chapel United Methodist Churches
- III. Pledge of Allegiance
- IV. Special Presentations

- A. Presentation of the Distinguished Budget Presentation Award for the Fiscal Year Beginning July 1, 2015. This is the twenty-first consecutive year the City has received this recognition.

Alderman Zagaroli read and presented a Resolution honoring the Assistant City Manager Rodney Miller, Budget Analyst Cameron McHargue, and Finance Officer Melissa Miller, for the distinguished budget presentation award for the fiscal year beginning July 1, 2015.

RESOLUTION 16-02  
 RESOLUTION OF THE HICKORY CITY COUNCIL  
 HONORING THE HICKORY BUDGET OFFICE STAFF  
 UPON RECEIPT OF THE DISTINGUISHED  
 BUDGET PRESENTATION AWARD FOR THE  
 FISCAL YEAR BEGINNING JULY 1, 2015

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

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

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

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

- B. Presentation of a Proclamation to Crawdads General Manager, Mark Seaman, Recognition of the Crawdads as the 2015 South Atlantic League Champions.

Alderman Zagaroli read and presented a Proclamation to Crawdads General Manager, Mark Seaman, Conrad, and other Crawdads Staff in attendance, in recognition of the Crawdads as the 2015 South Atlantic League Champions. A standing ovation was given to the Crawdad's Staff.

General Manager Mark Seaman displayed the 2015 South Atlantic League Champions Trophy and presented it to the City so they could display it for a week or two.

Mr. Charles Young thanked Council for the honor. He commented that the stadium is looking better and better, the plantings are starting to mature. The remodeling had also been very good for the fans. He felt better about the relationship than he ever had in the 24 years that we have had a ball team. He felt like that they are partners in trying to bring family entertainment to Catawba Valley. He recognized the young staff that were in attendance and commented that we are trying to get college educated people to come here. He stated they have some of the very best working at Frans Stadium under the leadership of Mark Seaman. He commented they are an exception group of young people

doing an exceptional job. He advised that he walked in the Christmas parade in which they were the Grand Marshall of. He walked because he wanted to get a feel for the crowd. He commented that people in this area recognize Conrad the Crawdad. He advised that he and his wife had come from Longview Elementary School where they handed out groceries in the PORCH program. Conrad was in attendance helping them. The little children were heartwarming. He referenced branding and commented that this is a real brand, people recognize Conrad. He commented about the netting at the stadium and advised they protect their fans. He thanked City Council for the recognition and their support. He presented a photograph of the Crawdads at their Championship winning night in Asheville.

Alderman Zagaroli asked how long the City could keep the trophy.

Mr. Young commented that at least a week. They are going to spring training and will have a ceremony there preceding a major league exhibition game. He referenced the major league Rangers and advised that three of them had hit home runs in an exhibition game and they all three had played here in the last three or four years.

V. Persons Requesting to Be Heard

VI. Approval of Minutes

A. Regular Meeting of March 1, 2016

Alderman Guess moved, seconded by Alderman Seaver that the Minutes of March 1, 2016 be approved. The motion carried unanimously.

B. Special Meeting of February 25, 2016

Alderwoman Patton moved, seconded by Alderman Seaver that the Special Meeting Minutes of February 25, 2016 be approved. The motion carried unanimously.

C. Special Meeting of March 3, 2016

Alderwoman Patton moved, seconded by Alderman Tarlton that the Special Meeting Minutes of March 3, 2016 be approved. The motion carried unanimously.

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

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

A. Approval of Temporary and Permanent Easements with Piedmont Natural Gas on City-Owned Property Located Off of Dietz Road. (First Reading Vote: Unanimous)

B. Acceptance of the Offer to Purchase City-Owned Property Located at 159 12<sup>th</sup> Street Court SE in the Amount of \$81,000. (First Reading Vote: Unanimous)

C. Budget Ordinance Amendment Number 18. (First Reading Vote: Unanimous)

D. Consideration of an Ordinance to Restrict Un-Muffled Engine Noise within the City of Hickory Limits. (First Reading Vote: Unanimous)

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

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

A. Approved on First Reading a Community Appearance Grant for Non-Residential Property Owned by Rahe Bryce, LLC Located at 200 2<sup>nd</sup> Street NW in the Amount of \$3,897.50.

City Council created the Community Appearance Grant program in 1999 to provide economic incentives for property owners to improve the general appearance of properties located within the City's designated Urban Revitalization Area. 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 \$5,000. The grant proposal put forth by Rahe Bryce, LLC involves the renovation of an existing non-residential building.

The proposal involves the installation of new stonework around two street side lower elevations of the existing commercial building. The applicant has provided two bids which total \$7,795 and \$17,100. Using the lower of the two bids, the request qualifies for a \$3,897.50 grant. The current tax value of the property is \$349,400. The value of the grant represents approximately 1.1 percent of the properties' tax value. On February 22, 2016, the Community Appearance Commission considered the grant request. Upon consideration the Community Appearance Commission, utilizing the City Council approved grant scoring criteria, scored the grant in the medium category (15 to 19 points), and voted 5 to 2 to recommend City Council's approval of the grant request.

- B. Approved the Special Events Activities Application, Hickory Oktoberfest 2016, Connie Kincaid, HDDA Executive Director, Hickory Downtown Development Association, event Times: October 7, 2016 12:00 p.m. to 11:00 p.m.; October 8, 2016, 10:00 a.m. to 11:00 p.m.; October 9, 2016, 12:00 p.m. to 5:00 p.m.; Set-up begins October 6, 2016 at 3:00 p.m. and Clean-up ends October 9, 2016 at 11:00 p.m. Alcohol sales will end at 10:30 p.m. on October 7<sup>th</sup> and 8<sup>th</sup> and 5:00 p.m. on October 9<sup>th</sup>.
  - C. Approved the Special Events Activities Application, Charity Chase Half Marathon, Kelly Pulliam, Chair, Rotary Club of Catawba County, June 5, 2016, 5:00 a.m. to 12:00 p.m., Hickory Elks Lodge to the Sails on the Square.
  - D. Approved the Special Events Activities Application, Patriots Day, Fire Chief Fred Hollar, City of Hickory, September 11, 2016 3:00, p.m. to 5:30 p.m., Union Square.
  - E. Approved the Special Events Activities Application, Pinwheels for Prevention/National Child Abuse Prevention Month, Kate Landry, Community Education & Outreach Coordinator, Children's Advocacy & Protection Center, April 1, 2016, 7:30 a.m. to 2:00 p.m. Zahra Baker All Children's Playground at Kiwanis Park.
  - F. Approved the Special Events Activities Application, Good Friday Gathering, Caleb Hayworth, Operations Pastor, Vintage City Church, May 25, 2016, 5:00 p.m. to 9:00 p.m., downtown Under the Sails.
  - G. Called for a Public Hearing – For 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). (Authorize Public Hearing for April 5, 2016)
  - H. Called for a Public Hearing – For 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. The Petition is to Rezone the Properties from High Density Residential – 4 (R-4) to Industrial (IND). (Authorize Public Hearing for April 5, 2016)
- IX. Items Removed from Consent Agenda – None
- X. Informational Item
- XI. New Business:
- A. Public Hearings
  - B. Departmental Reports:
    - 1. Approved on First Reading Contract Addition with Freese Nichols to Proceed with Bond Project Designer RFQ.
 

At the February 25<sup>th</sup> and March 3<sup>rd</sup> City Council Planning Workshops, Council reviewed the timing of bond projects under the purview of the Bond Commission. The next step is to select the best qualified designers for the Riverwalk, City Walk and the two gateways on US 321. Staff recommends Council amend the contract with Freese Nichols for \$27,000 to perform services in assisting the Bond Commission, Staff, and Council in selecting and contracting with designers for the three projects and approve the budget amendment.

City Manager Mick Berry advised that Staff had talked with Council at their planning sessions on February 25<sup>th</sup> and March 3<sup>rd</sup>. He commented that the City is well into the planning process for the bond project. The City had employed the services of the engineering firm Freese Nichols for the past nine or ten months. As discussed at Council's planning session there was a great consensus among the Bond Council, Staff and City Council of the good partnership that had been formed to make these critical decisions to move the work forward. He asked Council to consider a contract change, Amendment 2, with Freese Nichols. This was an

addition to the original contract, in which services had previously been provided, in the amount of \$27,000 for Freese Nichols to provide the City with the RFQ process, and consultant selection. Putting together the RFQ, helping the City publish the RFQ, and then evaluate the responses. Working that through the Bond Commission's subcommittees as was talked about at Council's planning sessions. Staff felt like their expertise would help Staff in evaluating and negotiating those design contracts. Their rate will be \$9,000 for each of the projects, City Walk, Riverwalk trail, and the US 321 Gateways. Staff recommended that Council consider that amendment to the contract. He pointed out that Staff was able to work with Freese Nichols to reduce their original contract by a little less than five percent, \$20,000. That credit will be carried into Amendment 2 for the services of \$27,000. He advised that Mr. Charles Archer with Freese Nichols was present if they had questions to ask him. He advised that Staff recommended Council approve the contract amendment and also the accompanying budget amendment. He advised that the budget amendment was located on Page 167 of their agenda. The amendment would move funds from contingency into general capital projects where we are accounting for the bond expenditures, \$27,000 to execute that contract.

Alderman Tarlton moved seconded by Alderman Seaver approval amending the contract with Freese Nichols in the amount of \$27,000. The motion carried unanimously.

Alderwoman Patton moved seconded by Alderman Seaver approval of Budget Ordinance Amendment No. 19. The motion carried unanimously.

ORDINANCE NO. 16-12  
BUDGET ORDINANCE AMENDMENT NO. 19

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:

FUNTIONAL AREA	INCREASE	DECREASE
Other Financing Uses	27,000	-
TOTAL	27,000	-

SECTION 2. To provide the revenue for the above, Contingency funds will be used as follows:

FUNTIONAL AREA	INCREASE	DECREASE
Contingency	-	27,000
TOTAL	-	27,000

SECTION 3. To amend the General Capital Projects Fund the expenditures are to be changed as follows:

FUNTIONAL AREA	INCREASE	DECREASE
General Capital Projects	27,000	-
TOTAL	27,000	-

SECTION 4. To provide the revenue for the above, the revenues are to be changed as follows:

FUNTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	27,000	-
TOTAL	27,000	-

SECTION 5. 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.

2. 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

**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

Alderman Seaver advised that he was still looking for people to serve on the Pubic Art Commission and Recycling Advisory Board for Ward 3.

Alderman Tarlton asked Parks and Recreation Director Mack McLeod how long the At-Large Minority position had been vacant on the Parks and Recreation Commission.

Parks and Recreation Director Mack McLeod advised over a year.

Alderman Tarlton commented that needed to be filled as well.

3. 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

Alderman Seaver commented that citizens still had time to go vote.

XIV. There being no further business, the meeting adjourned at 7:20 p.m.

\_\_\_\_\_  
Alderman Zagaroli

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

March 21, 2016

A Special Joint Meeting of the City Council of the City of Hickory and Catawba County Board of Commissioners was held in the Sipe Board Room at Catawba Valley Community College on Monday, March 21, 2016 at 5:00 p.m., with the following members present:

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

A quorum was present.

Catawba County Board of Commissioners Present: Chair Randy Isenhower, Vice-Chair Barbara Beatty, Kitty Barnes, Dan Hunsucker, and Sherry Butler.

Also present were: City Manager Mick Berry, Assistant City Manager Rodney Miller, City Attorney John W. Crone, III, and City Clerk Debbie D. Miller

City Staff Present: Communication Specialist Policy Analyst Sarah Prencipe, and Communications Marketing Manager Dana Kaminske

Catawba County Staff Present: Economic Development Corporation President Scott Millar, County Attorney Debra Bechtel, County Manager Tom Lundy, Assistant County Manager Dewey Harris, Assistant County Manager, Mary Furtado, Public Information Officer Dave Hardin, and County Clerk Barbara Morris

- I. Mayor Pro Tempore called the meeting to order. All Council members were present with the arrival of Mayor Wright at 5:17 p.m.
- II. Discussion of Park 1764.

Catawba County and the City of Hickory have been jointly developing an approximate 170 acre business park on Startown Road for potential users of an upper scale, high-tech manufacturing/technology Park. This proposal requests funding for the development of entrances, berms, landscaping, and other features which will help position the property as an upper-end park in order to help set the stage for the right users at a more developed pricing position.

The expenditures suggested within this request will include:

- Develop a signature entrance along Startown Road as envisioned during the initial planning and rezoning discussion
- Relocate the entrance southward to facilitate the entry between the two tallest silos
- Build landscaped berms, fencing, and signage at the entrance
- Construct the protective landscaping and berms northward along Startown Road as well as on the Robinwood Road side of the property

The City's portion of Park 1764 costs are as follows:

- Road and Infrastructure improvements of \$366,435 and Sewer improvements of \$180,950 for Park 1764, totaling \$547,385.

Staff recommends City Council approve a budget amendment of \$366,435 from Capital Reserve and \$180,950 from the Water and Sewer Fund (total of \$547,385) for the City's share of expenses for Park 1764.

Economic Development Corporation President Scott Millar presented a PowerPoint presentation. He discussed the expansion of Park 1764. Park 1764 contains approximately 170 acres off of Startown Road and is to be developed into a Class "A" Business Park with limited uses. He advised there would be nice landscaping, berming, a featured walking trail, and the potential of a community garden. He referred to the adjacent property owned by Sarstedt and advised they have talked to them about Park 1764 having the same type of landscaping and fencing as their property. He advised initially they had anticipated spending \$1.8 million dollars to bring the property into a marketing position. Those initial discussions included wastewater and storm water improvements.

Mr. Millar discussed the entry into the property from Startown Road which would be located between two silos and contain signage and landscaping. He advised that they would only go into the park about 300 feet. They would also do landscaping and berming on the Robinwood Road side of the property. He commented that in the event the project failed, the landowners would make the decision to have the berming, landscaping, and fencing removed or left in place, however, the option is for six more years. He advised that the cost would include some demolition of existing structures, building the berms and the materials. They have decided not to build an accel/decel lane on Startown Road at this time as there may or may not be a need for one, dependent on the end user. The approximate cost for the entry roadway construction would be \$310,000, \$360,000 for sewer line installation, and \$365,000 for a storm water retention basin. They would wait to put the basin in place as well dependent upon the end user. He advised that they were requesting \$1,094,770 from the County and the City, or a 50/50 share of \$547,385 from each entity.

Alderman Guess asked if there had been any opposition to the berms.

March 3, 2016

Mr. Millar advised that there had been some concerns from the landowners located on the north and northwest of the property. They could possibly replace the berming with a double windscreen of trees.

Alderman Guess asked about the condition of the silos.

Mr. Millar advised they had not had a structural engineer look at those yet. Right now they are okay, but they would do more testing. It could be a long-term liability.

County Commissioner Hunsucker questioned the size of the silos. He commented that acid can deteriorate the bottoms of those silos. He wouldn't spend \$50,000 to keep them.

Alderman Tarlton asked how much they were marketing it for.

Mr. Millar advised \$60,000 to \$65,000 per acre for a premier park.

Alderman Lail expressed concerns about losing visual impact with the berms at the main entrance on Startown Road.

Mr. Millar advised that it was protection for the neighbors.

Mayor Wright, arrived at 5:17 p.m.

Discussion continued about the entrance from Startown Road and the location of the property line.

County Commissioner Chair Randy Isenhower asked if there would be landscaping other than the berms.

Mr. Millar advised on all the berms on the northeast and northwest corner. He advised from Lampert Street north it is currently open.

County Commissioner Kitty Barnes mentioned the Gaston Park near Gaston College which initially was a concept similar to this one. He had taken them 20 years to establish it and the acreages sales were not as high level as what they were discussing for Park 1764.

Mr. Millar advised Gastonia Technology Park, a prime power park, \$40,000 to \$50,000 per acre and they had spent \$5 million dollars in grading.

County Commissioner Barnes advised that they had an impressive entry.

County Commissioner Hunsucker questioned the life span of the fencing.

Mr. Millar advised that it was low maintenance vinyl fencing.

Discussion ensued regarding the consideration of an irrigation system to water the plants and trees that would be installed.

Alderman Seaver asked if there had been any interest in the park yet.

Mr. Millar commented that it is hard to see in raw form.

Alderman Tarlton asked how about the number of parcels.

Mr. Millar advised seven with five different landowners, the Lutz family.

Alderman Tarlton asked how long the option was for.

Mr. Millar advised it was a seven year option and we are a year into it. The option price was \$22,000 to \$25,000 per acre. Once the property is purchased they can do whatever they want to do with the silos to minimize interference on the short term.

County Commissioner Hunsucker commented that the barn needed to be taken down, it is an eye-sore. He asked if they landowner would keep it bush-hogged.

Mr. Millar advised the landowner's would like to sell it as soon as possible, they are still using the property.

Alderman Lail moved, seconded by Alderwoman Patton approval of the plan as presented.

City Manager Mick Berry interjected that Council would also need to include in the motion the approval of the budget amendment for the City's one half share of the expenditures; \$180,950 from the Water and Sewer fund and \$366,435 from Capital Reserve for a total of \$547,305.

Alderman Lail conceded to the addition of the budget amendment to the motion. The motion carried unanimously.

ORDINANCE NO. 16-13  
BUDGET ORDINANCE AMENDMENT NO. 20

BE IT ORDAINED by the Governing Board of the City of Hickory that, pursuant to Section 15 of Chapter 159 of the General Statutes of North Carolina, the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2016 and to the Business Park 1764 Capital Project Ordinance.

SECTION 1. To amend the Water & Sewer Fund the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Uses	180,950	-
TOTAL	180,950	-

SECTION 2. To provide the revenue for the above, funds will be used as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	180,950	-
TOTAL	180,950	-

SECTION 3. To amend the Business Park 1764 project within the General Capital Projects Fund the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Projects	547,385	-
TOTAL	547,385	-

SECTION 4. To provide the revenue for the above, the revenues are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	547,385	-
TOTAL	547,385	-

SECTION 5. 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.

County Commissioner Chair Isenhower advised utilizing County funds in the amount of \$366,435, from the economic development reserve and \$180,950 in water and sewer project.

County Commissioner Barnes moved to utilize those funds from each of those items. The motion carried unanimously.

III. There being no further business, the meeting adjourned at 5:35 p.m.

\_\_\_\_\_  
Mayor

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



## PROCLAMATION

### Arbor Day Proclamation

- Whereas,** in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and
- Whereas,** the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and
- Whereas,** Arbor Day is now observed throughout the nation and the world; and
- Whereas,** trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and
- Whereas,** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and
- Whereas,** trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and
- Whereas,** trees, wherever they are planted, are a source of joy and spiritual renewal,
- NOW, THEREFORE, I Rudy Wright, Mayor of the City of Hickory,** on behalf of Hickory City Council, do hereby proclaim April 23, 2016 as

### Arbor Day

in the City of Hickory, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and further, I urge all citizens to plant and care for trees to gladden the heart and promote the well being of this and future generations.

Proclaimed this, the 5<sup>th</sup> day of April, 2016.

A handwritten signature in blue ink that reads "Rudy Wright".

Rudy Wright, Mayor



## PROCLAMATION

### Lineman Appreciation Day

**Whereas,** linemen are often first responders during storms and other catastrophic events, working to make the scene safe for other public safety heroes; and

**Whereas,** linemen work with thousands of volts of electricity high atop power lines 24 hours a day, 365 days a year, to keep electricity flowing; and

**Whereas,** linemen must often work under dangerous conditions, far from their families, to construct and maintain the energy infrastructure of the United States; and

**Whereas,** linemen put their lives on the line every day, with little recognition from the community regarding the danger of their work.

**NOW, THEREFORE, I Rudy Wright, Mayor of the City of Hickory,** on behalf of Hickory City Council, do hereby proclaim April 18, 2016 as

### Lineman Appreciation Day

in the City of Hickory in honor of the linemen of Duke Energy whose dedication keep energy flowing and lights glowing for our City's citizens.

Proclaimed this, the 5<sup>th</sup> day of April, 2016.

A handwritten signature in black ink that reads "Rudy Wright".

Rudy Wright, Mayor



Life. Well Crafted.

## PROCLAMATION

- Whereas: **children are vital to our city's future success, prosperity, and quality of life as well as being our most vulnerable assets; and**
- Whereas: all children deserve to have safe, stable, nurturing, and healthy homes and communities that foster their well-being; and
- Whereas: child abuse and neglect is a public responsibility affecting both the current and future quality of life of a city; and
- Whereas: parents need support and resources to cope with stress and nurture their children to grow to their full potential; and
- Whereas: effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community;

NOW, THEREFORE, I, RUDY WRIGHT, MAYOR OF THE CITY OF HICKORY, NORTH CAROLINA, ON BEHALF OF HICKORY CITY COUNCIL, DO HEREBY PROCLAIM THE MONTH OF APRIL 2016 AS

### **CHILD ABUSE PREVENTION MONTH**

In the City of Hickory and call upon all citizens to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the community in which we live.

Dated this 1<sup>st</sup> day of April, 2016.

Rudy Wright, Mayor



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: DOWNTOWN HICKORY SHUCK & PEEL PARTY  
 Applicant Name & Title: Connie Kincaid, HDDA Executive Director  
 Organization: Hickory Downtown Development Association  
 Mailing (Billing) Address: PO Box 9086  
 City / State / Zip: Hickory, NC 28603  
 Daytime Phone: 828-322-1121 Cell: 828-781-1121 Email: info@downtownhickory.com  
 Description of the Event: Oyster & Shrimp Roast featuring seafood, beach music, and craft beer.

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

<b>Event Address:</b> Union Square	
<b>Date of Event:</b> Saturday, November 12, 2016	
<b>Event Start Time:</b> 12:00 pm	<b>Event End Time:</b> 7:00pm
<b>Road Closure Begins (if applicable):</b> Sat, Nov 12, 6am <b>Road Closure Ends (if applicable):</b> Sat, Nov 12, 11pm	
<b>Set-Up Begins:</b> Sat, Nov 12, 6am	<b>Clean-Up Ends:</b> Sat, Nov 12, 11pm
<b>Preferred Date &amp; Time of Inspection:</b> Saturday, Nov 12, 11:00am	
<b>Estimated Attendance:</b> 1000	
<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> Volunteer committee selects sponsors/vendors, entertainers, and participants	

**APPLICANT'S SIGNATURE** Connie Kincaid **DATE:** 1-15-2016

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

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

---

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

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

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

**POWER SOURCES**

Will you use electric generators?  Yes  No

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

Provide contact information for contractor supplying generator power:

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

---

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

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

Provide contact information for person responsible for setup of power:

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

**VOICE/MUSIC AMPLICATION**

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

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

Type(s) of music: Beach 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: 12:00pm Finish time: 7:00pm

**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? The Best of Beers and Olde Hickory Brewery

Times for alcohol to be served: 12:00pm - 6:30pm

Locations within event site where alcohol will be served: The entire event site. See attached site plan

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)
Event sponsors will be offered a space to set-up information		

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
HDDA will contract with a	Steamer	Steamed Oysters
food catering business to prepare	Steamer	Steamed Shrimp
the food to be sold at the	Deep Fryer	Oysters & Shrimp
non-profit fundraiser		

*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
10-12	6:00am	Set-Up Begins	
10-12	11:00am	Fire Inspection	
10-12	12:00pm	Event begins	
10-12	7:00pm	Event ends	
10-12	7:00pm	Clean-Up begins	
10-12	11:00pm	Clean-Up ends	



**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

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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.)

### ADDITIONAL GUIDELINES AND REQUIREMENTS

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

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

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

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

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

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

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

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

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

## ATTACHMENTS CHECKLIST

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

**All Events:**

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

**All Public Property Events:**

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

**-Public Property Event at a Public Park:**

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

**-Public Property Event at the Airport:**

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

**-Waiver Request**

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

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

**USE OF UNION SQUARE AND OTHER PUBLIC PLACES**

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

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

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

Hickory Downtown Development Association

**NAME OF NON-PROFIT ORGANIZATION**

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

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

**LIST ORGANIZATIONS OFFICERS:**

Darrell Rogers, President

828-322-1121

TELEPHONE

Gavin Mitchell, President-Elect

828-322-1121

TELEPHONE

Cheryl Sherrill, Secretary-Treasurer

828-322-1121

TELEPHONE

**CHAIRPERSON OF THE SPECIAL EVENT:**

Connie Kincaid, HDDA Executive Director

828-322-1121

NAME

TELEPHONE

HDDA, PO Box 9086, Hickory, NC 28603

ADDRESS

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

1-14-2016

Date

*Darrell Rogers*

President

Hickory Downtown Development Association

Non-Profit Organization

Approved by:

*Charles DeWitt*

CITY MANAGER - ASSISTANT

3/15/16

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 Downtown Development Association** \_\_\_\_\_, a non-profit organization with its principal place of operation being Catawba County, North Carolina, Applicant:

**WITNESSETH:**

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

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

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

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

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

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

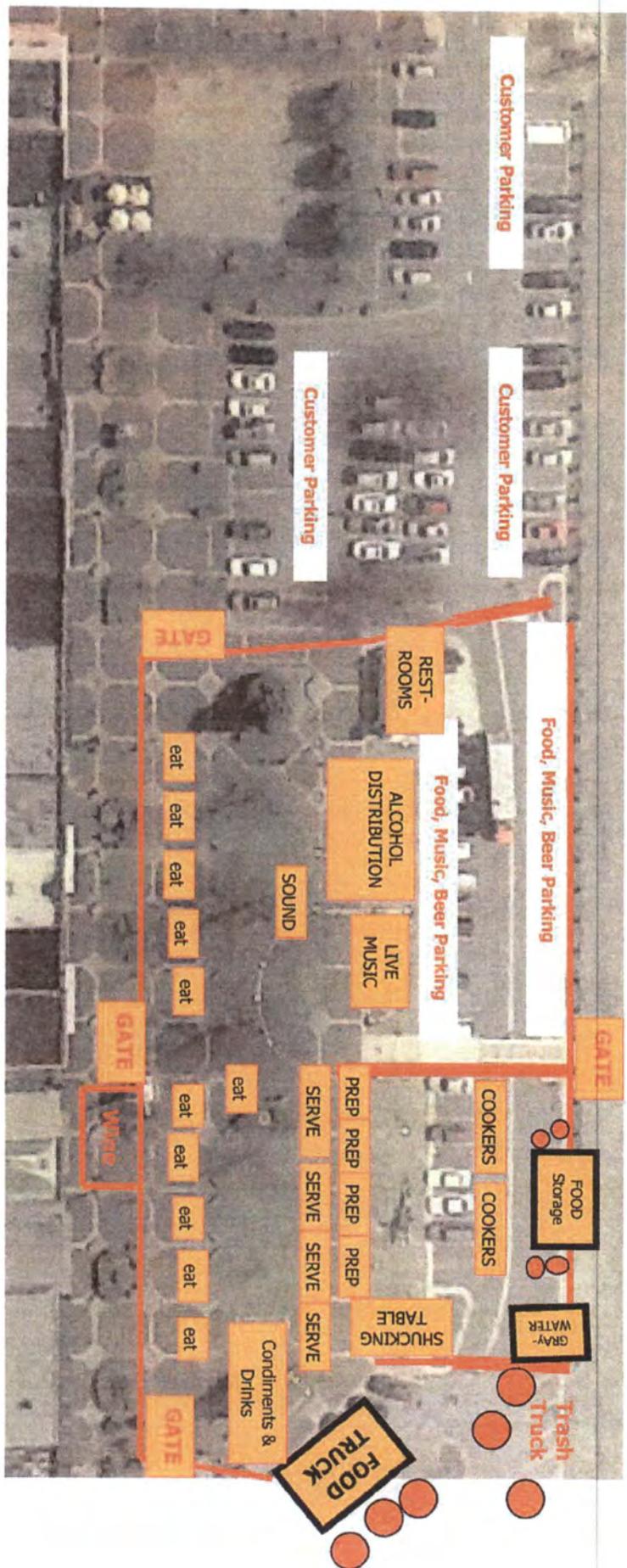
This the 14<sup>th</sup> day of JANUARY, 20 16.

Demell Reger  
President

CA McIncaid

**DOWNTOWN SHUCK & PEEL PARTY  
SATURDAY, NOVEMBER 12, 2016  
1PM—6PM  
UNION SQUARE  
HICKORY, NORTH CAROLINA**

- **NO PETS**
- **NO COOLERS**
- **NO UNATTENDED CHILDREN**





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: A HICKORY HOLIDAY!  
 Applicant Name & Title: Connie Kincaid, HDDA Executive Director  
 Organization: Hickory Downtown Development Association  
 Mailing (Billing) Address: PO Box 9086  
 City / State / Zip: Hickory, NC 28603  
 Daytime Phone: 828-322-1121 Cell: 828-781-1121 Email: info@downtownhickory.com  
 Description of the Event: Holiday activities to support and encourage downtown retailers to remain open after 5pm.  
Activities include free wagon rides, musicians, caroling, shopping, and Santa & Mrs. Claus.  
 Does the event have a Twitter, Facebook or other social networking page? website  
 If yes, please list URL(s): www.downtownhickory.com/events/hickoryholiday

Event Address: <u>Union Square</u>	
Date of Event: <u>Thursday, December 15, 2016</u>	
Event Start Time: <u>5:30 pm</u>	Event End Time: <u>7:30pm</u>
Road Closure Begins (if applicable): <u>NA</u>	Road Closure Ends (if applicable): <u>NA</u>
Set-Up Begins: <u>Thursday, 12-15-16, 3:00pm</u>	Clean-Up Ends: <u>Thursday, 12-15-16, 8:00pm</u>
Preferred Date & Time of Inspection: <u>Thursday, 12-15-16, 4:30pm</u>	
Estimated Attendance: <u>1000</u>	
The Event is: <u>Private (by invitation only)</u> or <input checked="" type="checkbox"/> <u>Open to General Public</u>	
Describe the procedures to be used for selecting participants and vendors for this event: <u>Volunteer committee selects sponsors/vendors, entertainers, and participants</u>	

APPLICANT'S SIGNATURE *CKincaid* DATE: 1-15-2016

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) \_\_\_\_\_ (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 APPLICATION**

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: Holiday / Christmas 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: 5:30pm Finish time: 7:30pm

**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)
NA		

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

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

**VENDORS**

Does the event include food vendors?  Yes  No

If the event will have food vendors, please check the following that apply:  
 Served  Sold  Free  Catered  Prepared Outdoors  
*An applicant having any food service must contact the Catawba County Health Department at (828) 465-8270 for approval of any food preparation or service.*

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

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

VENDOR	COOKING METHOD	FOOD ITEM

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

**EVENT SCHEDULE**

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

DATE	TIME	ACTION	ADDITIONAL NOTES
12-15	3:00pm	Set-Up Begins	
12-15	4:00pm	Fire Inspection	
12-15	5:30pm	Event begins	
12-15	7:30pm	Event ends	
12-15	7:30pm	Clean-Up begins	
12-15	10:00pm	Clean-Up ends	

**CITY SERVICES**

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

**TRASH AND RECYCLING PLAN**

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

How many trash bins are you requesting for trash? 0  
 How many recycling bins are you requesting for recycling? 0

Delivery Location? \_\_\_\_\_

Date and Time for trash or recycling bins to be emptied/picked up? \_\_\_\_\_

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

**PUBLIC PROPERTY CLEAN-UP**

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

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

If needed, please list preferred Date & Time for clean-up staff arrival: \_\_\_\_\_

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

- Water Service
- Wastewater Service
- Portable Toilet Service
- Public Restrooms

**SAFETY AND SECURITY (CHECK TYPES OF SECURITY USED)**

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

Dates & Times security will be on site: None requested

Security provided by: \_\_\_\_\_ Number of Security Personnel: \_\_\_\_\_

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

## SITE PLAN

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/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.)
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- Half Marathon 1** (13.1 miles)
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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.

Hickory Downtown Development Association

**NAME OF NON-PROFIT ORGANIZATION**

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

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

**LIST ORGANIZATIONS OFFICERS:**

Darrell Rogers, President

828-322-1121

**TELEPHONE**

Gavin Mitchell, President-Elect

828-322-1121

**TELEPHONE**

Cheryl Sherrill, Secretary-Treasurer

828-322-1121

**TELEPHONE**

**CHAIRPERSON OF THE SPECIAL EVENT:**

Connie Kincaid, HDDA Executive Director

828-322-1121

**NAME**

**TELEPHONE**

HDDA, PO Box 9086, Hickory, NC 28603

**ADDRESS**

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

1-14-2016  
Date

Darrell Rogers  
President  
Hickory Downtown Development Association  
Non-Profit Organization

Approved by:

[Signature]  
CITY MANAGER - ASSISTANT

3/15/16  
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 Downtown Development Association**, a non-profit organization with its principal place of operation being Catawba County, North Carolina, Applicant:

**WITNESSETH:**

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

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

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

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

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

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

This the 14<sup>th</sup> day of JANUARY, 20 16.

Donnell Rogers  
President

Alincoid

**DOWNTOWN HICKORY HOLIDAY!**  
**THURSDAY—December 15, 2016**  
**5:30PM—7:30PM**

**UNION SQUARE SITE PLAN**



**COUNCIL AGENDA MEMOS****To: City Manager's Office****From: Chuck Hansen, Public Services Director****Contact Person: Andrew S. Ballentine, Solid Waste Manager****Date: March 9, 2016****Re: Tandem Axle Road Tractor with Glider Kit****REQUEST :**

Staff requests acceptance of the bid and award of this 2017 Freightliner Tandem Axle Road Tractor with Glider Kit Purchase as proposed by West Carolina Freightliner, LLC in Connelly Springs, NC in the amount of \$118,089.00 which includes the additional cost of the required wet kit to run the hydraulics of the compaction trailers.

**BACKGROUND :**

The Solid Waste Department – Bulk Division (5482) operates various types of equipment in the collection and managing commercial waste disposal. 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.

**ANALYSIS :**

This 2017 Tandem Axle Road Tractor with Glider Kit purchase is budgeted this Fiscal Year in the Bulk Division (5482) Capital Budget. Specifications were prepared by Solid Waste Dept. and Fleet staff. The proposed truck is a 2017 Freightliner Road Tractor meeting all specification as developed with a factory remanufactured engine and transmission from a pre-2007 model. The engine and transmission are completely remanufactured and rebuilt by the factory for as new conditions and has a new warranty as a new vehicle would. This remanufactured engine and transmission represents a savings to the Department. We are expecting an overall savings of \$16,400.00 for the life of the vehicle. It will produce savings in labor and lost production time when the vehicle has to go through a periodic regeneration process which can take nearly an hour to complete and burns additional fuel while running during this process. This type of vehicle has been purchased in prior years by the City.

**RECOMMENDATION :**

Staff recommends acceptance of the bid and award of this Freightliner Tandem Axle Road Tractor with Glider Kit Purchase as proposed by West Carolina Freightliner, LLC in Connelly Springs, NC in the amount of \$118,089.00. After research and inquiring with several different companies it was determined that only West Carolina Freightliner, LLC can provide the materials and/or services required by Solid Waste Dept. (5482) for this purchase. In accordance with North Carolina G.S. 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.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

Chuck Hansen 3/15/16  
Initiating Department Head Date

A. Dula \_\_\_\_\_  
Deputy City Attorney, A. Dula Date

Rodney Miller 3/29/16  
Asst. City Manager Rodney Miller Date

A. Surratt 3/29/16  
Asst. City Manager, A. Surratt Date

Melissa Miller 3-30-16  
Finance Officer, Melissa Miller Date

Bo Weichel 3-30-16  
Purchasing Manager, Bo Weichel 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

**Prepared for:**  
Andrew Ballentine  
City of Hickory  
PO BOX 398  
Hickory , NC 28603  
Phone: 828-323-7439

Exhibit VIII.F.

**Prepared by:**  
Josh Asher  
WEST CAROLINA  
FREIGHTLINER  
3682 CURLEYS FISH CAMP RD  
CONNELLY SPRINGS, NC  
28612  
Phone: 828-322-8620

*A proposal for*  
**City of Hickory**

*Prepared by*  
**WEST CAROLINA FREIGHTLINER**  
*Josh Asher*

*Feb 18, 2016*

**Freightliner CL120G**



Components shown may not reflect all spec'd options and are not to scale

Application Version 8.9.003  
Data Version PRL-14P.006  
City of Hickory Solid Waste Tractor  
revi...



02/18/2016 8:25 AM

Page 1 of 17

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## S P E C I F I C A T I O N   P R O P O S A L

Data Code	Description	Weight Front	Weight Rear	Retail Price
<b>Price Level</b>				
PRL-14P	COLUMBIA GLIDER PRL-14P			STD
<b>Data Version</b>				
DRL-006	SPECPRO21 DATA RELEASE VER 006			STD
<b>Vehicle Configuration</b>				
001-916	COLUMBIA CL120 CONVENTIONAL CHASSIS GLIDER	7,685	6,625	\$56,846.00
004-217	2017 MODEL YEAR SPECIFIED			N/C
002-002	SET BACK AXLE - TRACTOR	20		STD
003-001	LH PRIMARY STEERING LOCATION			STD
<b>General Service</b>				
AA1-001	TRACTOR/TRAILER CONFIGURATION			STD
AA6-002	DOMICILED, USA 49 STATES (WITHOUT CALIFORNIA)			STD
A85-005	LINEHAUL/LONG HAUL SERVICE			STD
A84-1GF	GENERAL FREIGHT BUSINESS SEGMENT			STD
AA4-001	GENERAL FREIGHT COMMODITY			STD
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD
AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD
995-1AE	FREIGHTLINER LEVEL II WARRANTY			N/C
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs			
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs			
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 66000.0 lbs			
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs			



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Data Code	Description	Weight Front	Weight Rear	Retail Price
<b>Tractor Service</b>				
AA2-001	VAN TRAILER			STD
AH6-001	SINGLE (1) TRAILER			STD
<b>Engine</b>				
101-8E7	PREP KIT: DDC 60-12.7L 360-600 HP SERIES ELEC 98 EPA			STD
<b>Electronic Parameters</b>				
EE1-998	IDLE TIMER SHUTDOWN ENABLE - NONE			N/C
EG1-001	VSS ENABLE - Y			N/C
EMF-998	NONE			N/C
<b>Engine Equipment</b>				
164-201	DDC 50/55/60 DDEC4 J1939/1922/1587 PRE-EGR ENGINE CONTROL UNIT			N/C
99C-098	1998 EPA/CARB EMISSION CERTIFICATION			STD
99D-998	NO ENGINE DESIGN LEVEL OR AUXILIARY EMISSION CERTIFICATION			STD
105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
133-998	NO VALVE COVER OPTION			STD
014-031	LOWER WINDSHIELD AIR INTAKE WITH DONALDSON AIR CLEANER MOUNTED IN ENGINE COMPARTMENT			STD
124-811	PREP KIT: DR 12V 22-SI QUADRAMOUNT PAD ALTERNATOR			STD
292-800	PROV FOR (4) GRP 31 CUSTOMER FURNISHED THREADED STUD BATTERIES			N/C
290-1CE	BATTERY BOX WITH ALUMINUM COVER MOUNTED LONG SIDE TO RAIL, CAB WIDTH	-20	20	STD
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB			STD
291-001	FRAME GROUND RETURN FOR BATTERY CABLES	-10		STD
289-012	NON-POLISHED DIAMOND PLATE BATTERY BOX COVER			STD
293-001	BATTERY SHUTOFF SWITCH AT BATTERY BOX	2		STD
150-021	DDC ELECTRONIC ENGINE CONTROLS			STD
180-806	CUSTOMER FURNISHED EATON FULLER 15-1/2" CLUTCH			STD
183-998	NO CLUTCH BRAKE			STD
181-998	NO CLUTCH RELEASE BEARING LUBE			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
182-002	MECHANICAL CLUTCH CONTROL			STD
18B-998	NO MINIMUM CLUTCH TORQUE RATING REQUEST			STD
107-806	PROVISION FOR C/F BW 16.5 CFM COMPRESSOR			STD
108-002	STANDARD AIR COMPRESSOR GOVERNOR			STD
131-002	TEFLON COMPRESSOR DISCHARGE LINE			STD
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
128-003	WIRING AND SWITCHES ONLY FOR ENGINE COMPRESSION BRAKE RETARDER			\$69.00
016-030	CAB/FRAME MOUNTED VERTICAL, SINGLE EXHAUST			STD
28F-998	ENGINE AFTERTREATMENT DEVICE, NO AFTERTREATMENT WIRING			STD
239-038	11 FOOT 06 INCH (138 INCH+0/-5 INCH) EXHAUST SYSTEM HEIGHT			STD
237-050	VERTICAL TAILPIPE(S) RH SIDE (SINGLE EXHAUST) OR RH AND LH SIDES (DUAL EXHAUST)			STD
23Z-998	NO DIESEL EXHAUST FLUID TANK COVER			STD
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)			STD
273-801	CUST FURN AIR ACTUATED ENGINE FAN			STD
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			STD
110-998	NO FUEL FILTER			STD
118-998	NO FULL FLOW OIL FILTER			STD
266-028	1200 SQUARE INCH ALUMINUM RADIATOR	-20		STD
103-998	NO ENGINE COOLANT SYSTEM			STD
171-003	RUBBER COOLANT HOSES			STD
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
270-010	RADIATOR DRAINCOCK			STD
361-998	NO REAR ENGINE PTO			STD
138-005	PHILLIPS-TEMRO 1500 WATT/115 VOLT BLOCK HEATER	4		\$100.00
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR			N/C
134-998	NO FLYWHEEL HOUSING			STD
155-800	PREP KIT: 12V STARTER W/O OCP			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
109-002	FLYWHEEL HOUSING REAR ENGINE SUPPORT			STD
<b>Transmission</b>				
342-8F9	PREP KIT: EATON FULLER RT/RTO/RTX 8 SPEED LL SERIES TRANSMISSIONS			N/C
<b>Transmission Equipment</b>				
352-998	NO AUXILIARY TRANSMISSION			STD
353-998	NO WIRING-VEHICLE INTERFACE			STD
347-801	PREP FOR CUSTOMER FURNISHED ALUMINUM CLUTCH HOUSING			STD
371-998	NO AUX TRANS/TRANSFER CASE MTD POWER TAKEOFF			STD
341-998	NO MAGNETIC PLUGS-AXLE/ENG/TRANS			STD
345-001	PAINTED SHIFT LEVER, SOLID LINKAGE			STD
34V-998	NO TRANSMISSION CONTROL UNIT			STD
370-002	AIR TO OIL TRANSMISSION COOLER			\$171.00
344-998	NO MAIN TRANSMISSION SUPPORT			STD
346-998	NO TRANSMISSION OIL CHECK AND FILL			STD
373-998	NO TRANSFER CASE			STD
376-998	NO SHIFT CONTROL, TRANSFER CASE			STD
35T-998	NO LUBE - TRANSMISSION			STD
<b>Front Axle and Equipment</b>				
400-005	FL-941 20,000# FL1 SINGLE FRONT AXLE	200		\$2,221.00
389-998	NO FRONT AXLE DRIVESHAFT			STD
402-013	MERITOR 16.5X6 Q+ CAST SPIDER HEAVY DUTY CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			\$52.00
403-002	NON-ASBESTOS FRONT BRAKE LINING			STD
419-015	MERITOR CAST IRON FRONT BRAKE DRUMS			(\$18.00)
409-021	SKF SCOTSEAL PLUS XL FRONT OIL SEALS			STD
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD
404-074	HALDEX LONGSTROKE FRONT BRAKE CHAMBERS			STD
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS			STD
406-001	STANDARD KING PIN BUSHINGS			STD
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130		N/C



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Data Code	Description	Weight Front	Weight Rear	Retail Price
539-003	POWER STEERING PUMP			STD
534-003	4 QUART POWER STEERING RESERVOIR	5		N/C
533-001	OIL/AIR POWER STEERING COOLER	5		N/C
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE			STD
<b>Front Suspension</b>				
620-025	20,000# TAPERLEAF FRONT SUSPENSION	140		\$1,229.00
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION			(\$411.00)
410-001	FRONT SHOCK ABSORBERS	30		STD
<b>Rear Axle and Equipment</b>				
420-9A7	REMAN MERITOR RT-46-160 46,000# R-SRS TANDEM REAR AXLE			\$21,764.00
421-391	3.91 REAR AXLE RATIO			N/C
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
385-001	DRIVELINE SUPPORT BRACKET - GLIDER			STD
386-802	CUSTOMER FURNISHED AND INSTALLED 1810/18T/18N SERIES DRIVELINES			N/C
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES			N/C
382-998	NO (#1) DRIVELINE			STD
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		40	\$1,337.00
878-022	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AXLE VALVE AND (1) REAR-REAR AXLE VALVE			\$68.00
87A-005	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH			N/C
87B-008	INDICATOR LIGHT FOR EACH DRIVER CONTROLLED TRACTION DEVICE SWITCH			N/C
423-085	MERITOR 16.5X8.62 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		40	\$200.00
N 433-043	2011-FMVSS 121 REAR BRAKE LININGS			N/C
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)			N/C
451-015	MERITOR CAST IRON REAR BRAKE DRUMS		20	N/C
440-001	SKF SCOTSEAL CLASSIC REAR OIL SEALS			N/C
426-075	HALDEX GOLDSEAL LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS		20	N/C

Application Version 8.9.003  
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Exhibit VIII.F.

Prepared by:  
 Josh Asher  
 WEST CAROLINA  
 FREIGHTLINER  
 3682 CURLEYS FISH CAMP RD  
 CONNELLY SPRINGS, NC  
 28612  
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Data Code	Description	Weight Front	Weight Rear	Retail Price
428-008	GUNITE AUTOMATIC REAR SLACK ADJUSTERS			\$16.00
876-998	NO AIR PP/ELECT AXLE SHIFT,CAB			STD
87C-998	NO DRIVE/SHIFT AXLE WIRING/LOGIC			STD
898-998	NO AIR PP/ELECT-AXLE SHIFT,CHAS			STD
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE			\$166.00
<b>Rear Suspension</b>				
622-286	TUFTRAC 46,000# REAR SPRING SUSPENSION		480	\$3,443.00
621-055	TUFTRAC STANDARD RIDE HEIGHT			N/C
431-003	AXLE CLAMPING GROUP			N/C
624-028	56" AXLE SPACING			N/C
87D-998	NO REAR AIR SUSPENSION VALVE WIRING/ LOGIC			STD
623-006	FORE/AFT AND TRANSVERSE CONTROL RODS			N/C
630-998	NO REAR SUSPENSION STABILIZER			STD
439-002	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM)		40	N/C
<b>Brake System</b>				
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL			STD
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD
904-001	FIBER BRAID PARKING BRAKE HOSE			STD
412-001	STANDARD BRAKE SYSTEM VALVES			STD
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			STD
413-002	STD U.S. FRONT BRAKE VALVE			STD
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			STD
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20		STD
479-998	NO AIR DRYER MOUNTING/LOCATION			STD
460-001	STEEL AIR BRAKE RESERVOIRS			STD
46A-998	NO AIR TANK-AUXILIARY			STD
477-011	PETCOCK DRAIN VALVES ON ALL AIR TANK(S)			STD
<b>Trailer Connections</b>				
481-003	12 FOOT STRAIGHT TRAILER AIR HOSE	10		STD
476-013	HASP, HOOK AND SPRING FOR TRAILER LINES	-2		STD
484-006	COMBINATION DUMMY GLAD HANDS AND LIGHT PLUG HOLDER			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, CENTER PIN POWERED THROUGH IGNITION			STD
297-026	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED LOWER CENTER BACK OF CAB			STD
310-002	12 FOOT DETACHABLE STRAIGHT PRIMARY TRAILER ELECTRICAL CABLE WITH SAE J560 CONNECTOR	10		STD
<b>Wheelbase &amp; Frame</b>				
545-502	5025MM (198 INCH) WHEELBASE			N/C
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	360	50	\$705.00
547-001	1/4 INCH (6MM) C-CHANNEL INNER FRAME REINFORCEMENT	260	340	\$998.00
548-998	NO OUTER FRAME REINFORCEMENT			STD
552-012	1450MM (57 INCH) REAR FRAME OVERHANG			STD
55W-005	FRAME OVERHANG RANGE: 51 INCH TO 60 INCH			STD
549-998	NO FRONT FRAME EXTENSION			STD
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 123.59 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 110.31 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 300.67			
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 83.57 in			
FSS-0LH	FRAME SPACE LH SIDE : 78.44 in			N/C
FSS-0RH	FRAME SPACE RH SIDE : 51.8 in			N/C
553-002	FLANGED TAPERED END OF FRAME			STD
550-001	FRONT CLOSING CROSSMEMBER			STD
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER			STD
572-020	INVERTED U TRACTOR CROSSMEMBER			STD
565-008	HEAVY DUTY SUSPENSION CENTER C-CHANNEL CROSSMEMBER, BOLTED CONSTRUCTION, FORWARD MOUNTED CROSSMEMBER		20	\$90.00
568-001	STANDARD WEIGHT REAR SUSPENSION CROSSMEMBER			STD

**Chassis Equipment**

674-001	LH BACK OF CAB ACCESS			STD
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Data Code	Description	Weight Front	Weight Rear	Retail Price
592-058	49 INCH (1225MM) DECK PLATE FLUSH MOUNTED BETWEEN RAILS	5	5	\$177.00
556-079	SOLID DARK GRAY AERODYNAMIC BUMPER			STD
557-001	CENTER STEP RECESSED IN BUMPER			STD
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15		\$110.00
574-007	BUMPER MOUNTING FOR (3) LICENSE PLATES			STD
585-042	BETTS B-25 PAINTED MUDFLAP BRACKETS		15	STD
590-001	BLACK MUDFLAPS		15	STD
586-015	FRONT ANTI-SPRAY CAB MOUNTED MUDFLAPS			STD
551-002	HUCK-SPIN ROUND COLLAR CHASSIS FASTENERS			STD
583-057	STAINLESS STEEL QUARTER FENDERS WITHOUT LOGO		40	\$216.00
602-998	NO TOOL/STORAGE BOX #1	-40	-40	STD
603-998	NO TOOL/STORAGE BOX #2			STD
606-998	NO TRUCK BODY			STD
<b>Fifth Wheel</b>				
578-1U6	JOST JSK36 SERIES 24.0 INCH AIR SLIDE FIFTH WHEEL WITH LIGHTWEIGHT TOP PLATE - 2 INCH SLIDE INCREMENTS		10	STD
577-457	FIFTH WHEEL 457MM (18.0 INCHES) AHEAD OF SUSPENSION CENTERLINE			N/C
582-014	197MM (7.75 INCH) FIFTH WHEEL HEIGHT			STD
570-001	OUTBOARD ANGLE - FIFTH WHEEL MOUNTING			STD
890-001	DASH MOUNTED CONTROL VALVE AND PLUMBING FOR FIFTH WHEEL	10		STD
579-005	LH FIFTH WHEEL RELEASE			STD
<b>Fuel Tanks</b>				
206-152	70 GALLON/264 LITER ALUMINUM FUEL TANK - RH	-10	-5	(\$266.00)
204-998	NO LH FUEL TANK	-10	-15	STD
230-998	NO BETWEEN RAIL FUEL TANK			STD
218-001	23 INCH DIAMETER FUEL TANK(S)			STD
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STD
212-007	FUEL TANK(S) FORWARD	60	-60	STD
664-001	PLAIN STEP FINISH			STD
205-001	FUEL TANK CAP(S)			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
122-998	NO FUEL/WATER SEPARATOR	-15		STD
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
202-003	REINFORCED NYLON FUEL HOSE			STD
221-001	FUEL COOLER	10		STD
<b>Tires</b>				
093-2CC	MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES	100		\$954.00
094-0DH	MICHELIN XDE M/S 11R22.5 14 PLY RADIAL REAR TIRES		56	(\$120.00)
517-998	NO CUSTOMER FURNISHED REAR TIRES			N/C
510-998	NO SPARE TIRE			STD
529-998	TIRE QTY - PUSHER AXLE: 0			STD
530-998	TIRE QTY - TAG AXLE: 0			STD
<b>Hubs</b>				
418-054	CONMET PRESET PLUS ALUMINUM FRONT HUBS			\$306.00
450-015	MERITOR IRON REAR HUBS		60	\$231.00
<b>Wheels</b>				
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	50		\$270.00
505-1F2	22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS		-80	N/C
511-998	NO SPARE WHEEL			STD
51A-998	NO ADDITIONAL SPARE WHEEL			STD
52L-998	NO POLISH/BRIGHT, SPARE WHEEL			STD
496-011	FRONT WHEEL MOUNTING NUTS			STD
497-011	REAR WHEEL MOUNTING NUTS			N/C
<b>Cab Exterior</b>				
829-008	120 INCH CONVENTIONAL CAB			STD
650-008	AIR CAB MOUNTS			STD
754-001	2 INCH FENDER EXTENSIONS	10		\$183.00
678-003	LH AND RH INTERIOR GRAB HANDLES			STD
646-010	CHROME GRILLE WITH INTEGRAL SURROUND			STD
644-033	SHEET MOLDED COMPOUND HOOD			STD
690-010	ENGINE COMPARTMENT PREMIUM NOISE ABATEMENT AND INSULATION			STD
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED	4		STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
726-001	SINGLE ELECTRIC HORN			STD
728-001	SINGLE HORN SHIELD			STD
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME			STD
575-001	REAR LICENSE PLATE MOUNT END OF FRAME			STD
312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL			STD
302-005	AERODYNAMIC MARKER LIGHTS - SMALL			STD
315-036	4 INCH ROUND CLEAR FOG LIGHTS RECESSED IN BUMPER	6		\$95.00
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		-2	STD
300-015	STANDARD FRONT TURN SIGNAL LAMPS			STD
318-998	NO UTILITY/ADVERTISING LIGHT	-3		STD
744-1BY	DUAL UNPAINTED HEATED AERODYNAMIC MIRRORS WITH INTEGRAL CONVEX AND DUAL AXIS LH AND RH REMOTE			\$46.00
797-001	DOOR MOUNTED MIRRORS			STD
796-001	102 INCH EQUIPMENT WIDTH			STD
743-209	LH AND RH CONVEX MIRRORS INTEGRAL WITH PRIMARY MIRRORS			STD
74A-001	RH DOWN VIEW MIRROR			STD
74B-998	NO AUXILIARY MIRROR	-8		STD
729-001	STANDARD SIDE/REAR REFLECTORS			STD
73A-002	REAR REFLECTIVE DEVICE			STD
776-998	NO SLEEPER VENT	-10		STD
768-032	20X36 INCH TINTED REAR WINDOW	10		\$21.00
661-006	TINTED DOOR GLASS			STD
654-011	RH AND LH ELECTRIC POWERED WINDOWS	4		STD
769-998	NO LOWER RH DOOR WINDOW			STD
663-014	2-PIECE TINTED CURVED BONDED WINDSHIELD			STD
659-007	8 LITER WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR			STD

### Cab Interior

707-1AK	OPAL GRAY VINYL INTERIOR			STD
70K-001	CLASSIC SLATE GRAY HARD TRIM			STD
706-047	LH DOOR TRIM WITH ADDITIONAL ARCTIC SEAL PACKAGE			STD
708-047	RH DOOR TRIM WITH ADDITIONAL ARCTIC SEAL PACKAGE			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
772-022	CAB BLACK FLOOR MATS WITH PREMIUM NOISE ABATEMENT AND INSULATION			STD
785-007	DASH MOUNTED ASH TRAY AND LIGHTER, DRIVER SIDE			STD
691-001	FORWARD ROOF MOUNTED CONSOLE			STD
694-002	FORWARD WASTE BIN MOUNTED BENEATH THE DASH			STD
693-025	LH AND RH DOOR MAP POCKETS			STD
741-019	COAT HOOK(S) IN CAB			STD
745-998	NO UPPER BUNK	-50	-50	STD
742-007	(2) CUP HOLDERS LH AND RH DASH			STD
680-007	GRAY/CHARCOAL WING DASH			STD
720-001	2-1/2 LB. FIRE EXTINGUISHER MOUNTED OUTBOARD OF DRIVER SEAT	5		\$44.00
700-014	HEATER, DEFROSTER AND AIR CONDITIONER WITH CONSTANT OUTLET TEMPERATURE CONTROL			STD
701-002	HVAC DUCTING WITH MAIN FRESH AIR FILTER			STD
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			STD
69M-998	NO PARKED HVAC UNIT			STD
170-015	STANDARD HEATER PLUMBING			STD
130-003	SANDEN COMPACT AIR CONDITIONER COMPRESSOR			STD
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER			STD
702-005	R-134A REFRIGERANT PREP, GLIDERS/SLSCABS			STD
739-023	CAB PREMIUM NOISE ABATEMENT AND INSULATION			STD
285-003	CIRCUIT FUSES			STD
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM			STD
324-048	DOOR ACTIVATED DOME/RED MAP LIGHTS, OVER EACH DOOR			STD
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS			STD
756-233	BOSTROM HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 4 CHAMBER AIR LUMBAR			STD
760-097	BOSTROM HIGH BACK NON SUSPENSION PASSENGER SEAT WITH ERGONOMIC CUSHION			STD
757-001	BLACK SUSPENSION COVER FOR AIR DRIVER SEAT	1		\$79.00



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Data Code	Description	Weight Front	Weight Rear	Retail Price
759-005	DUAL DRIVER AND PASSENGER SEAT ARMRESTS	8		\$138.00
758-036	VINYL WITH VINYL INSERT DRIVER SEAT			STD
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT			STD
763-011	3 POINT ADJUSTABLE D-RING RETRACTOR DRIVER AND PASSENGER SEAT BELTS			STD
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10		STD
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL			STD
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD

### Instruments & Controls

870-001	BLACK GAUGE BEZELS			STD
732-014	THUNDER GRAY DRIVER INSTRUMENT PANEL			STD
734-008	THUNDER GRAY CENTER INSTRUMENT PANEL			STD
486-001	LOW AIR PRESSURE LIGHT AND BUZZER			STD
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES			STD
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS			STD
721-001	97 DB BACKUP ALARM		2	\$54.00
149-017	ELECTRONIC CRUISE CONTROL WITH SWITCHES ON AUXILIARY GAUGE PANEL (B DASH PANEL)			STD
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STD
811-024	ICU4 1X7 ODOMETER DISPLAY WITH DIAGNOSTICS, 16 WARNING LAMPS AND DATA LINKED			\$524.00
160-013	DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN, SAE J1587/1708/1939, LOCATED OUTBOARD LH SEAT			STD
844-001	2 INCH ELECTRIC FUEL GAUGE			STD
845-998	NO FUEL FLOW GAUGE			STD
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE			STD
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			N/C
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
679-001	OVERHEAD INSTRUMENT PANEL			STD
746-1B0	AM/FM/WB RADIO WITH CD PLAYER, BLUETOOTH AND MICROPHONE, USB, FRONT AND REAR AUXILIARY INPUTS AND J1939	10		\$554.00
747-001	DASH MOUNTED RADIO			N/C
750-002	(2) RADIO SPEAKERS IN CAB			N/C
748-002	POWER AND GROUND STUDS ON TOP OF DASH			\$48.00
749-006	TOP OF DASH MOUNT CB RADIO PROVISION WITH PLATE AND STRAPS	2		\$71.00
752-018	MULTI-BAND AM/FM/WB/CB DUAL MIRROR MOUNTED ANTENNA SYSTEM	4		STD
78C-998	NO DIGITAL SATELLITE AUDIO RECEIVER ANTENNA			STD
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			STD
812-001	ELECTRONIC 3000 RPM TACHOMETER			STD
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP			STD
482-001	BW TRACTOR PROTECTION VALVE			STD
883-001	TRAILER HAND CONTROL BRAKE VALVE			STD
836-001	2 INCH VOLTMETER			N/C
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY			STD
304-003	MARKER LIGHT/HEADLIGHT SWITCH WITH SEPARATE INTERRUPTER FOR CLEARANCE LIGHTS			STD
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR			STD
299-005	GROTE TURN SIGNAL SWITCH WITH DIMMER			STD
298-045	12 BULB 25 AMP HEAVY DUTY ELECTRONIC FLASHER			STD
<b>Design</b>				
065-000	PAINT: ONE SOLID COLOR			STD
<b>Color</b>				
980-3F0	CAB COLOR A: N0303EA WHITE ELITE SS			STD
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			N/C



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Data Code	Description	Weight Front	Weight Rear	Retail Price
<b>Certification / Compliance</b>				
996-001	U.S. FMVSS CERTIFICATION			STD
<b>Secondary Factory Options</b>				
999-998	NONE			STD
<b>Sales Programs</b>				
RAK-998	NO NET/NET ADJUSTMENT			N/C

**TOTAL VEHICLE SUMMARY**

**Adjusted List Price**

Adjusted List Price \*\*      \$92,781.00

**Weight Summary**

	Weight Front	Weight Rear	Total Weight
Factory Weight <sup>+</sup>	9007 lbs	7646 lbs	16653 lbs
<b>Total Weight<sup>+</sup></b>	<b>9007 lbs</b>	<b>7646 lbs</b>	<b>16653 lbs</b>

**ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE**

**Other Factory Charges**

RAL-17A	MY17 ESCALATOR FOR GLIDERS - \$750	\$750.00
PW5-002	ROL GLIDER - PREP KIT DD60 PRICE ADJUSTMENT - \$500	(\$500.00)
P73-2FT	STANDARD DESTINATION CHARGE	\$2,300.00



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(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(\*\*) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.



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## Q U O T A T I O N

### COLUMBIA CL120 CONVENTIONAL CHASSIS GLIDER

SET BACK AXLE - TRACTOR	5025MM (198 INCH) WHEELBASE
PREP KIT: DDC 60-12.7L 360-600 HP SERIES ELEC 98 EPA	JOST JSK36 SERIES 24.0 INCH AIR SLIDE FIFTH WHEEL WITH LIGHTWEIGHT TOP PLATE - 2 INCH SLIDE INCREMENTS
PREP KIT: EATON FULLER RT/RTO/RTX 8 SPEED LL SERIES TRANSMISSIONS	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
REMAN MERITOR RT-46-160 46,000# R-SRS TANDEM REAR AXLE	1450MM (57 INCH) REAR FRAME OVERHANG
TUFTRAC 46,000# REAR SPRING SUSPENSION	1/4 INCH (6MM) C-CHANNEL INNER FRAME REINFORCEMENT
FL-941 20,000# FL1 SINGLE FRONT AXLE	NO OUTER FRAME REINFORCEMENT
20,000# TAPERLEAF FRONT SUSPENSION	
120 INCH CONVENTIONAL CAB	

		PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	118,089	\$ 118,089
EXTENDED WARRANTY		\$	0	\$ 0
DEALER INSTALLED OPTIONS		\$	0	\$ 0
<b>CUSTOMER PRICE BEFORE TAX</b>		<b>\$</b>	<b>118,089</b>	<b>\$ 118,089</b>

### TAXES AND FEES

TAXES AND FEES	\$	0	\$	0
OTHER CHARGES	\$	0	\$	0

### TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$	(0)
<b>BALANCE DUE</b>	<b>(LOCAL CURRENCY) \$</b>	<b>118,089</b>	<b>\$</b>	<b>118,089</b>

COMMENTS: Projected delivery on \_\_\_ / \_\_\_ / \_\_\_ provided the order is received before \_\_\_ / \_\_\_ / \_\_\_.

APPROVAL: Please indicate your acceptance of this quotation by signing below: Customer:

X \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_.

**Daimler Truck Financial**

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at [Information@dtfoffers.com](mailto:Information@dtfoffers.com).

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at [www.daimler-truckfinancial.com](http://www.daimler-truckfinancial.com).



Project Title:

**TANDEM AXLE ROAD TRACTOR GLIDER KIT**

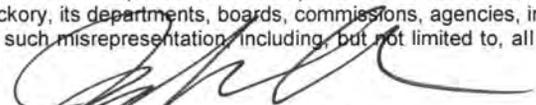
Vendor Name: <i>West Carolina Freightliner</i>	Point of Contact: <i>Josh Asher</i>
Mailing Address: <i>3682 Curleys Fish Camp Road</i>	
City: <i>Connelllys Springs, NC</i>	State: <i>NC</i>
Zip: <i>28612</i>	Area Code and Phone Number: <i>828-322-8620</i>
Email Address: <i>Jasher@westcarolinafreightliner.com</i>	
Federal Employer Identification Number or Social Security Number: <i>47-1139671</i>	

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

**AFFIDAVIT:**

STATE OF North Carolina COUNTY OF Burke, of lawful age, being first duly sworn, on oath says that:

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

  
SIGNATURE OF AUTHORIZED AGENT

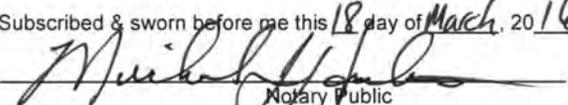
Josh Asher / Sales  
PRINT/TYPE NAME/TITLE

FIRM: West Carolina Freightliner

ADDRESS: 3682 Curleys Fish Camp Rd  
(City, State, Zip)  
Connelllys Springs, NC 28612

PHONE: 828-322-8620

Subscribed & sworn before me this 18 day of March, 2016

  
Notary Public

My Commission Expires: 5-20-2018



Project Title:

**TANDEM AXLE ROAD TRACTOR GLIDER KIT**

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**GENERAL CONDITIONS**

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1. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED.** Do not use white out, correction tape or some other method of masking a correction.
2. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID," and explain the reason in the space provided thereon. Failure to respond three (3) times in succession may be cause for removal of the supplier's name from the bid mailing list, without further notice. NOTE: To qualify as having responded, bidder/vendor must submit either a bid or a written "NO BID," and it must be received no later than the stated bid opening date and hour.
3. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/vendor is responsible for making this known in writing so as to reach the Purchasing Agent no later than seven (7) calendar days prior to the bid opening date. The envelope shall be marked in such a way so as to alert the Purchasing Agent of the urgency of the communication. The envelope must be marked indicating that the content is a challenge to a specified Invitation to Bid. For all challenges considered valid by the Purchasing Agent, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/objections not considered valid will be so stated to the objecting party.
4. **AWARDS:**
  - a. As the best interest of the City may require, the right is reserved to:
    1. Award by individual item or project, group of items or projects, all or none, or a combination thereof.
    2. Award based upon a geographical district basis with one or more vendors.
    3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
  - b. Bidders/Vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by the City and appropriate documents executed. The City of Hickory reserves the right to add or delete any item from this contract when deemed to be in the best interests of the City.
5. **ACCEPTANCE OF CONTRACT:** This document constitutes only the Bidder/Vendor's offer until it is accepted on behalf of the City of Hickory and is executed by the Mayor or Manager and City Clerk on behalf of the City of Hickory.
6. **WAIVER:** The City of Hickory reserves the right to waive any general provisions, special provision or minor specification deviation when considered to be in the best interest of the City.
7. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the Bidder/Vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of any deviation from the specification may cause the bid to be rejected at the discretion of the City.

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8. **MISTAKES:** Bidders/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at Bidder/Vendor's risk.
9. **INFORMATION:** The Bidder/Vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the Bidder/Vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.
10. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The Bidder/Vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The Bidder/Vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the bid form.
11. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the City. Each individual sample must be labeled with Bidder/Vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. **Samples will not be returned.**
12. **TESTING:** When testing is required to determine if a sample or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the Vendor, both on samples and delivered products.
13. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories or by the City. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with North Carolina Statutes. Items delivered not conforming to specifications will be rejected and returned to the Bidder/Vendor at the Bidder/Vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the City of Hickory Purchasing Bidder/Vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.
14. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
15. **INSPECTION, ACCEPTANCE, AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. "Destination" shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the Bidder/Vendor until accepted by the ordering agency. The Bidder/Vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering department will:
  - a. Record any evidence of visible damage on all copies of the delivering carrier's bill of lading.
  - b. Report damage (whether visible or concealed) to the carrier and Bidder/Vendor, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.

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- c. Retain the item and its shipping container, including inner packaging material, until inspection is performed by the carrier, and disposition given by the Bidder/Vendor, or for a reasonable time after notification to the Bidder/Vendor.
  - d. Provide the Bidder/Vendor with a copy of the carrier's bill of lading and damage inspection report.
16. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all work performed pursuant to this Agreement shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
17. **SERVICE AND WARRANTY:** Unless otherwise specified, the Bidder/Vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance of this contract by the City, Bidder/Vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be of good material and workmanship and free from defects.
18. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting Bidder/Vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, Bidder/Vendor upon notice thereof from the City shall promptly correct or replace the same at Bidder/Vendor's expense. If Bidder/Vendor shall fail to do so, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the Bidder/Vendor, all such goods will be held at Bidder/Vendor's risk. The City may, and at the Bidder/Vendor's direction shall, return such goods to Bidder/Vendor at Bidder/Vendor's risk, and all transportation charges, both to and from original destination, shall be paid by Bidder/Vendor. Any payment for such goods shall be refunded by Bidder/Vendor unless Bidder/Vendor promptly corrects or replaces the same at its expense.
19. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all municipal departments, boards, commissions, agencies and institutions.
20. **LIABILITY:** The Bidder/Vendor shall hold and save the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the Bidder/Vendor's breach of this contract or the Bidder/Vendor's negligence.
21. **INDEPENDENT CONTRACTOR:** The parties agree that Bidder/Vendor and each subcontractor is acting in the capacity of an independent contractor with respect to the City of Hickory, and shall not at any time be or represent itself as an agent or employee of the City of Hickory.
22. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be F.O.B. Hickory, North Carolina at the indicated department's address and include packing, handling and shipping charges fully prepaid by the Vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.
23. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/Vendors are to accept only those purchase orders issued by the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, prepared on Finance Department forms, unless instructed otherwise in the Invitation to Bid or executed Contract Agreement.
24. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business MAY NOT be passed on to the City of Hickory, its departments, boards, commissions, agencies,

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institutions, and all employees, nor may the Bidder/Vendor withdraw or cancel the contract, or any part of the contract for these reasons. Bidders/Vendors may only cancel the contract pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the Bidder/Vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon the "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.

25. **SUMMARY OF TOTAL SALES:** The Bidder/Vendor agrees to furnish the City of Hickory Purchasing Division a summary of sales, including total dollar amount made under the contract at the end of each quarter; or as stipulated in the attached special conditions.
26. **PAYMENT:**
- a. **INVOICING:** The Bidder/Vendor shall be paid within a reasonable time after submission of proper certified invoices to the City at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay or processing invoices for payment. The company or corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing, and receive payment. If the Bidder/Vendor wishes to ship or service from a point other than the home office, he will furnish a list of these locations. **HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM, NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.**
  - b. **REQUIREMENTS ONLY PURCHASES:** The proposed contract shall be for the quantities actually ordered during the life of the contract only. **UNLESS OTHERWISE SPECIFIED, ALL CONTRACTS ARE REQUIREMENTS-TYPE CONTRACTS,** meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown at the unit price stated in the bid.
  - c. **DISCOUNTS:** Bidders/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidders/Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
  - d. **UNIFORM COMMERCIAL CODE:** All provisions of the Uniform Commercial Code shall be adhered to.
27. **EXTENSION:** At the end of the contract period, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the City and the Bidder/Vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.
28. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Hickory Charter and City Code. All Bidders/Vendors must disclose with the bid, the name of any officer, director or agent who is also an employee of the City of Hickory or any of its agencies or subdivisions. Further, all Bidders/Vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder/Vendor's firm or any of its branches.

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29. **PATENTS AND ROYALTIES:** The Bidder/Vendor, without exception, shall indemnify and save harmless the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the City of Hickory. If the Bidder/Vendor uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost rising from the use of such design, device or materials in any way involved in the work.
30. **RELEASE OF PATENTS AND COPYRIGHTS:** The Contractor will relinquish ownership and exclusive rights to the Department of Housing and Urban Development and the City of Hickory for any patents and/or copyrights for any process, discovery, or invention which arise or is developed in the course of this contract.
31. **FACILITIES AND EQUIPMENT:** The City reserves the right to inspect the Bidder/Vendor's facilities or equipment at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the Bidder/Vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the Bidder/Vendor, or if a receiver is appointed for the Bidder/Vendor, the City shall have the right to terminate this contract upon written notice to the Bidder/Vendor without prejudice to any claim for damages or any other right of the City under this contract to the time of such termination.
33. **ASSIGNMENT:** This contract shall not be assigned by the Bidder/Vendor without written consent of the City.
34. **ACCESS TO RECORDS:** The Bidder/vendor agrees to provide upon request audit materials to an auditor designated by the City. In addition, the Bidder/Vendor will retain all records pertaining to this contract for a period of three (3) years after final payment and all other pending matters are closed.
35. **INSURANCE:** If insurance is required in the specifications to this Agreement, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City showing the City as an additional insured thereunder without cost to the City of Hickory prior to the awarding of the contract:
  - a. **General Liability:** The Bidder/Vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by state law. In addition, the Bidder/Vendor shall have, during the term of the contract, insurance in the minimum amount of one hundred thousand dollars (\$100,000.00) property damages, arising from a single occurrence, one million dollars (\$1,000,000.00) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000.00) for any number of claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the Bidder/Vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
  - b. **Automobile Liability:** The Bidder/Vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in Subparagraph a. of this section. In addition, the Bidder/Vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the Bidder/Vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the Bidder/Vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.

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- c. **Worker's Compensation:** The Bidder/Vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of North Carolina to protect it and the City against liability under the workers' compensation and occupational disease statutes of the State of North Carolina. A current certificate showing that the Bidder/Vendor has in force and effect the aforesaid insurance of a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City.
36. **TIME OF ESSENCE:** Unless otherwise stated, time shall be considered of the essence to this contract. Bidder/Vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery. This includes without limitations: strikes, lockouts, inability to obtaining material, lack of shipping space, breakdowns, delays of carriers or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivisions thereof; unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the Bidder/Vendor prior to submission of the bid and the City Council's acceptance.
37. **LIQUIDATED DAMAGES:** If the Contractor shall neglect, fail, or refuse to complete the work within the time herein specified, then the Contractor does hereby agree, as a part of the consideration for the awarding of this contract to pay to the City the sum of \$0.00 per day, not as a penalty, but as compensation to the City for delays, damages, and additional expenses for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work. The said amount is fixed and agreed upon by and between the Contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain.  
It is further agreed that time is of the essence to each and every portion of this contract and to the specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where, under the contract, any additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be the essence of this contract.
38. **BONDS:** Bidder's bonds and Performance bonds, if required, are set forth in the specifications attached hereto. If bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:
- a. **Bidder's bonds:** If required as a part of the specifications of this contract, bids filed with the Purchasing Agent must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount stated made payable to the City of Hickory. This amount will be retained by the City as damages in the event the successful Bidder/Vendor fails to comply with the terms of this Agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All deposits and bonds will be returned to the unsuccessful Bidders/Vendors within a reasonable time after the contract has been awarded, and to the successful Bidder/Vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.
- b. **Performance Bonds:** If a Performance Bond is required under the specifications of this agreement, the successful Bidder/Vendor must, prior to the award of the Contract, post the bond, certified check or cashier's check in the amount stated made payable to the City of Hickory. The Bidder's Bond posted will be returned to the successful Bidder/Vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the Bidder/Vendor. The Performance Bond will be released or returned to the Bidder/Vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.
39. **DISCRIMINATION:** Bidder/Vendor agrees, in connection with the performance of work under this contract, as follows:
- a. Bidder/Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation or affectation, national origin, ancestry, or physical or mental

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impairment. The Bidder/Vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, sexual orientation or affection, national origin, ancestry or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bidder/Vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.

- b. The Bidder/Vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
  - c. In the event of the Bidder/Vendor's non-compliance with the above non-discrimination clause, this contract may be terminated by the City. The Bidder/Vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the Bidder/Vendor.
40. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful Bidder/Vendor as a result of this bid. It shall be the Bidder/Vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid that will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the Bidder/Vendor.
41. **ANTI-KICKBACK PROVISIONS:** Contractor shall comply with the applicable regulations (herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so called "Anti-Kickback Act" of June 13, 1934) 48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirement thereof.
42. **CONTRACT WORK HOURS AND SAFETY STANDARDS:** Overtime Compensation Required by Contract Work Hours and Safety Standards Act (76 Stat. 357-360; Title 40 U.S.C., Sections 327-332).
- a. **Overtime Requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, which he has employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week.
  - b. **Violation/Liability for Unpaid Wages Liquidated Damages:** In the event of any violation of the clause set forth in Paragraph (1) of this section, the contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States or other appropriate governing or regulatory body for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in Paragraph (1), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in Paragraph (1).
  - c. **Withholding for Liquidated Damages:** The Owner shall withhold or cause to be withheld, from any monies payment on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided in the clause set forth in Paragraph (2) of this Section.

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- d. **Subcontracts:** The contractor shall insert in any subcontracts the clauses set forth in Paragraphs (1), (2) and (3) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts, which may be entered into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
  - e. **Questions Concerning Certain Federal Statutes and Regulations:** All questions arising under this contract which related to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said acts, or (d) the labor standards provisions of any other pertinent federal statute shall be referred through the Owner and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this contract.
43. **REPORTING REQUIREMENTS:** The Contractor will provide such reports as required for submission to the Department of Housing and Urban Development pertaining to racial, gender, age and ethnic status of its employees for carrying out the work under this contract.
44. **ADVERTISING:** In submitting a proposal, Bidder/Vendor agrees not to use the results therefrom as a part of any commercial advertising.
45. **TERMINATION FOR CONVENIENCE OF THE CITY:**
- a. The performance of work and/or delivery of ordered materials, supplies, equipment and/or services under this contract may be terminated by the City, in whole or in part, whenever it is determined to be in the best interest of the City.
  - b. Any such termination shall be effected by the delivery to the Bidder/Vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment and/or services are terminated, and the date upon which such termination becomes effective.
  - c. After receipt of a notice of termination, the Bidder/Vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the Notice of Termination.
46. **VENUE:** This contract shall be governed by the laws of the State of North Carolina.
47. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. This Agreement may not be modified except in writing signed by both parties.
48. **DELIVERY OF NOTICES:** Any notices required or permitted by this Agreement will be considered sufficient if hand delivered or sent by certified mail to the party entitled to receive the notice at the address of that party set forth above. If a notice is sent by certified mail, it shall be deemed to have been given on the second business day after it is deposited in the United States mail, whether actually received by the addressee on that date or not.
49. **SEVERABILITY:** If any provision under this Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement or its application that can be given effect without the invalid provision or application.
50. **PARTIAL PAYMENTS:** Partial payments will be made once each month as the work progresses. Said payments will be based upon estimates prepared by the Contractor and approved by the Engineer for the value of the work performed and materials complete in place in accordance with the Contract, plans, and

Project Title:

**TANDEM AXLE ROAD TRACTOR GLIDER KIT**

specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with this contract.

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

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

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

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

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

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

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

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

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

Project Title:

TANDEM AXLE ROAD TRACTOR GLIDER KIT

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*SPECIAL CONDITIONS*

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



**CITY of HICKORY  
Contract Terms**

*Project Title:*

**TANDEM AXLE ROAD TRACTOR GLIDER KIT**

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

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

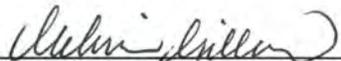
(SEAL)

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

**Attest:**

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

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

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

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

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

3

**COUNCIL AGENDA MEMOS**

**To: City Manager's Office**  
**From: Police Department/Chief Tom Adkins**  
**Contact Person: Chief Tom Adkins**  
**Date: March 17, 2016**  
**Re: Request to Award Service Weapon and Badge to Retiring MPO Mike Beach**

**REQUEST:** Hickory Police Department requests City Council to award retiring Master Police Officer (MPO) Mike Beach his service weapon (Glock Model 19-Serial # UVZ991) and badge upon his retirement May 1, 2016.

**BACKGROUND:** MPO Mike Beach will retire from the City of Hickory Police Department May 1, 2016, after completing 30 years of qualifying service to the citizens of Hickory.

**ANALYSIS:** By authority of NC General Statutes, City Council may award the service weapon and police badge to MPO Mike Beach upon his retirement from Hickory Police Department. Upon approval from City Council, the police badge and service weapon will be declared surplus and removed from the city's fixed asset inventory.

**RECOMMENDATION:** Staff would recommend approval of awarding his service weapon and police badge to MPO Mike Beach upon his retirement from Hickory Police Department.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

  
Tom Adkins

Initiating Department Head

3/17/16

Date

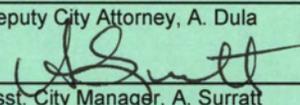
Deputy City Attorney, A. Dula

Date

  
Asst. City Manager, Rodney Miller

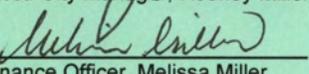
3/29/16

Date

  
Asst. City Manager, A. Surratt

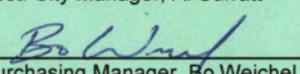
3/30/16

Date

  
Finance Officer, Melissa Miller

3-30-16

Date

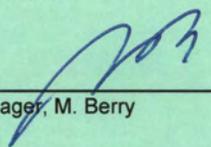
  
Purchasing Manager, Bo Weichel

3-30-16

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: Terry Clark, Airport Director**  
**Contact Person: Terry Clark**  
**Date: March 8, 2016**  
**Re: Acceptance of 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**

**REQUEST**

Request City Council to accept Grant 36244.33.13.1 awarded by the NC Department of Transportation – Division of Aviation (NCDOT-DOA) in the amount of \$90,000 for future land acquisition and obstruction removal at the Hickory Regional Airport.

**BACKGROUND**

On November 5, 2013 City Council approved the Hickory Regional Airport's Transportation Improvement Program Submittal for FY2015-2021 to the 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 was needed and obstructions removed to allow for a safe glide path for a 600 foot extension of Runway 6.

The NCDOT by letter dated February 22, 2016 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.

**ANALYSIS**

This grant will assist in the continuation of the airfield improvement program as recommended by the Airport's Task Force. The Hickory Regional Airport currently sits on approximately 1300 acres in Catawba and Burke counties. Land acquisition is an important part to the future of the airport's growth and continued economic vitality.

**RECOMMENDATION**

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





PAT McCrory  
Governor

NICHOLAS J. TENNYSON  
Secretary

February 22, 2016

The Honorable Rudy Wright  
Mayor  
City of Hickory  
P.O. Box 398  
Hickory, NC 28603

**RE: LETTER OF INTENT: PROPERTY ACQUISITION**

Dear Mayor Wright:

Congratulations. On behalf of Governor Pat McCrory, Transportation Secretary Nicholas Tennyson, and the NC Board of Transportation, this Letter of Intent serves as official notification that funds are reserved for Hickory Regional Airport, Project Request No. 2737.

The Division of Aviation has programmed \$90,000 in funds for State Fiscal Years (FY) 2016/17 based on estimated costs of property and/or easements. The Division intends to execute a grant in the near future, after a standard appraisal process is conducted, approved, and costs are refined.

The specific work elements and funding intention is noted below:

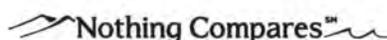
Award ID	Description	State Funds	Local Funds
36244.33.13.1	Approach Land Acquisition/ Obstruction Removal	\$90,000	\$10,000

At this juncture, the Division of Aviation requests that you submit pertinent start-up documentation within 60 days. Please visit the NCDOT Connect website listed below, and click on “Next Steps – Initial Instructions,” which will walk you through the process from this letter until grant execution.

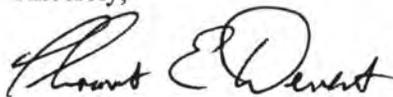
<https://connect.ncdot.gov/municipalities/State-Airport-Aid/Pages/default.aspx>

The NCDOT Division of Aviation requires effective airport planning and management for all projects, to ensure that funds are expended in a timely manner. Funds will be reserved for four years; however, earlier delivery is expected in accordance with a detailed project schedule. Should an Airport encounter reasonable delays, then the Division of Aviation has the ability to assist by reprogramming your funds for a later year, and then divert the freed-up monies to another project that is ready to expend those funds.

The NCDOT-Division of Aviation appreciates your commitment and contribution to our state aviation system and we are excited to partner with you on this project.



Sincerely,



FOR

Bobby L. Walston, P.E.  
Director of Aviation

BLW/vh

cc: Governor Pat McCrory  
Nicholas J. Tennyson, Secretary NCDOT  
Keith Weatherly, Deputy Secretary for Transit  
Richard Burr, United States Senate  
Thom Tillis, United States Senate  
Patrick McHenry, United States Congress  
Lou Wetmore, BOT Representative  
John D. Lennon, BOT At-Large Member  
✓ Terrell S. Clark, Airport Director

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**COUNCIL AGENDA MEMOS**

Exhibit VIII.I.

**To: City Manager's Office**  
**From: Melissa Miller, Finance Officer**  
**Contact Person: Melissa Miller**  
**Date: March 22, 2016**  
**Re: Reappointment of City of Hickory Tax Collector**

**REQUEST**

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.

**BACKGROUND**

The City of Hickory is currently responsible for printing, mailing, collecting, answering taxpayer inquiries, advertisement, and enforcing collections procedures for the City of Hickory locations within Burke and Caldwell counties. Catawba County remains responsible for printing, mailing, collecting, answering taxpayer inquiries, advertisement, and enforcing collections procedures for the City of Hickory locations within the Catawba County taxing district.

**ANALYSIS**

In order to comply with Chapter 105 of the North Carolina General Statutes, which is commonly known as the Machinery Act, the City should appoint a designated Tax Collector for the municipality to cover the additional tax duties at the City level. The City appointment will have no impact on the current Catawba County Tax Collector designation for all other City of Hickory taxes.

**RECOMMENDATION**

Staff recommends approval to reappoint Sandy Jones as City of Hickory Tax Collector for an additional two year term. Since her initial appointment as Tax Collector in 2014, she has completed the educational requirements set forth in General Statute 105-349 of the Machinery Act to complete the North Carolina Tax Certification program and joined the NC Tax Collectors' Association. This certification requires ten hours of continuing education credits annually to retain the certification.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

Melissa Miller      3-22-16  
 Initiating Department Head      Date

Rodney Miller      3-29-16  
 Asst. City Manager Rodney Miller      Date

Melissa Miller      3-22-16  
 Finance Officer, Melissa Miller      Date

\_\_\_\_\_  
 Deputy City Attorney, A. Dula      \_\_\_\_\_  
 Date

A. Surratt      3/30/16  
 Asst. City Manager, A. Surratt      Date

Bo Weichel      3-30-16  
 Purchasing Manager, Bo Weichel      Date

Recommended for approval and placement on April 5, 2016 Council agenda (as Consent, Public Hearing, Informational, Department Report, etc).

M. Berry  
 City Manager, M. Berry

\_\_\_\_\_  
 Date

7

**COUNCIL AGENDA MEMOS**

**To: City Manager's Office**  
**From: Melissa Miller, Finance Officer**  
**Contact Person: Melissa Miller, Finance Officer**  
**Date: March 22, 2016**  
**Re: Approval of Auditing Contract with Martin Starnes & Associates**

**REQUEST**

Staff requests approval to accept a three-year renewal contract for auditing services with Martin Starnes & Associates.

**BACKGROUND**

Martin Starnes & Associates was established in 1987 and has continued to grow with offices in Hickory and Taylorsville. Their Hickory office offers a convenient location for City of Hickory staff to work with MSA accounting personnel. Martin Starnes & Associates sponsors a variety of North Carolina Government Finance Officer events throughout the state and has become a leader in their work with local governments.

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.

**ANALYSIS**

The North Carolina Local Government Commission (LGC) 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 throughout the local government community.

**RECOMMENDATION**

Staff recommends approval to accept the auditing contract with Martin Starnes & Associates.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

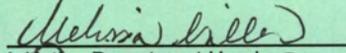
Yes

No

**LIST THE EXPENDITURE CODE:**

**010-4400-513.46-02**

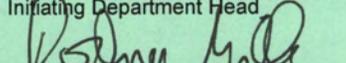
**Reviewed by:**

  
\_\_\_\_\_  
Initiating Department Head

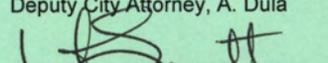
3-22-16  
Date

\_\_\_\_\_  
Deputy City Attorney, A. Dula

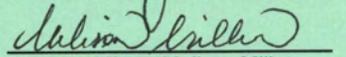
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Date

  
\_\_\_\_\_  
Asst. City Manager Rodney Miller

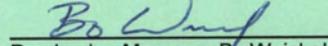
3-29-16  
Date

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

3/30/16  
Date

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

3-22-16  
Date

  
\_\_\_\_\_  
Purchasing Manager, Bo Weichel

3-30-16  
Date

**Recommended for approval and placement on April 5, 2016 Council agenda (as Consent, Public Hearing, Informational, Department Report, etc).**

  
\_\_\_\_\_  
City Manager, M. Berry

\_\_\_\_\_  
Date

# MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

*"A Professional Association of Certified Public Accountants and Management Consultants"*

March 14, 2016

City of Hickory  
Attn: Melissa Miller  
PO Box 398  
Hickory, NC 28603

Dear Ms. Miller,

It has been a pleasure to provide audit services to the City of Hickory for the past several years. We are looking forward to a continued relationship with the City that will allow us to become more efficient in our procedures and offer even better management suggestions as a result of our knowledge of the City's operations.

The audit relationship is much more than a commodity product, therefore, the Local Government Commission does not require the services to be re-bid at the end of a service agreement. We are proud of the level of service we offer and believe that to be the reason we have a near 100% renewal rate with our government clients. We would rather negotiate an extension of our agreement rather than subject the relationship to the bidding process. If the City is pleased with the service, then fees are the only variable, and I am certain we can come to terms as it relates to fees.

Recently, much talk has been made about mandatory auditor rotations. According to the Government Finance Officers' Association, "the high level of specialized expertise needed to perform a quality audit of a state or local government often limits competition, which means that a requirement to change audit firms at the end of the audit contract could have the unintended effect of forcing a government to engage the services of a less qualified audit firm. Many of the advantages suggested for auditor rotation (such as obtaining a fresh perspective) often can be achieved by rotating staff within the same firm."

We are required by our auditing standards to maintain our independence, and we can assure the City that Martin Starnes & Associates takes compliance with the independence standard seriously. We rotate our audit teams as a normal course of business due to staff growth. We reinvent the audit process each year during the planning stage to make sure we are addressing the pertinent risk areas of the City's audit. Therefore, a long audit relationship, if managed properly, is a great benefit to the City.

Our fees for the City for fiscal years ending June 30, 2016 - 2018 are proposed as follows:

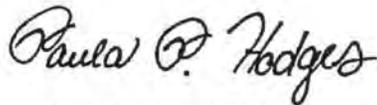
	<u>Audit</u>	<u>Financial Statement Preparation</u>	<u>AFIR</u>	<u>Total</u>
2016	\$ 46,000	\$ 7,000	\$ 3,000	\$ 56,000
2017	\$ 47,675	\$ 7,000	\$ 3,000	\$ 57,675
2018	\$ 47,675	\$ 7,000	\$ 3,000	\$ 57,675

The AFIR fees listed above will be included in the audit contract with the audit fees. The financial statement preparation and AFIR fees will only be charged in years that MSA drafts the financial statements and/or prepares the AFIR.

Printing costs (per report copy) will be charged in addition to the fees above as in past years.

I am looking forward to your acceptance of our service extension agreement. Feel free to call me with questions or concerns.

Sincerely,



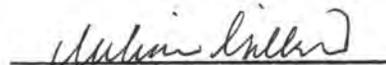
Paula P. Hodges, CPA  
Audit Partner

If you agree with the service extension agreement above, please sign the enclosed copy of this letter in the space indicated and return it to our office.

Accepted by: \_\_\_\_\_

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

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



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

CONTRACT TO AUDIT ACCOUNTS

Of City of Hickory, NC
Primary Governmental Unit
N/A

Discretely Presented Component Unit (DPCU) if applicable

On this 14th day of March, 2016,

Auditor: Martin Starnes & Associates, CPAs, P.A. Auditor Mailing Address:
730 13th Avenue Drive SE, Hickory, NC 28602 Hereinafter referred to as The Auditor

and City Council (Governing Board(s)) of City of Hickory, NC
(Primary Government)

and N/A : hereinafter referred to as the Governmental Unit(s), agree as follows:
(Discretely Presented Component Unit)

- 1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning July 1, 2015, and ending June 30, 2016. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with Government Auditing Standards if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated workpapers may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and/or workpapers are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC CPA Board).
County and Multi-County Health Departments: The Office of State Auditor will designate certain programs that have eligibility requirements to be considered major programs in accordance with OMB Circular A-133 for the State of North Carolina. The LGC will notify the auditor and the County and Multi-Health Department of these programs. A County or a Multi-County Health Department may be selected to audit any of these programs as major.
3. If an entity is determined to be a component of another government as defined by the group audit standards - the entity's auditor will make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in Government Auditing Standards, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in Government

Contract to Audit Accounts (cont.)

City of Hickory, NC

Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

*Auditing Standards.* The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract (See Item 22). **If the audit firm received a peer review rating other than pass**, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment..

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the State and Local Government Finance Division (SLGFD) within four months of fiscal year end. Audit report is due on: October 31, 2016. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. **Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC.** (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work must be submitted by email in PDF format to the Secretary of the LGC for approval. The invoices must be sent via upload through the current portal address: <http://nctreasurer.slgfd.leapfile.net> Subject line should read "Invoice - [Unit Name]. The PDF invoice marked 'approved' with approval date will be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. (Note: **Fees listed on signature pages.**)
10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall include documentation either in the notes to the audited financial statements or as a separate report submitted to the SLGFD along with the audit report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the SLGFD simultaneously with the Governmental Unit's audited financial statements unless otherwise specified in the bond documents.

Contract to Audit Accounts (cont.)

City of Hickory, NC

Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the client or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.
12. If the audit firm is required by the NC CPA Board or the Secretary of the LGC to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Governmental Unit will not be billed for the pre-issuance review. The pre-issuance review must be performed **prior** to the completed audit being submitted to the LGC. The pre-issuance report must accompany the audit report upon submission to the LGC.
13. The Auditor shall electronically submit the report of audit to the LGC as a text-based PDF file when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings, by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and other lawful purposes of the Governmental Unit without subsequent consent of the Auditor. If it is determined by the LGC that corrections need to be made to the Governmental Unit's financial statements, they should be provided within three days of notification unless another time frame is agreed to by the LGC.

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, agreed-upon procedures report, a turnaround document and a representation letter addressed to the OSA shall be submitted to the LGC.

The LGC's process for submitting contracts, audit reports and invoices is subject to change. Auditors should use the submission process in effect at the time of submission. The most current instructions will be found on our website: <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor
15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee. This amended contract needs to be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract, and then must be submitted through the audit contract portal to the Secretary of the LGC for approval. The portal address to upload your amended contract is <http://nctreasurer.slgfd.leapfile.net>. No change shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.
16. Whenever the Auditor uses an engagement letter with the Governmental Unit, Item #17 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of

Contract to Audit Accounts (cont.) \_\_\_\_\_ City of Hickory, NC

Governmental Unit \_\_\_\_\_

N/A

Discretely Presented Component Units (DPCU) if applicable

this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #22 of this contract. Engagement letters containing indemnification clauses will not be approved by the LGC.

17. Special provisions should be limited. Please list any special provisions in an attachment.

See attached engagement letter.

18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU must be named along with the parent government on this audit contract. Signatures from the DPCU Board chairman and finance officer also must be included on this contract.
19. The contract must be executed, pre-audited, physically signed by all parties including Governmental Unit and Auditor signatures and submitted in PDF format to the Secretary of the LGC. The current portal address to upload your contractual documents is <http://nctreasurer.slgfd.leapfile.net> Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of October 2015. These instructions are subject to change. Please check the NC Treasurer's web site at [www.nctreasurer.com](http://www.nctreasurer.com) for the most recent instructions.
20. The contract is not valid until it is approved by the LGC Secretary. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. **The audit should not be started before the contract is approved.**
21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
22. **E-Verify.** Auditor **shall comply** with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor **shall require** such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
23. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

***SIGNATURE PAGES FOLLOW***

Contract to Audit Accounts (cont.) City of Hickory, NC  
Governmental Unit  
N/A  
Discretely Presented Component Units (DPCU) if applicable

City of Hickory, NC - FEES  
Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards] \_\_\_\_\_

Audit \$49,000

Preparation of the annual financial Statements \$7,000

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ 42,000

\*\* NA if there is to be no interim billing

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

Audit Firm Signature:

Martin Starnes & Associates, CPAs, P.A.

Name of Audit Firm

By Amber Y. McGhinnis, Senior Audit Manager

Authorized Audit firm representative name: Type or print

Amber Y. McGhinnis  
Signature of authorized audit firm representative

Date March 14, 2016

amcghinnis@martinstarnes.com

Email Address of Audit Firm

Governmental Unit Signatures:

City of Hickory, NC

Name of Primary Government

By Rudy Wright, Mayor

Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board

Date \_\_\_\_\_

By Rudy Wright

Chair of Audit Committee - Type or print name

\*\*

Signature of Audit Committee Chairperson

Date \_\_\_\_\_

\*\* If Governmental Unit has no audit committee, mark this section "N/A"

City of Hickory, NC

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By Melissa Miller, Finance Officer

Primary Governmental Unit Finance Officer:

Type or print name

Melissa Miller  
Primary Government Finance Officer Signature

Date 3/30/16

(Pre-audit Certificate must be dated.)

mmiller@hickorync.gov

Email Address of Finance Officer

Date Primary Government Governing Body Approved Audit Contract - G.S. 159-34(a )

Contract to Audit Accounts (cont.) City of Hickory, NC  
Governmental Unit  
N/A  
Discretely Presented Component Units (DPCU) if applicable

**\*\* This page to only be completed by Discretely Presented Component Units \*\***

N/A FEES  
Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards] \_\_\_\_\_

Audit N/A

Preparation of the annual financial Statements N/A

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ N/A  
\*\* NA if there is to be no interim billing

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

DPCU Governmental Unit Signatures:

N/A  
Name of Discretely Presented Component Unit

By N/A  
DPCU Board Chairperson: Type or print name and title

Signature of Chairperson of DPCU governing board

Date N/A

By N/A  
Chair of Audit Committee - Type or print name

N/A \*\*  
Signature of Audit Committee Chairperson

Date N/A  
\*\* If Governmental Unit has no audit committee, mark this section "N/A"

N/A

**PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)**

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By N/A

**DPCU Finance Officer:**  
Type or print name

N/A  
DPCU Finance Officer Signature

Date N/A  
*(Pre-audit Certificate must be dated.)*

N/A  
Email Address of Finance Officer

Date DPCU Governing Body Approved Audit Contract - G.S. 159-34(a )

N/A

Contract to Audit Accounts (cont.) City of Hickory, NC  
 Governmental Unit  
 N/A  
 Discretely Presented Component Units (DPCU) if applicable

#### Steps to Completing the Audit Contract

1. Complete the Header Information – NEW: If a DPCU is subject to the audit requirements as detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not issued for the DPCU and is to be included in the Primary Government's audit, the DPCU must be named with the parent government on this Audit contract. The Board chairman of the DPCU also must sign the Audit contract.
2. Item No. 1 – Complete the period covered by the audit
3. Item No. 6 – Fill in the audit due date. For Governmental Unit (s), the contract due date can be no later than 4 months after the end of the fiscal year, even though amended contracts may not be required until a later date.
4. Item No. 8 – If the process for invoice approval instructions changed, the Auditor should make sure he and his administrative staff are familiar with the current process. Instructions for each process can be found at the following link. <https://www.nctreasurer.com/slgl/Pages/Audit-Forms-and-Resources.aspx>
5. Item No. 9 – NEW: Please note that the fee section has been moved to the signature pages, Pages 5 & 6.
6. Item No. 16 – If there is a reference to an engagement letter or other document (ex: Addendum), has the engagement letter or other document been acknowledged by the Governmental Unit and attached to the contract submitted to the SLGFD?
  - a. Do the terms and fees specified in the engagement letter agree with the Audit contract? *"In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control."*
  - b. Does the engagement letter contain an indemnification clause? **The audit contract will not be approved if there is an indemnification clause – refer to LGC Memo # 986.**
7. Complete the fee section for BOTH the Primary Government and the DPCU (if applicable) on the signature pages, please note:
  - The cap on interim payments is 75% of the current audit fee for services rendered if the contracted fee amount is a fixed amount. If any part of the fee is variable, interim payments are limited to 75% of the prior year's total audit fee. If the contract fee is partially variable, we will compare the authorized interim payment on the contract to 75% of last year's actual approved total audit fee amount according to our records. There is a report of audit fees paid by each governmental unit on our web site: <https://www.nctreasurer.com/slgl/Pages/Non-Audit-Services-and-Audit-Fees.aspx> - Auditors and Audit Fees.  
Please call or email Steven Holmberg of our office at 919-807-2394 [steven.holmberg@nctreasurer.com](mailto:steven.holmberg@nctreasurer.com) if you have any questions about the fees on this list.
  - For variable fees for services, are the hourly rates or other rates clearly stated in detail? If issued separately in an addendum, has the separate page been acknowledged in writing by the Governmental Unit?

Contract to Audit Accounts (cont.) City of Hickory, NC  
Governmental Unit  
N/A

Discretely Presented Component Units (DPCU) if applicable

- For fees for services that are a combination of fixed and variable fees, are the services to be provided for the fixed portion of the fee clearly stated? Are the hourly rates or other rates clearly stated for the variable portion of the fee? (Note: See previous bullet point regarding variable fees.)
  - If there is to be no interim billing, please indicate N/A instead of leaving the line blank.
8. Signature Area – There are now 2 Signature Pages: one for the Primary Government and one for the DPCU. Send the page(s) that are applicable to your Unit of Government. Make sure all signatures have been obtained, and properly dated. **The contract must be approved by Governing Boards pursuant to G.S. 159-34(a). NEW - If this contract includes auditing a DPCU that is a Public Authority under the Local Government Budget and Fiscal Control Act it must be named in this Audit contract and the Board chairperson of the DPCU must also sign the Audit contract in the area indicated. If the DPCU has a separate Audit, a separate Audit contract is required for the DPCU.**
  9. Please place the date the Unit's Governing Board and the DPCU's governing Board (if applicable) approved the audit contract in the space provided.
    - a. Please make sure that you provide email addresses for the audit firm and finance officer as these will be used to communicate official approval of the contract.
    - b. Has the pre-audit certificate for the Primary Government (and the DPCU if applicable) been signed and dated by the appropriate party?
    - c. Has the name and title of the Mayor or Chairperson of the Unit's Governing Board and the DPCU's Chairperson (if applicable) been typed or printed on the contract and has he/she signed in the correct area directly under the Auditor's signature?
  10. If the Auditor is performing an audit under the yellow book or single audit rules, has year-end bookkeeping assistance been limited to those areas permitted under the revised GAO Independence Standards? Although not required, we encourage Governmental Units and Auditors to disclose the nature of these services in the contract or an engagement letter. Fees for these services should be shown in the space indicated on the applicable signature page(s) of the contract.
  11. Has the most recently issued peer review report for the audit firm been included with the contract? This is required if the audit firm has received a new peer review report that has not yet been forwarded to us. The audit firm is only required to send the most current Peer Review report to us once – not multiple times.
  12. After all the signatures have been obtained and the contract is complete, please convert the contract and all other supporting documentation to be submitted for approval into a PDF file. Peer Review Reports should be submitted in a separate PDF file. These documents should be submitted using the most current submission process which can be obtained at the NC Treasurer's web site – <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.
  13. NEW: If an audit is unable to be completed by the due date, an Amended Contract should be completed and signed by the unit and auditor, using the new "Amended LGC-205" form (Rev. 2015). The written explanation for the delay is now included on the contract itself to complete, and must be signed by the original parties to the contract.



**Koonce, Wooten & Haywood, LLP**  
CERTIFIED PUBLIC ACCOUNTANTS

## SYSTEM REVIEW REPORT

To the Partners of Martin Starnes & Associates, CPAs, P.A.  
 and the Peer Review Committee of the North Carolina Association  
 of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of *pass*.

*Koonce, Wooten & Haywood, LLP*

Koonce, Wooten & Haywood, LLP

May 21, 2015

**Raleigh**  
 4060 Barrett Drive  
 Post Office Box 17806  
 Raleigh, North Carolina 27619  
 919 782 9265  
 919 783 8937 FAX

**Durham**  
 3511 Swann Road  
 Suite 100  
 Durham, North Carolina 27707  
 919 354 2584  
 919 489 8183 FAX

**Pittsboro**  
 10 Sanford Road  
 Post Office Box 1399  
 Pittsboro, North Carolina 27312  
 919 542 6000  
 919 542 5764 FAX

# MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

*"A Professional Association of Certified Public Accountants and Management Consultants"*

March 14, 2016

Melissa Miller, Finance Officer  
City of Hickory  
76 N. Center Street  
Hickory, NC 28601

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Hickory, NC, as of June 30, 2016, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City of Hickory's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal and State award programs for the period ended June 30, 2016. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and State award programs.

Accounting principles generally accepted in the United States of America require that certain supplementary information, such as Management's Discussion and Analysis, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Law Enforcement Officer's Special Separation Allowance schedules
- Other Post-Employment Benefits schedules
- Local Government Employees' Retirement System's schedules

Supplementary information other than RSI will accompany the City of Hickory's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements
- Budget and actual schedules
- Supplemental ad valorem tax schedules
- Other schedules
- Schedule of Expenditures of Federal and State Awards

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- Introductory section
- Statistical section

#### **Schedule of Expenditures of Federal and State Awards**

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

#### **Data Collection Form**

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, Schedule of Expenditures of Federal and State Awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

### **Audit of the Financial Statements**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will issue a written report upon completion of our audit of the City of Hickory's basic financial statements. Our report will be addressed to the governing body of the City of Hickory. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

### **Audit of Major Program Compliance**

Our audit of the City of Hickory's major federal and State award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance, and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act and other procedures we consider necessary to enable us to express such an opinion on major federal and State award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal and State award programs. Our procedures will consist of determining major federal and State programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Also, as required by the Uniform Guidance and the State Single Audit Implementation Act, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and State award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and State award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

#### **Management's Responsibilities**

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. For safeguarding assets;
4. For identifying all federal and State awards expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
5. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and State Single Audit Implementation Act requirements;
6. For the design, implementation, and maintenance of internal control over compliance;
7. For identifying and ensuring that the entity complies with laws, regulations, grants, and contracts applicable to its activities and its federal and State award programs;
8. For following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
9. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
10. For submitting the reporting package and data collection form to the appropriate parties;
11. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;

12. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal and State award programs, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit; and
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
13. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole; and
14. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

We will provide copies of our reports to the City of Hickory; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

## Fees

Paula Hodges is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are stated in the Contract to Audit Accounts. Our invoices for these fees will be rendered in four installments as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City of Hickory's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

### *Changing Laws and Regulations*

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

### *Incorrect Accounting Methods or Errors in Client Records*

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

### *Failure to Prepare for the Engagement*

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

### *Starting and Stopping Our Work*

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

The contract fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from \$75-\$250 per hour.

### **Other Matters**

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or State agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature. With respect to any nonattest services we perform, the City of Hickory's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

*Government Auditing Standards* require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or discloses as these actions are deemed a non-audit service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity’s significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management’s consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal and State award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

*Martin Starnes & Associates, CPAs, P.A.*

Martin Starnes & Associates, CPAs, P.A.  
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth the understanding of the City of Hickory.

Acknowledged and agreed on behalf of the City of Hickory by:

Name: *William J. Linder*

Title: *Finance Officer*

Date: *3/30/16*

**To:** City Manager's Office  
**From:** Thurman Whisnant  
**Contact:** Thurman Whisnant  
**Date:** March 23, 2016  
**Re:** Community Relations Council Spring Grant Recommendations

**REQUEST:**

The City of Hickory CRC is hereby submitting grant recommendations for City Council approval on consent agenda for the Spring 2016 grant cycle.

**BACKGROUND:**

As part of the CRC work plan and annual budget process, the Community Relations Council receives funds to disperse during the fiscal year through the CRC 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 goals and mission and how the program will serve to improve human relations in the Hickory area.

**ANALYSIS:**

For the Spring 2016 grant cycle, the CRC received twelve grant applications for projects totaling \$15,250.00 and is recommending approval of seven of the grants totaling \$7,300.00. A summary sheet is attached which lists the agencies, projects, costs and CRC recommendations for funding. Funds are available in the CRC budget for the recommended grant approvals.

**RECOMMENDATION:**

The Community Relations Council recommends funding of the seven grants listed on the attachment totaling \$7,300.00

**BUDGET ANALYSIS:**

**Budgetary Action**

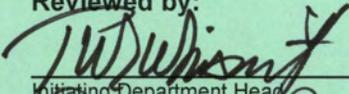
Is a Budget Amendment required?

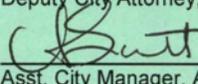
Yes

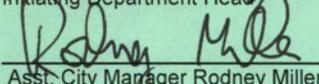
No

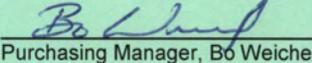
**LIST THE EXPENDITURE CODE:**

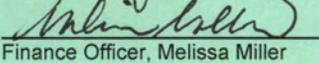
**Reviewed by:**

 3/23/16  
Initiating Department Head Date

Deputy City Attorney, A. Dula \_\_\_\_\_ Date  
 3/30/16  
Asst. City Manager, A. Surratt Date

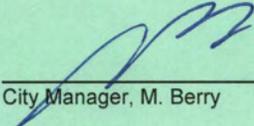
 3-29-16  
Asst. City Manager Rodney Miller Date

 3-30-16  
Purchasing Manager, Bo Weichel Date

 3-30-16  
Finance Officer, Melissa Miller Date

\_\_\_\_\_  
Date

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

  
City Manager, M. Berry

\_\_\_\_\_  
Date

<b>Hickory Community Relations Council</b>			
<b>SPRING 2016 GRANTS SUMMARY</b>			
<b>Name of Applicant</b>	<b>Project Title</b>	<b>Amount Requested</b>	<b>Amount CRC Recommended</b>
1. Women's Resource Center	Women's Empowerment Conference 2016 Follow-up	\$750	\$750
2. Greater Hickory Cooperative Christian Ministry	Changing the Charity Paradigm – Re-imagine Charity Workshop	\$1,500	\$0
3. Safe Harbor Rescue Mission	Work2Win Program	\$1,000	\$750
4. Mt. Zion Baptist Church	Hickory Smoked Rhythm & Blues Festival	\$1,500	\$0
5. The Fellowship of United Methodists in Music and Worship Arts	African Children's Choir Festival	\$1,500	\$0
6. Council on Adolescents of Catawba County, Inc.	Teens 4 R.E.A.L Summer Camp	\$1,300	\$1,300
7. Hickory Community Theatre	Creative Play for Ridgeview Pre-K Youth	\$1,500	\$1,500
8. Catawba Valley Quilters Guild	CVQG Quilts of Valor Program	\$1,500	\$800
9. Children's Advocacy & Protection Center of Catawba County	Stewards of Children Prevention Curriculum	\$1,000	\$0
10. Lenoir-Rhyne University Office of Multicultural Affairs	Tutoring Program at Mt. Pisgah AME Church	\$1,000	\$1,000
11. Hickory Public Schools	Hickory Public Schools Bookmobile	\$1,200	\$1,200
12. Exodus Homes and Catawba Valley Interfaith Council	Interfaith Literacy and Cooperation for Today	\$1,500	\$0
			<b>\$7,300 TOTAL</b>

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**GRANT PROJECT ORDINANCE AMENDMENT # 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:

<b>FUNCTIONAL AREA</b>	<b>INCREASE</b>	<b>DECREASE</b>
Public Safety	102	-
	-	-
<b>TOTAL</b>	102	-

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

<b>FUNCTIONAL AREA</b>	<b>INCREASE</b>	<b>DECREASE</b>
Other Financing Sources	102	-
	-	-
<b>TOTAL</b>	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.

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**COUNCIL AGENDA MEMOS**

**To:** City Manager's Office

**From:** Planning & Development Services Department – Ross Zelenske, Planner

**Contact Person:** Ross Zelenske, Planner

**Date:** March 24, 2016

**Re:** Rezoning Petition 16-01

**REQUEST**

Consideration of Rezoning Petition 16-01.

**BACKGROUND**

Dr. Grace Auten has petitioned for the rezoning of approximately 0.48 acres of property located at 225 S NC Highway 127. The petition is to rezone the properties from High Density Residential (R-4) to Office & Institutional (OI).

**ANALYSIS**

The Hickory by Choice 2030 Comprehensive Plan classifies the vicinity as High Density Residential. The rezoning of the subject properties to Office & Institutional (OI) is consistent with the goals and policies contained within the Hickory by Choice 2030 Comprehensive Plan. Please refer to the accompanying staff report for a more in-depth analysis of the petition.

**RECOMMENDATION**

The Hickory Regional Planning Commission conducted a public hearing on February 24, 2016 to consider the petition. During the public hearing the applicant spoke in favor of the petition, while no one spoke in opposition. Upon closing the public hearing, the Hickory Regional Planning Commission voted unanimously (7-0) to affirm the petition's consistency with the Hickory by Choice 2030 Comprehensive Plan, and recommended City Council approval of the petition. Staff concurs with the Commission's findings and recommendations.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

Brian M. Frazier 3/21/2016  
Initiating Department Head Date

Rodney Miller 3/29/16  
Asst. City Manager, R. Miller Date

M. Miller 3-30-16  
Finance Officer, M. Miller Date

Deputy City Attorney, A. Dula Date

A. Surratt 3/30/16  
Asst. City Manager, A. Surratt Date

B. Weichel 3-30-16  
Purchasing Manager, B. Weichel 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

## REZONING ANALYSIS

**PETITION:** Rezoning 16-01

**APPLICANT:** Grace Auten

**OWNER:** Dorus E. Faires and Kenneth B. Faires

**PROPERTY LOCATION:** 225 South North Carolina Highway 127

**PIN:** 3702-07-78-4384

**WARD:** The subject property is located in Ward 4 (Councilman Guess).

**ACREAGE:** 0.48 acres (20,909 ft<sup>2</sup>) (Note: This information was taken from the most recent Catawba County tax map data.)

**REQUESTED ACTION:** The applicant has submitted a petition requesting the subject property be rezoned from High Density Residential (R-4) to Office & Institutional (OI).

**DEVELOPMENT POTENTIAL:** The High Density Residential (R-4) district is primarily composed of multi-family residential development, as well as, small lot single-family development. In the R-4 district multi-family development is allowed at a maximum density of twenty (20) dwelling units per acre and a maximum density of twelve (12) dwelling units per acre for single-family development. The R-4 district also permits for properties to be used for religious institutions and public facilities.

Should the property be rezoned to Official & Institutional (OI), the property could be used for many of the residential purposes provided in the R-4 zoning district, but also for commercial uses, such as offices, clinics, and personal service businesses. Properties zoned OI are permitted to develop at a maximum floor area ratio of 0.85, which means 0.85 square feet of floor area could be provided for every one (1) square foot of land area contained within the parcel. In this particular instance the property could yield a maximum of 17,772 ft<sup>2</sup> of floor area  $[(0.48 * 0.85) * 43,560]$ . It should be understood this number is a theoretical maximum, and other regulatory requirements for building setbacks, parking, buffering, and similar items could substantially decrease this maximum intensity.

**BACKGROUND:** The applicant has submitted a petition requesting the property be rezoned to Office & Institutional (OI). The applicant has indicated that the subject property may be used as part of a medical office expansion for a future building addition and/or parking area.

**REVIEW CRITERIA:** In reviewing and making recommendations on proposed zoning map amendments, review bodies shall consider the following factors:

1. Consistency of the proposed zoning with the *Hickory Comprehensive Land Use and Transportation Plan* and the stated Purpose and Intent of this Land Development Code **(Please refer to Map 1 for more detail);**

*The 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).

**Section 1.7 of the Hickory Land Development Code contains its Stated Purpose and Intent. This section contains five (5) specific items which the Land Development Code is intended to uphold. These are as follows:**

- Implement the Hickory by Choice 2030 Comprehensive Plan;

*The owner / applicant has indicated the property will likely be used for expansion purposes of the neighboring medical office. This expansion could be for a building addition or a parking lot addition. It should be properly noted that the disclosure or non-disclosure of a specific use cannot be used as grounds for denial of a non-conditional zoning map amendment. The subject property is shown by Hickory by Choice 2030 to be within an area that is intended to provide high density housing through a variety of housing options to city residents. The area may provide office uses along thoroughfares and transition points. The future use of the property as an office type land use would be consistent with the HBC 2030 plan.*

- Preserve and protect land, air, water and environmental resources and property values;

*Any and all improvements that are to take place on the property will be required to follow all applicable development regulations.*

- Promote land use patterns that ensure efficiency in service provision as well as wise use of fiscal resource and governmental expenditures;

*The subject property is located directly off of Highway 127, which is a major north-south thoroughfare through the City of Hickory that contains a mixture of commercial and residential uses. Public utilities (water and sewer) are also located within close proximity to the subject property. Any future development that occurs on the property will be evaluated as to what impacts, if any, will be placed upon nearby public infrastructure. The owner / developer of the property will be required to cover any financial costs needed for any required infrastructure improvements identified through the evaluation process.*

- Regulate the type and intensity of development; and

*This Hickory Land Development Code regulates the type and intensity of development that is located on the subject properties. Development plans for the property, once received, will be reviewed in light of the regulations contained within the Hickory Land Development Code.*

- Ensure protection from fire, flood and other dangers.

*Any future development occurring on the subject property will be required to adhere to all state and local building, fire, and flood zone related development regulations. Such*

*regulations will ensure proper protections are provided for the patrons of the subject properties, as well as the residents of the surrounding area.*

2. Existing land uses within the general vicinity of the subject property (**Please refer to Map 2 for more detail**):

North: *The properties to the north are occupied by a medical office (Rudisill Family Practice) and a vacant lot;*

South: *The properties to the south are occupied by a vacant lot and a single-family residence;*

East: *The property to the east is occupied by a single-family residence; and*

West: *The property to the west, across Highway 127, is occupied by a small apartment complex.*

3. The zoning classification of property within the general vicinity of the subject property (**Please refer to Map 3 for more detail**):

North: *The properties to the north are zoned Office & Institutional (OI) and are located within the Neighborhood Preservation Overlay (NP-O);*

South: *The properties to the south are zoned High Density Residential (R-4) and are located within the Neighborhood Preservation Overlay (NP-O);*

East: *The property to the east is zoned High Density Residential (R-4) and is located within the Neighborhood Preservation Overlay (NP-O); and*

West: *The property to the west, across Highway 127, is zoned High Density Residential (R-4).*

4. The suitability of the subject property for the uses permitted under the existing and proposed zoning classification:

*The subject property is currently zoned High Density Residential (R-4). The request is to rezone the property to Office & Institutional (OI). With regards to suitability of uses permitted under the existing zoning classification, the subject property can only be accessed using the adjacent right-of-way of Highway 127, which is a four lane, major north-south thoroughfare through the City of Hickory. This thoroughfare handles a significant amount of traffic on a daily basis and is likely more attractive to new commercial development than new residential development. Additionally, given that the lot size is less than a half-acre, multi-family residential development would be limited in size. Considering this, the office and institutional use is a reasonable use for the property.*

*The proposed Office & Institutional (OI) zoning classification is a district that is intended to function as a transition point between residential and commercial development. Under this zoning district, the property could be developed into a variety of uses including offices, clinics, and personal service businesses, The OI zoning district also permits many of the residential uses allowed in the existing High Density Residential (R-4) zoning district. The*

*future development of the property for uses of this nature are suitable for the subject property due to its proximity to a major commercial intersection that is within 400 feet to the north and immediate and only access point to Highway 127.*

5. The extent to which zoning will detrimentally affect properties within the general vicinity of the subject property:

*The rezoning certainly has the potential to detrimentally impact properties in the general vicinity. However; through proper site planning, buffering, and screening as required by the City's Land Development Code, any real or perceived detrimental impacts will be mitigated to maximum extent practical. Additionally, the property will remain within the Neighborhood Preservation Overlay district. This district is intended to preserve Hickory's oldest neighborhoods through additional character defining regulations on new development and redevelopment projects within these neighborhoods.*

6. The extent to which the proposed amendment (zoning map) will cause public services including roadways, storm water management, water and sewer, fire and police protection to fall below acceptable levels.

*If rezoned, the subject property is not expected to diminish public services provided in the area. Additionally, during the development review process any identified developments impacts upon the items listed above will be evaluated, and the owner / developer will be required to mitigate any deficiencies to the maximum extent practical, or required by law.*

7. The proposed amendment (zoning map) will protect the public health, safety, and general welfare.

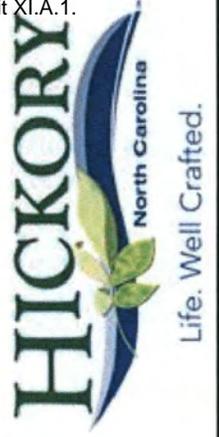
*The property in question is located within an area where the City's comprehensive plan, Hickory by Choice 2030, anticipated providing high density residential development. Any future development that occurs of the subject property as the result of the zoning map amendment, will be required to be adhere to regulations related to zoning, building and fire code, traffic, stormwater, etc.; which will work in conjunction with one another to ensure the health and safety of residents and visitors are properly protected.*

#### **RECOMMENDED ACTION:**

The Hickory Regional Planning Commission conducted a public hearing on February 24, 2016 to consider the petition. During the public hearing the agent spoke in favor of the petition, while no one spoke in opposition. Upon closing the public hearing, the Hickory Regional Planning Commission voted unanimously (7-0) to affirm the petition's consistency with the Hickory by Choice 2030 Comprehensive Plan, and recommended City Council approval of the petition. Staff concurs with the Commission's findings and recommendations.

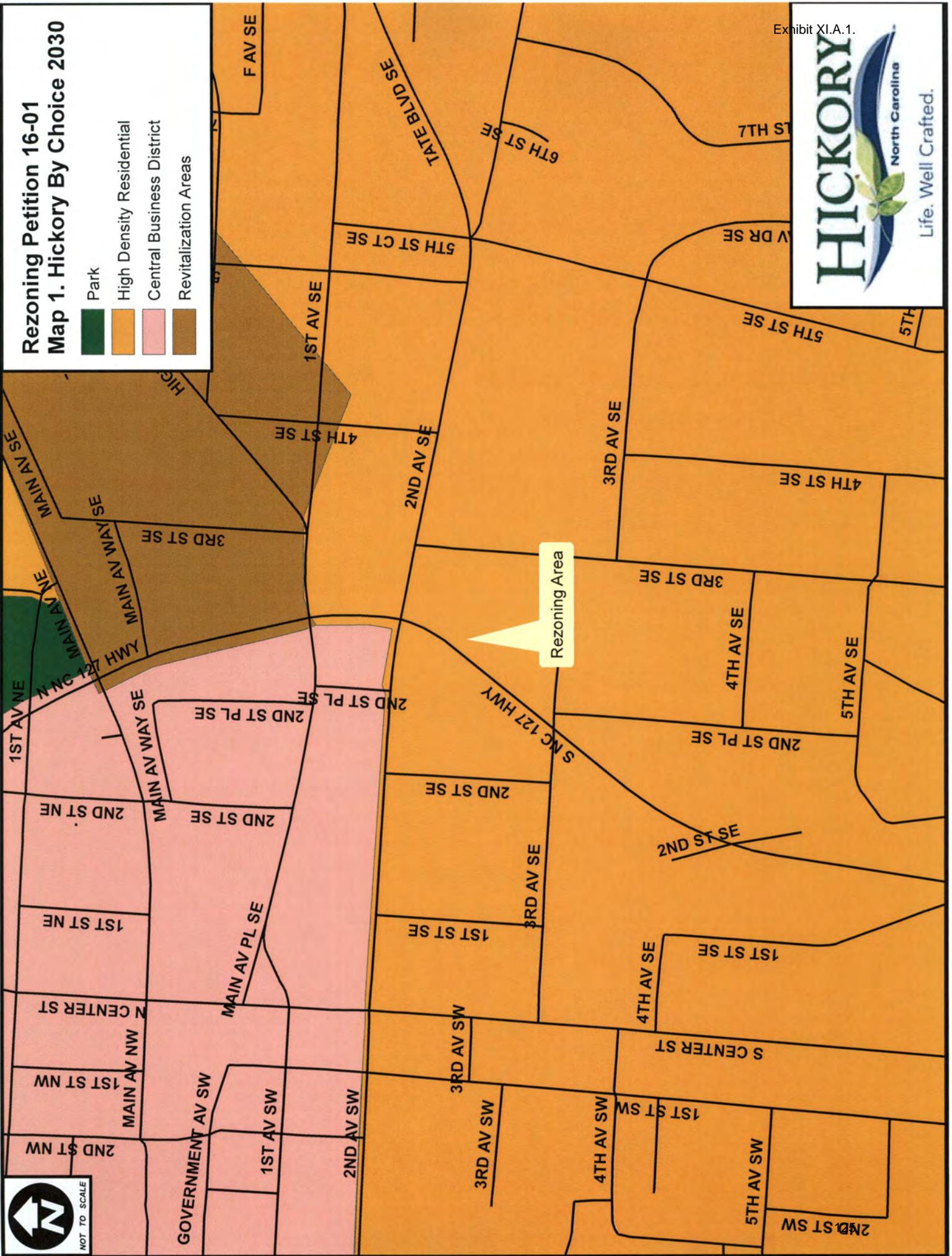
#### **CITIZEN INPUT:**

As of March 21<sup>st</sup>, staff has only received one phone call regarding this rezoning petition. The caller sought more information on the rezoning. They stated they did not have an opinion on the matter.



# Rezoning Petition 16-01 Map 1. Hickory By Choice 2030

-  Park
-  High Density Residential
-  Central Business District
-  Revitalization Areas



Rezoning Petition 16-01  
Map 2. Aerial Photo (2014)

 Rezoning Area

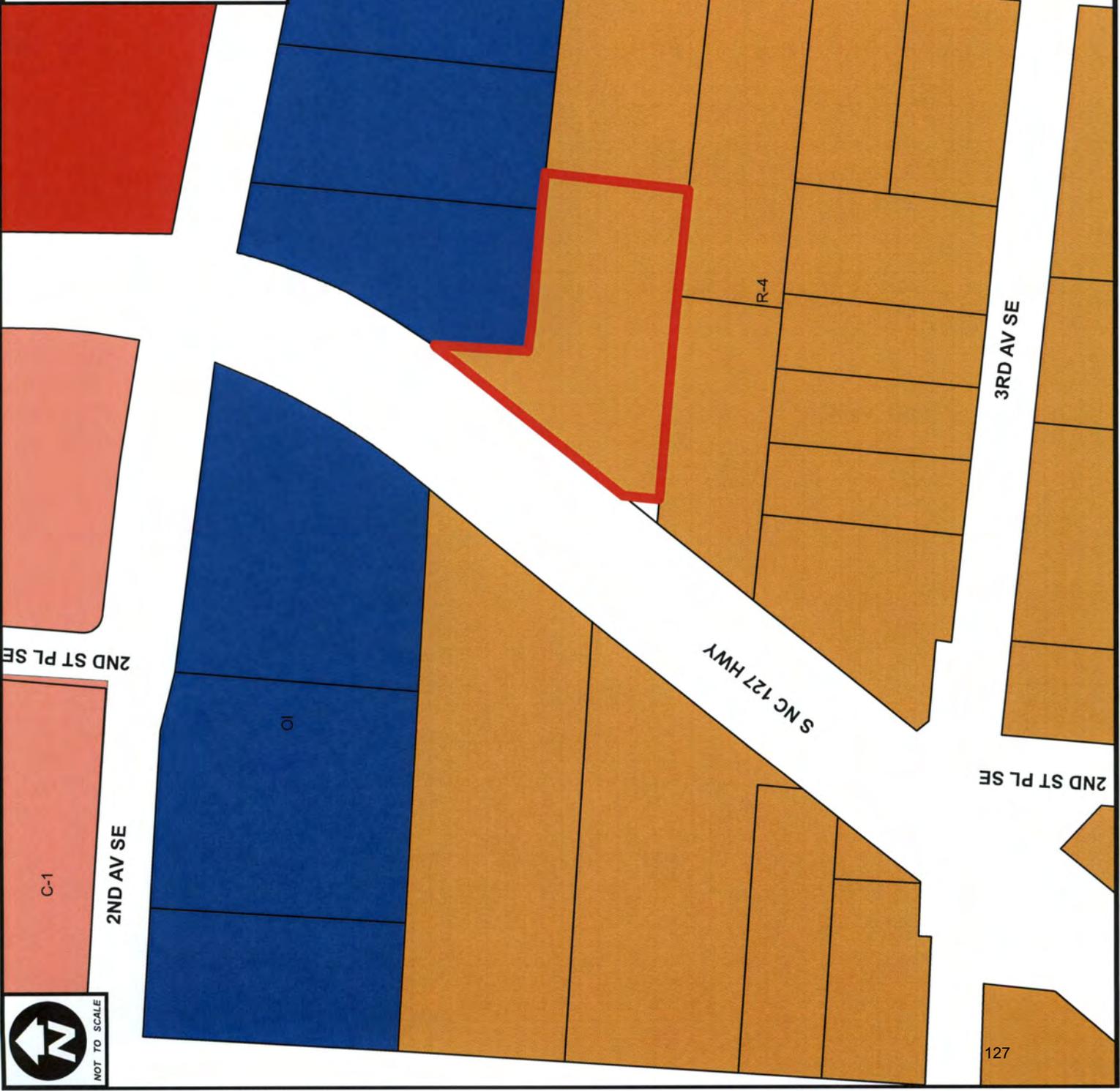
Exhibit XI.A.1.

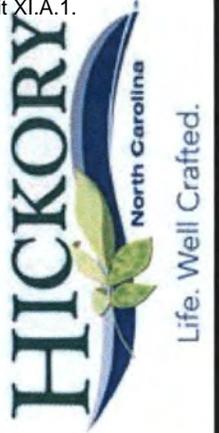




# Rezoning Petition 16-01 Map 3. Current Zoning

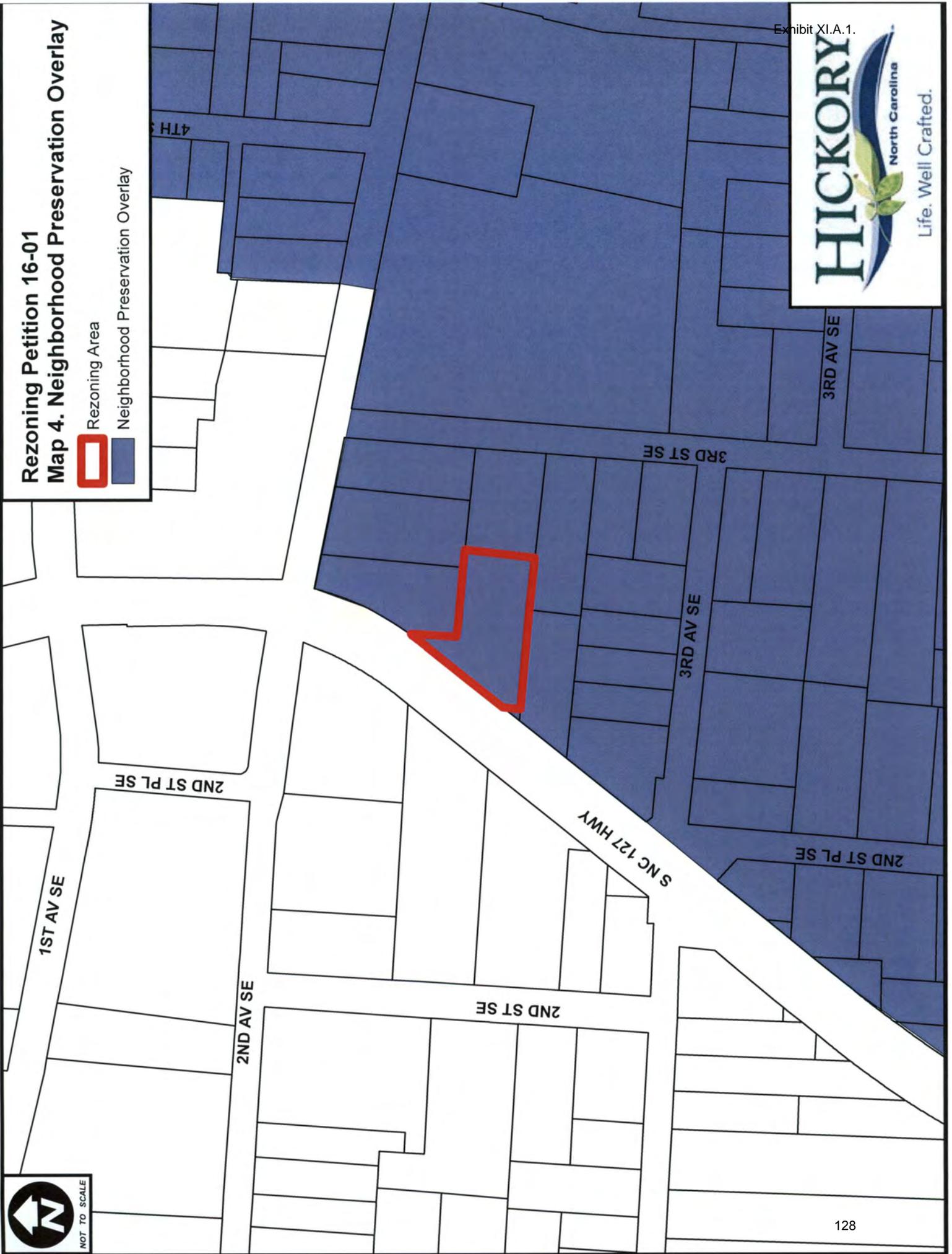
-  Rezoning Area
-  High Density Residential -4 (R-4)
-  Office and Institutional (OI)
-  Central Business (C-1)
-  General Business (C-2)





# Rezoning Petition 16-01 Map 4. Neighborhood Preservation Overlay

-  Rezoning Area
-  Neighborhood Preservation Overlay



**ORDINANCE NO. \_\_\_\_\_****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.

ORDAINED by the City Council of Hickory, North Carolina, this, the \_\_\_\_ day of \_\_\_\_\_, 2016.

(SEAL)

**THE CITY OF HICKORY**, a  
North Carolina Municipal Corporation

**Attest:**

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

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

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, 2016.

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



ORDINANCE NO. \_\_\_\_\_  
HICKORY CITY COUNCIL  
Page 3 of 3

2

**COUNCIL AGENDA MEMOS**

**To: City Manager's Office**

**From:** Planning & Development Services Department – Cal Overby, Principal Planner

**Contact Person:** Cal Overby, Principal Planner

**Date:** March 24, 2016

**Re:** Consideration of Rezoning Petition 16-02

**REQUEST**

Consideration of Rezoning Petition 16-02.

**BACKGROUND**

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).

**ANALYSIS**

The Hickory by Choice 2030 Comprehensive Plan classifies the vicinity as Industrial. The rezoning of the subject properties to Industrial (IND) is consistent with the goals and policies contained within the Hickory by Choice 2030 Comprehensive Plan. Please refer to the accompanying staff report for a more in-depth analysis of the petition.

**RECOMMENDATION**

The Hickory Regional Planning Commission conducted a public hearing on February 24, 2016 to consider the petition. During the public hearing the agent spoke in favor of the petition, while no one spoke in opposition. Upon closing the public hearing, the Hickory Regional Planning Commission voted unanimously (7-0) to affirm the petition's consistency with the Hickory by Choice 2030 Comprehensive Plan, and recommended City Council approval of the petition. Staff concurs with the Commission's findings and recommendations.

**BUDGET ANALYSIS:**

**Budgetary Action**

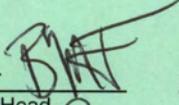
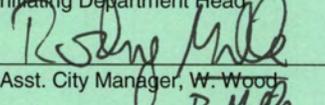
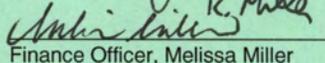
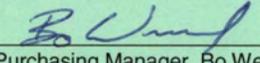
Is a Budget Amendment required?

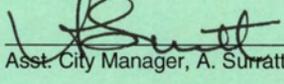
Yes

No

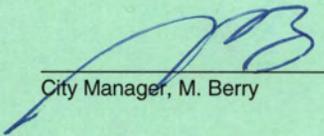
**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

Brian M. Frazier  3/16/2016  
 Initiating Department Head Date  
Roslyn M. Wood  3/29/16  
 Asst. City Manager, W. Wood Date  
Melissa Miller  3-30-16  
 Finance Officer, Melissa Miller Date  
Bo Weichel  3-30-16  
 Purchasing Manager, Bo Weichel Date

Deputy City Attorney, A. Dula \_\_\_\_\_  
 Date  
A. Surratt  3/30/16  
 Asst. City Manager, A. Surratt Date  
Administrative Services Director \_\_\_\_\_  
 M. Bennett Date

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

  
 \_\_\_\_\_  
 City Manager, M. Berry  
 \_\_\_\_\_  
 Date

## REZONING ANALYSIS

**PETITION: Rezoning 16-02**

**APPLICANT:** Russ Granger, VP of Operations, US Conec Ltd.

**OWNER:** John Precup, Mee Thao, Ker Thao, and US Conec, Ltd.

**PROPERTY LOCATION:** 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.

**PINS:** 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.

**WARD:** The property located at 830 21<sup>st</sup> Street Drive NE is currently located in Ward 3 (Councilman Seaver). The remainder of the properties are located within the City's extra-territorial jurisdictional area (ETJ). The applicant intends, upon acquiring the properties not currently under its ownership, to petition for voluntary annexation.

**ACREAGE:** 2.44 acres (106,286.4 ft<sup>2</sup>) in the rezoning area. All parcels have a total area of 7.53 acres. The property located at 830 21<sup>st</sup> Street Drive SE is split zoned between Industrial (IND) and High Density Residential – 4 (R-4). The area of this parcel zoned High Density Residential – 4 (R-4) is approximately 0.17 acres.

**REQUESTED ACTION:** The applicant has submitted a petition requesting the subject properties be rezoned from High Density Residential – 4 (R-4) to Industrial (IND).

**BACKGROUND:** US Conec, Ltd. is currently in the process of up-fitting the existing 80,000 ft<sup>2</sup> building located at 830 21<sup>st</sup> Street Drive SE, with the intentions of having this facility operational for its manufacturing and R&D functions by the end of 2016. The company has negotiated with the owners of the remaining properties listed above to purchase the properties to provide for additional land area for a future expansion of its business operations.

The remaining properties being acquired by US Conec, Ltd. are to be initially graded and prepped to provide for an area for future expansion. The grading will be done in advance of any future expansions, which is due to the sensitivity of their manufacturing process. The manufacturing processes of US Conec, Ltd. require for very strict tolerances with regards to vibrations. The proposed grading would create vibrations in excess of these tolerances, so this activity would be completed ahead of time, so disruptions in the manufacturing process can be avoided.

**DEVELOPMENT POTENTIAL:** The current High Density Residential – 4 (R-4) is characterized by the City's Land Development Code as being a residential district intended for the location of larger scale multi-family residential development and smaller lot single-family residential development, with a maximum prescribed density of twenty (20) dwelling units per acre. The subject properties are currently occupied by single family residences, with the exception of one parcel, which is occupied by a commercial garage that was properly permitted when it was constructed. This development represents the maximum development permitted for these properties in their current state.

As noted above, the property located at 830 21<sup>st</sup> Street Dive SE is split zoned between High Density Residential – 4 (R-4) and Industrial (IND). The majority of this parcel is zoned Industrial (5.09 acres), and is occupied by an 80,000 ft<sup>2</sup> industrial building that was constructed in 1994.

Due to its size and configuration, the area of this parcel zoned High-Density Residential – 4 (R-4) has little to no development potential.

Should the property be rezoned to Industrial (IND), the property could be used for a variety of office and industrial uses as outlined in Article 6, Section 6.1 of the Hickory Land Development Code. Additionally, property zoned Industrial (IND) is not limited to a maximum floor area ratio (FAR) as is the case with other types of non-residential development. However, it should be duly noted that while a maximum FAR is not prescribed for Industrial zoning, development is required to provide adequate stormwater control, landscaping and buffering, and similar items as required by the Hickory Land Development Code.

**REVIEW CRITERIA:** In reviewing and making recommendations on proposed zoning map amendments, review bodies shall consider the following factors:

1. Consistency of the proposed zoning with the *Hickory Comprehensive Land Use and Transportation Plan* and the stated Purpose and Intent of this Land Development Code **(Please refer to Map 1 for more detail);**

*The general area is located in an area classified as Industrial by the Hickory By Choice 2030 Comprehensive Plan. (Note: The Hickory By Choice 2030 Comprehensive Plan's Future Land Use map does not contain parcel line data, as the general boundaries of the land use categories are not concrete.)*

*The Hickory by Choice 2030 contains the following narrative regarding industrial development in the vicinity of 21<sup>st</sup> Street Drive SE (Sweetwater Road):*

*The existing concentrations of industrial businesses provide a basis for industrial districts. The industrial districts along U.S. 321 and Highland Avenue east of Springs Road will focus on redevelopment opportunities. Land in the vicinity of the airport is appropriate for industrial development, which is designed to be compatible with safety requirements for aircraft operations and reflects the long-term needs of airport operations. Industrial development in the vicinity of the airport will also be required to adhere to watershed protection regulations to protect the water quality of the Catawba River, which is the primary source of drinking water for the city. The combination of these safety and environmental constraints will result in the construction of lower density, environmentally oriented businesses. Although these two areas offer some potential for industrial growth, the greatest potential for larger scale industrial development exists along Tate Boulevard, Sweetwater Road (21st Street SE), and the southern portion of Fairgrove Church Road. This area has significant expansion opportunities for larger-scale industrial development. The proximity to I-40, U.S. 70 and U.S. 321 provide excellent access to regional and interstate transportation systems. (HBC 2030, Pg 3.11).*

*The narrative above, taken directly from Hickory by Choice 2030, clearly indicates the area in question is consistent with industrial land-uses and the requested Industrial (IND) zoning district.*

*It should also be noted Hickory By Choice 2030 also recognizes instances similar to what is currently present in the area, where industrial and residential land uses are located within close proximity to one another, and offers the following direction in such situations:*

*Residential neighborhoods and industrial land uses are usually not compatible and generally should not be located adjacent to each other; however, there are instances where industrial land and single-family neighborhoods can and will be in close proximity. Adequate distance buffering and landscape techniques provide an example of the tools employed to soften potential incompatibilities. (HBC 2030, Pg 3.5).*

*This verbiage indicates existing conditions in Hickory do present challenges when two incompatible land uses are located in close proximity to one another. The narrative above indicates proper site design and buffering can be used to minimize the negative impacts created by such situations. This is most often addressed during the design review process, and the standards necessary to properly address these instances are currently contained within the Hickory Land Development Code.*

**Section 1.7 of the Hickory Land Development Code contains its Stated Purpose and Intent. This section contains five (5) specific items which the Land Development Code is intended to uphold. These are as follows:**

- Implement the Hickory by Choice 2030 Comprehensive Plan;

*As outlined above, the subject properties are located in an area classified as Industrial, and the HBC 2030 narrative regarding future industrial development clearly indicates the 21<sup>st</sup> Street Drive SE (Sweetwater Rd) corridor as being an area appropriate for this type of development.*

- Preserve and protect land, air, water and environmental resources and property values;

*Any and all improvements that are to take place on the property will be required to follow all applicable development regulations.*

- Promote land use patterns that ensure efficiency in service provision as well as wise use of fiscal resource and governmental expenditures;

*The subject property is located on 21<sup>st</sup> Street Drive SE, which is a thoroughfare connecting Tate Boulevard and US Hwy 70. Transportation infrastructure currently in place in the area is sufficient to handle the type of development possible on the subject properties.*

*Public utilities (water and sewer) are present in the vicinity, and service to the industrial building located at 830 21<sup>st</sup> Street Drive SE has already been established.*

*Fire protection is currently available, with a station being located approximately 1.4 miles to the southeast (Station 5 – Fairbrook).*

- Regulate the type and intensity of development; and

*The development currently located on the subject properties, as well as any future development that is to take place, has been and will be regulated by current and future development standards duly adopted by the City of Hickory and the State of North Carolina.*

- Ensure protection from fire, flood and other dangers.

*Any future development occurring on the subject properties will be required to adhere to all state and local building, fire, and flood zone related development regulations. Such regulations will ensure proper protections are provided to ensure surrounding residents, and employees are properly protect as prescribed by law. area.*

2. Existing land uses within the general vicinity of the subject property **(Please refer to Map 2 for more detail):**

North: *The properties to the north across 21<sup>st</sup> Street Drive SE are either occupied by single-family residences or are vacant;*

South: *The properties to the south are occupied by industrial facilities;*

East: *The properties to the east are occupied by industrial facilities; and*

West: *The properties to the west across 23<sup>rd</sup> Street Court SE are occupied by single-family residences.*

3. The zoning classification of property within the general vicinity of the subject property **(Please refer to Map 3 for more detail):**

North: *The properties to the north across 21<sup>st</sup> Street Drive SE are zoned Industrial (IND);*

South: *The properties to the south are zoned Industrial (IND);*

East: *The properties to the east are zoned Industrial (IND); and*

West: *The properties to the west across 23<sup>rd</sup> Street Court SE are zoned High Density Residential – 4 (R-4).*

4. The suitability of the subject property for the uses permitted under the existing and proposed zoning classification:

*The subject property is currently zoned High Density Residential – 4 (R-4). The request is to rezone the property to Industrial (IND). With regards to suitability of uses permitted under the existing zoning classification, the subject properties share property lines with existing industrial zoning and industrial land uses. The residential neighborhood where the rezoning area is located is surrounded by industrial zoning and non-residential land-uses. At the point in time when the residential development was constructed 21<sup>st</sup> Street Drive SE had a much different, residential character. However, since this time much of the area along 21<sup>st</sup> Street Drive SE between McDonald Pkwy and 25<sup>th</sup> Street SE has transitioned into an industrial employment center for the City of Hickory. While the current residences could remain in perpetuity, the property which they occupy lends itself more to non-residential land-uses than residential land-uses.*

5. The extent to which zoning will detrimentally affect properties within the general vicinity of the subject property:

*Most, if not all, zoning map amendments (rezonings) possess the potential to detrimentally impact properties in their general vicinity. However; many of these potential impacts can be properly mitigated through site design and attention to detail during the permitting process. During the site design and permitting process attention is given to ensuring different types of land use can co-exist with one another to the maximum extent practical. This can be accomplished utilizing proper buffering, landscaping, stormwater control, and building setback standards; which are already in place.*

6. The extent to which the proposed amendment (zoning map) will cause public services including roadways, storm water management, water and sewer, fire and police protection to fall below acceptable levels.

*The subject property is located on 21<sup>st</sup> Street Drive SE, which is a thoroughfare connecting Tate Boulevard and US Hwy 70. Transportation infrastructure currently in place in the area is sufficient to handle the type of development possible on the subject properties.*

*Public utilities (water and sewer) are present in the vicinity, and service to the industrial building located at 830 21<sup>st</sup> Street Drive SE has already been established.*

*Fire protection is currently available, with a station being located approximately 1.4 miles to the southeast (Station 5 – Fairbrook).*

7. The proposed amendment (zoning map) will protect the public health, safety, and general welfare.

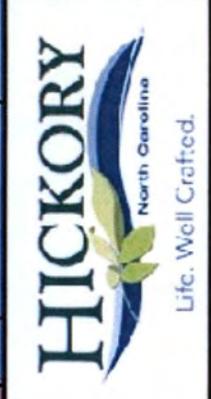
*The property in question is located within an area where the City's comprehensive plan, Hickory by Choice 2030, anticipated providing additional properties for industrial development. Any future development that occurs of the subject properties as the result of the zoning map amendment, will be required to be adhere to regulations related to zoning, building and fire code, traffic, stormwater, etc.; which will work in conjunction with one another to ensure the health and safety of residents and visitors are properly protected.*

#### **RECOMMENDED ACTION:**

The Hickory Regional Planning Commission conducted a public hearing on February 24, 2016 to consider the petition. During the public hearing the agent spoke in favor of the petition, while no one spoke in opposition. Upon closing the public hearing, the Hickory Regional Planning Commission voted unanimously (7-0) to affirm the petition's consistency with the Hickory by Choice 2030 Comprehensive Plan, and recommended City Council approval of the petition. Staff concurs with the Commission's findings and recommendations.

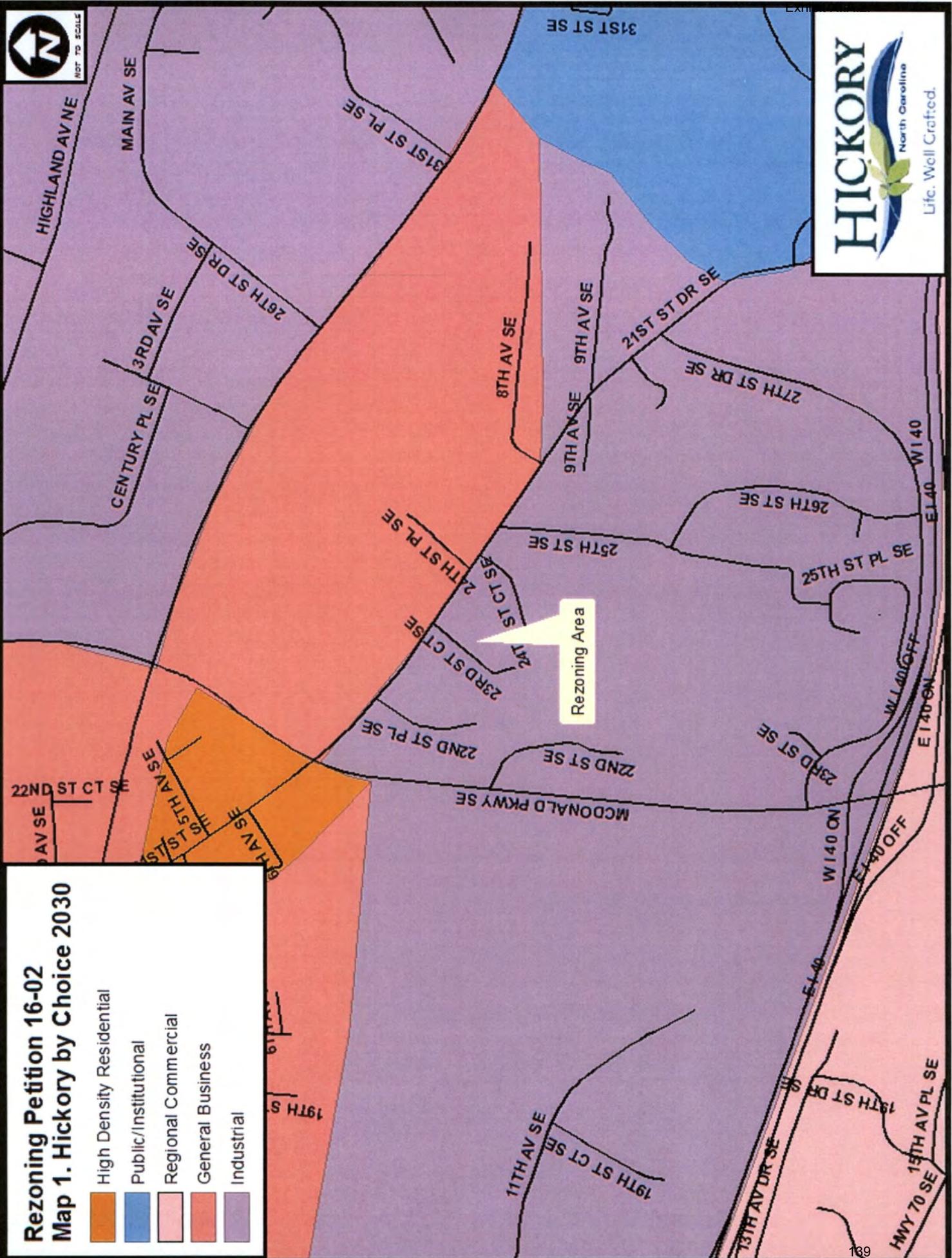
#### **CITIZEN INPUT:**

As of the date of this report (3/24/2016), staff has received three (3) public inquiries regarding this rezoning petition. None of these inquiries indicated opposition to the petition. The inquiries were general questions about the public notices that were mailed, the location of the subject properties, and the intent of the petition.



**Rezoning Petition 16-02**  
**Map 1. Hickory by Choice 2030**

-  High Density Residential
-  Public/Institutional
-  Regional Commercial
-  General Business
-  Industrial

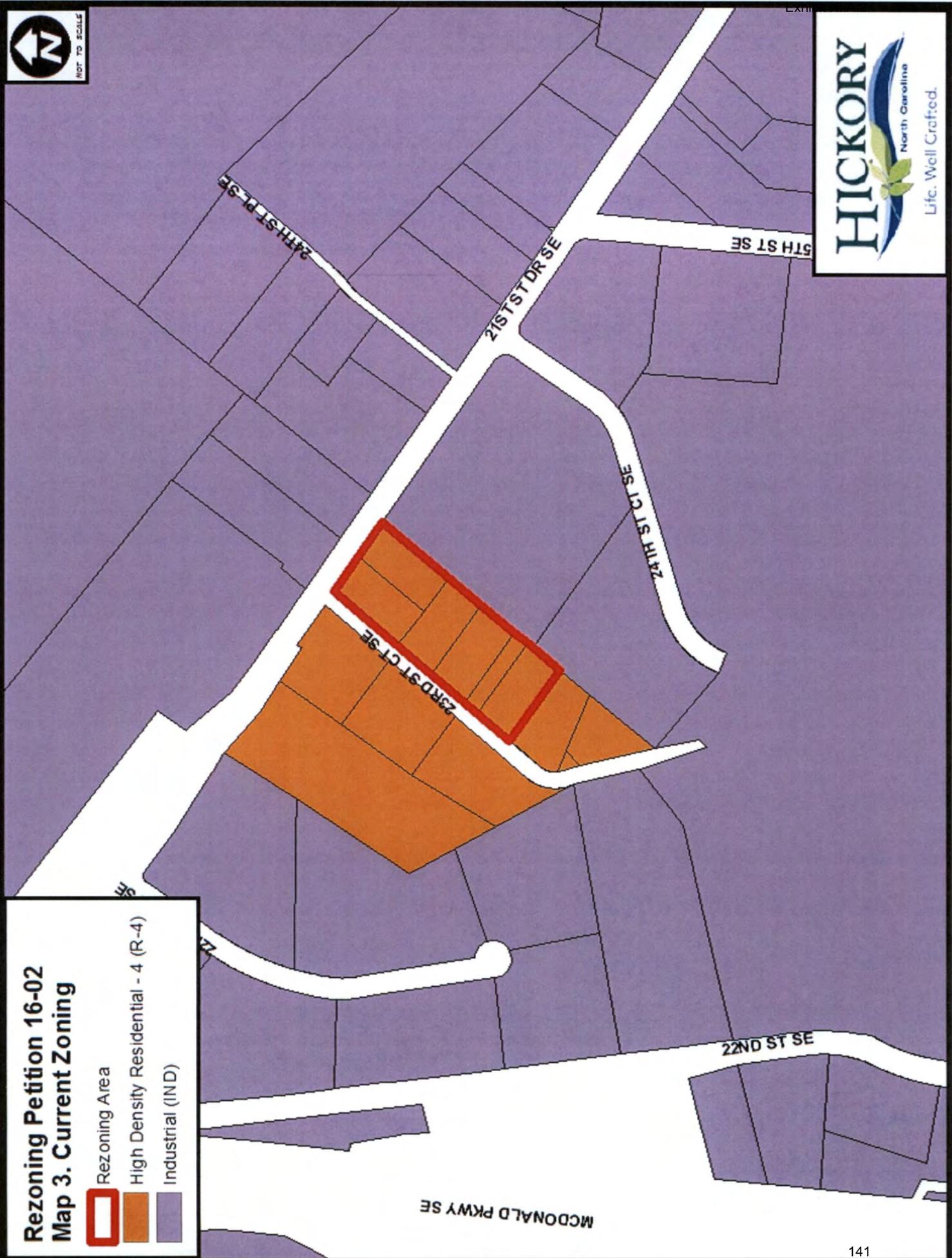


Rezoning Area



**Rezoning Petition 16-02**  
**Map 2. Aerial Photo (2014)**

 Rezoning Area



**Rezoning Petition 16-02  
Map 3. Current Zoning**

-  Rezoning Area
-  High Density Residential - 4 (R-4)
-  Industrial (IND)

## ORDINANCE NO. \_\_\_\_\_

**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 21<sup>st</sup> 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-uses 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.

ORDAINED by the City Council of Hickory, North Carolina, this, the \_\_\_\_ day of \_\_\_\_\_, 2016.

(SEAL)

**THE CITY OF HICKORY**, a  
North Carolina Municipal Corporation

**Attest:**

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

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

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, 2016.

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



ORDINANCE NO. \_\_\_\_\_  
HICKORY CITY COUNCIL  
Page 3 of 3