

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

**August 16, 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

August 16, 2016  
7:00 p.m.

- I. Call to Order
- II. Invocation by Rev. Lori Blocker, Associate Pastor for Pastoral Care, Corinth Reformed Church
- III. Pledge of Allegiance
- IV. Special Presentations
- V. Persons Requesting to Be Heard
- VI. Approval of Minutes
  - A. Special Meeting of July 29, 2016. **(Exhibit VI.A.)**
  - B. Regular Meeting of August 2, 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. Acceptance of a Temporary Construction Easement for the Property of Jacomine Investments, LLC, PIN 3703-19-50-1115 for Installation of Utilities Infrastructure. **(First Reading Vote: Unanimous)**
  - B. Acceptance of a Temporary Construction Easement and Permanent Storm Drainage Easement for the Property of Jacomine Investments, LLC, PIN 3702-07-59-1955 for Installation of Utilities Infrastructure. **(First Reading Vote: Unanimous)**
  - C. Acceptance of a 7.5 foot Temporary Construction Easement for the Property of Arthur Plaster and wife, Nancy Plaster Described as PIN 3703-19-50-1165 for Installation of Utilities. **(First Reading Vote: Unanimous)**
  - D. Acceptance of a 25 foot Temporary Construction Easement and a 25 foot Permanent Sanitary Sewer Line Easement for the Property of Sharon Ann Hahn Described as PIN 3724-18-31-6461 for Installation of a Sanitary Sewer Line. **(First Reading Vote: Unanimous)**
  - E. Approval to Purchase Two 2017 F150 Extended Cab Trucks for the Fire Department's Fire and Life Safety Division from Asheville Ford in the Amount of \$22,191.45 each. **(First Reading Vote: Unanimous)**

- F. Approval of a Lease Agreement for Property Located at 304 3<sup>rd</sup> Street SW, Hickory to Jamie Janine Reed and Christopher Martin Stevey. **(First Reading Vote: Unanimous)**
  - G. Budget Revision Number 2. **(First Reading Vote: Unanimous)**
  - H. Consideration of Designating Lyerly Full Fashioned Mill as a Local Historic Landmark. **(First Reading Vote: Unanimous)**
  - I. Agreement with North Carolina Department of Transportation for Repairs to the “Sinkhole Property” on Highway 70. **(First Reading Vote: Unanimous)**
  - J. Budget Revision Number 3. **(First Reading Vote: Unanimous)**
- VIII. Consent Agenda: All items below are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests. In which event, the item will be removed from the Consent Agenda and considered under Item IX.
- A. Call for a Public Hearing – Consideration of Rezoning Petition 16-04, Petitioned by George Condeelis, Joseph Condeelis, Dianne Davenport, and Rosemary Penland for the Rezoning of Approximately Six Acres of Three Contiguous Properties Located at 3165, 3179, and 3181 S NC 127 Highway. The Petition is to Rezone the Properties from Low Density Residential (R-1) to Commercial Corridor (CC-2) **(Authorize Public Hearing for September 6, 2016, at 7:00 p.m. in Council Chambers of the Julian G. Whitener Municipal Building). (Exhibit VIII.A.)**
  - B. Call for a Public Hearing – Consideration of Rezoning Petition 16-05, Petitioned by FJS & JC, LLC for the Rezoning of 1.014 Acres of Two Portions of Property Located at 5251 Hickory Boulevard. The Petition is to Rezone the Property from General Business (C-2) to Medium Density Residential – 2 (R-2) **(Authorize Public Hearing for September 6, 2016, at 7:00 p.m. in Council Chambers of the Julian G. Whitener Municipal Building). (Exhibit VIII.B.)**
  - C. Approval to Purchase 75 Dell Latitude 14 Rugged Laptops from GovConnection at a Total Cost of \$115,857.75. **(Exhibit VIII.C.)**

*Recent security and capability upgrades to the Hickory Police Department’s mobile technology platform make it necessary to have mobile computers in the field that are powerful enough to run the programs utilized by patrol officers and operate effectively in a harsh environment. The purchase of these laptops is a necessary step in a larger budgeted project for this fiscal year to add internet access to all patrol units. This will allow officers in the field to access a host of internet based applications to assist in investigations and officer safety. These laptops are ruggedized and are powerful enough to allow officers to write incident and accident reports, connect to several regional law enforcement data sharing networks, write electronic tickets, receive important information about callers or locations they are dispatched to, and have access to electronic departmental resources out in the field. The Dell Latitude 14 Rugged best meets the needs of officers in regards to form, price, warranty, and service. By purchasing from GovConnection the City receives the discount pricing already gained through a governmental bid process ensuring the lowest possible price. Hickory Police Department requests Council’s approval of the purchase of 75 Dell Latitude 14 Rugged laptops from GovConnection at a total cost of \$115,857.75. Funds are budgeted in FY16/17 for this purchase.*
  - D. Special Event Activities Application Safe Harbor Rescue Mission Bedspread Derby, Laura Garland, Volunteer for Safe Harbor Rescue Mission, August 20, 2016, 7:00 a.m. to 3:00 p.m., Transportation Insight, 310 South Main Avenue Way SE. **(Exhibit VIII.D.)**

- E. Special Event Activities Application Ridgeview Community Block Party 2016, MPO Michael Crisp, Hickory Police Department, August 25, 2016, 5:00 p.m. to 10:00 p.m., Taft Broom Park, 115 7<sup>th</sup> Avenue SW. **(Exhibit VIII.E.)**

- F. Acceptance of a Temporary Construction Easement and Permanent Easement for the Property of Capital Concepts Properties Limited Partnership Described as PIN 3702-13-14-6529. **(Exhibit VIII.F.)**

*Staff requests acceptance of a temporary construction easement and a permanent easement for the property of Capital Concepts Properties Limited Partnership described as PIN 3702-13-14-6529 for installation of utilities infrastructure. The easements are necessary for completion of the Geitner Basin Replacement/Rehabilitation Project. This project is completely funded through a loan to the City as a State Revolving Loan by NCDEQ-IFS in 2016 in the amount of \$3.5 million dollars. The easement was negotiated for a total sum of recording fees in exchange for the easement. Staff recommends acceptance of a temporary construction easement and a permanent easement for the property of Capital Concepts Properties Limited Partnership described as PIN 3702-13-14-6529 for installation of utilities infrastructure.*

- G. Acceptance of a Temporary Construction Easement and Permanent Easement for the Property of Gateway 4 Properties, LLC Described as PIN 3702-09-15-6460. **(Exhibit G.)**

*Staff requests acceptance of a temporary construction easement and a permanent easement for the property of Gateway 4 Properties, LLC described as PIN 3702-09-15-6460 for installation of utilities infrastructure. The easements are necessary for completion of the Geitner Basin Replacement/Rehabilitation Project. This project is completely funded through a loan to the City as a State Revolving Loan by NCDEQ-IFS in 2016 in the amount of \$3.5 million dollars. The easement was negotiated for a total sum of recording fees in exchange for the easement. Staff recommends acceptance of a temporary construction easement and a permanent easement for the property of Gateway 4 Properties, LLC described as PIN 3702-09-15-6460 for installation of utilities infrastructure.*

- H. Acceptance of a Temporary Construction Easement and Permanent Easement for the Property of Walter Stephen Ikerd Described as PIN 3702-13-14-4561. **(Exhibit VIII.H.)**

*Staff requests acceptance of a temporary construction easement and a permanent easement for the property of Walter Stephen Ikerd described as PIN 3702-13-14-4561 for installation of utilities infrastructure. The easements are necessary for completion of the Geitner Basin Replacement/Rehabilitation Project. This project is completely funded through a loan to the City as a State Revolving Loan by NCDEQ-IFS in 2016 in the amount of \$3.5 million dollars. The easement was negotiated for a total sum of recording fees in exchange for the easement. Staff recommends acceptance of a temporary construction easement and a permanent easement for the property of Walter Stephen Ikerd described as PIN 3702-13-14-4561 for installation of utilities infrastructure.*

- I. Acceptance of a Temporary Construction Easement and Permanent Easement for the Property of Record Properties, Inc. Described as PIN 3703-19-50-1523. **(Exhibit VIII.I.)**

*Staff requests acceptance of a temporary construction easement and a permanent easement for the property of Record Properties, Inc. described as PIN 3703-19-50-1523 for installation of utilities infrastructure. The easements are necessary for completion of the Central Business District Infrastructure Replacement and Rehabilitation Project. This project is partially funded by Public Utilities Department Fund Balance and all sanitary sewer improvements are to be funded through a loan to the City as a State Revolving Loan by NCDEQ-IFS in 2016 in the amount of \$1.3641 million dollars. The easement was negotiated for a total sum of recording fees in exchange for the easement. Staff recommends acceptance of a temporary construction easement and a permanent*

easement for the property of Record Properties, Inc. described as PIN 3703-19-50-1523 for installation of utilities infrastructure.

- J. Acceptance of a Temporary Construction Easement for the Property of John G. Millholland, David K. Millholland and Marjorie M. Meyer Described as PIN 3703-19-50-0534. **(Exhibit VIII.J.)**

*Staff requests acceptance of a temporary construction easement for the property of John G. Millholland, David K. Millholland and Marjorie M. Meyer described as PIN 3703-19-50-0534 for installation of utilities infrastructure. The easements are necessary for completion of the Central Business District Infrastructure Replacement and Rehabilitation Project. This project is partially funded by Public Utilities Department Fund Balance and all sanitary sewer improvements are to be funded through a loan to the City as a State Revolving Loan by NCDEQ-IFS in 2016 in the amount of \$1.3641 million dollars. The easement was negotiated for a total sum of recording fees in exchange for the easement. Staff recommends acceptance of a temporary construction easement for the property of John G. Millholland, David K. Millholland and Marjorie M. Meyer described as PIN 3703-19-50-0534 for installation of utilities infrastructure.*

- K. Acceptance of a Temporary Construction Easement and Permanent Sanitary Sewer/Storm Drainage Easement for the Property of Alpha Office Group, LLC Described as PIN 3702-07-59-1906. **(Exhibit VIII.K.)**

*Staff requests acceptance of a temporary construction easement and a permanent sanitary sewer/storm drainage easement for the property of Alpha Office Group, LLC described as PIN 3702-07-59-1906 for installation of utilities infrastructure. The easements are necessary for completion of the Central Business District Infrastructure Replacement and Rehabilitation Project. This project is partially funded by Public Utilities Department Fund Balance and all sanitary sewer improvements are to be funded through a loan to the City as a State Revolving Loan by NCDEQ-IFS in 2016 in the amount of \$1.3641 million dollars. The easement was negotiated for a total sum of recording fees in exchange for the easement. Staff recommends acceptance of a temporary construction easement and permanent sanitary sewer/storm drainage easement for the property of Alpha Office Group, LLC described as PIN 3702-07-59-1906 for installation of utilities infrastructure.*

- L. Acceptance of a 25 Foot Temporary Construction Easement and a 25 Foot Permanent Easement for the Property of Jerry Lynn Hefner Described as PIN 3724-18-31-6143. **(Exhibit VIII.L.)**

*Staff requests acceptance of a 25 foot temporary construction easement and a 25 foot permanent easement for the property of Jerry Lynn Hefner described as PIN 3724-18-31-6143 for installation of a sanitary sewer line. The easements are necessary for completion of the Random Woods Subdivision Sanitary Sewer Project. This project was awarded to the City as a State Revolving Grant by NCDENR-DWQ in 2012 in the amount of \$2.946 million dollars. The easement was negotiated for a total sum of \$2,500 and one 4-inch service connection in exchange for the easement. Staff recommends acceptance of a 25 foot temporary construction easement and a 25 foot permanent sanitary sewer line easement for the property of Jerry Lynn Hefner described as PIN 3724-18-31-6143 for installation of a sanitary sewer line.*

- M. Approval of a Resolution to Declare Library Materials as Surplus and Donate the Materials to the Friends of the Library. **(Exhibit VIII.M.)**

*Staff requests approval of a Resolution to declare surplus 8,515 discarded library materials. These materials will be donated to the Friends of the Library to be sold at the Friends October 2016 book sale and/or at the "Corner Book Store" at Patrick Beaver Memorial Library. The sale of the donated and discarded books is the primary fundraising activity of the Friends of the Library, and discarded library materials comprise a significant portion of their inventory. The sale of these items ultimately benefits the*

library and is an appropriate means of disposing of unneeded materials. Staff recommends Council's approval of the Resolution to declare the library materials as surplus and donate the materials to the Friends of the Library for their use at the annual October book sale and/or the "Corner Book Store".

Public Notice advertised on August 6, 2016 in a newspaper having general circulation in the Hickory area.

- N. Acceptance of the Bid and Award the Contract to Maymead, Inc. for Pavement Resurfacing with Fiscal Year 2016-2017 Federal Funds. **(Exhibit VIII.N.)**

Staff requests acceptance of the bid and award of the resurfacing contract utilizing federal funds to the responsible responsive low bidder, Maymead, Inc. for asphalt resurfacing in the amount of \$51.75 per ton for S9.5A asphalt surface, \$51.75 per ton for S9.5B asphalt surface, \$51.75 per ton for S4.75A asphalt surface, \$400 per ton for binder, \$8 per square yard for asphalt milling (100-1,000 square yards), \$4 per square yard for asphalt milling (1,001-3,000 square yards), \$3.50 per square yard for asphalt milling (3,001-6,000 square yards). Staff prepared formal bid documents for an estimated 2,028 tons of asphalt surface course and up to 6,000 square yards of asphalt milling. Three bidders submitted sealed bids: J.T. Russell & Sons, Inc., Maymead, Inc., and Midstate Contractors, Inc. Maymead, Inc. was the lowest bidder with a total bid amount of \$149,525. Contractor's prices are firm until June 30, 2017. Projects will be coordinated and overseen by the City's Engineering Division and Street Division staff for the duration and completion of the resurfacing. Currently, there is \$92,000 in the Community Development Block Grant Public Infrastructure line item, additional unbudgeted program income may be added if it becomes available over the FY 15-16 year. Staff recommends acceptance of the bid and award the contract to Maymead, Inc. for the pavement resurfacing projects.

- O. Acceptance of the Bid and Award the Contract to Maymead, Inc. for Pavement Resurfacing for Fiscal Year 2016-2017. **(Exhibit VIII.O.)**

Staff requests acceptance of the bid and award of the annual resurfacing contract to the responsible responsive low bidder, Maymead, Inc. for asphalt resurfacing in the amount of \$51.75 per ton for S9.5A asphalt surface, \$51.75 per ton for S9.5B asphalt surface, \$51.75 per ton for S4.74A asphalt surface, \$400.00 per ton for binder, \$2.00 per sq. yd. for asphalt milling (1,000-10,000 sq. yds.) and \$1.50 per sq. yd. (10,001-20,000 sq. yds.). Staff prepared formal bid documents for an estimated 10,650 tons of asphalt surface course in place and up to 20,000 square yards of asphalt milling. Four bidders submitted sealed bids: Carolina Paving of Hickory, Inc., J.T. Russell & Sons, Inc., Maymead, Inc., and Midstate Contractors, Inc. Maymead Inc., was the lowest bidder with a total bid amount of \$777,500 (\$338,750 for the Fall 2016 Schedule, and \$388,750 for the Spring 2017 Schedule). Contractor's prices are firm until June 30, 2017. Projects will be coordinated and overseen by the City's Engineering Division and Street Division staff for the duration and completion of the resurfacing. This work is budgeted in the Street Division's fiscal year 2016-2017 budget. Staff recommends acceptance of the bid and award the contract to Maymead, Inc. for the annual resurfacing projects.

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

The following request was considered by the Citizens' Advisory Committee at their regular meeting on August 4 2016:

- Vickie Pope, 1015 22<sup>nd</sup> Street NE, Hickory, was awarded a City of Hickory's Housing Rehabilitation Loan in the amount of \$9,086.00. She received the loan in 2004 and has made payments in a timely manner. The loan amount to date is \$4,327.65. Ms. Pope is in need of replacing her heat system in the house. The Citizen's Advisory Committee recommends approval to increase her loan to \$10,000.00. This would include the remaining \$4,327.65 currently owed with an

additional \$5,672.35.

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

*Each of the following applicants are being recommended for approval for assistance under the City of Hickory's 2015 and 2016 Urgent Repair Program. This program provides qualified low income citizens with assistance for emergency-related repairs not to exceed \$8,000.*

- *Eula Ruff, 226 8<sup>th</sup> Avenue SE, Hickory*
- *Kevin Lackey, 950 13<sup>th</sup> Street SE, Hickory*

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

Q. Budget Revision Number 4. **(Exhibit VIII.Q.)**

1. *To recognize and appropriate a \$290.00 donation to the Library by Quest Book Club for the purchase of large-print books.*
2. *To recognize and appropriate insurance-claims revenue of \$9,538 into the Water & Sewer Fund for damages sustained to a truck on July 28, 2016.*
3. *To appropriate \$7,459 in leftover donation and registration funds received by Parks & Recreation for the 2015-16 Senior Games. These funds rolled into General Fund Balance at fiscal year-end and will therefore be appropriated back into the Recreation (010-6200) departmental budget.*

IX. Items Removed from Consent Agenda

X. Informational Item

- A. Report of Alderman Guess' Travel to Washington, D.C. July 14, 2016 (Flight - \$1,026.34; Meal Per Diem - \$33). **(Exhibit X.A.)**
- B. Report of Alderman Tarlton's Travel to Washington, D.C. July 14, 2016 (Flight - \$1,026.34; Meal Per Diem - \$33, Uber/Taxi - \$50.07). **(Exhibit X.B.)**
- C. Report of Mayor Wright's Travel to Washington, D.C. July 14, 2016 (Flight - \$1,026.34; Meal Per Diem - \$33). **(Exhibit X.C.)**

XI. New Business:

A. Public Hearings

1. Consideration of a Voluntary Contiguous Annexation of Property owned by Michael and Louise Maguth, 1730 30<sup>th</sup> Avenue Court NE. **(Exhibit XI.A.1.)**

*Michael and Louise Maguth submitted a petition for the voluntary contiguous annexation of 1.005 acres of property located at 1730 30<sup>th</sup> Avenue Court NE. The annexation area is the proposed location of a single-family residence. The annexation is being requested in order to gain water and sewer service from the City of Hickory. The subject property is currently located within the City's extra-territorial jurisdictional area (ETJ), and zoned Medium Density Residential – 2 (R-2). The petitioner has requested the property retain its current zoning classification upon annexation. The current tax value of the vacant land is \$24,800. If annexed with its present value, the property would generate approximately \$140.50 in additional tax revenues. The estimated tax values of the five adjacent single-family residences is currently \$269,660. If the residence constructed on the proposed property holds a similar tax value, then the tax*

revenue would increase to \$1,527.62. Staff finds the petition to be in conformity with applicable statutes, and recommends approval of the voluntary annexation petition.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on August 5, 2016.

2. Consideration of Petition 16-02 for Installation of Curb and Gutter along a Portion of the North Side of the 3300 Block of 48<sup>th</sup> Avenue Lane NE. **(Exhibit XI.A.2.)**

The City Clerk received a petition from the owner of property along the north side of the 3300 block of 48<sup>th</sup> Avenue Lane NE to install curb and gutter along a portion of their street as per Section 29-2 of the Hickory Code of Ordinance. The petitioner(s) represents a majority, greater than 50 percent of the property owner(s) as well as a majority, greater than 50 percent, of the property footage of the property frontage requested in the petition and therefore qualifies as a valid petition. The City Clerk certified that notification of the public hearing on the preliminary assessment roll resolution was mailed to the owner of the property subject to assessment. Staff recommends Council's approval of the Resolution Directing that the Street Improvements Project Be Undertaken.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on July 22, 2016.

B. Departmental Reports:

1. Southside Brownfields Area-Wide Project Update. **(Exhibit XI.B.1)**

The Brownfields Area-wide Planning Grant provides grants of up to \$200,000 to develop a plan for a small area that contains multiple known or suspect Brownfield sites. The grant is focusing on an area that generally includes the area of US 70 between US 321 and South Center Street. The City has established a Brownfield Advisory Group, has identified several catalyst sites, hired consultants, initiated a community engagement plan, and completed a base marketing and economic development study in the first year of the two year grant.

The Planning staff will hold planning workshops on August 23 through August 25, 2016 with the local community to plan for the beneficial reuse of brownfield sites along the Hwy 70 corridor and surrounding neighborhoods.

2. Appointments to Boards and Commissions

**BOND IMPLEMENTATION COMMISSION**

(Terms Expiring 2-1; 3 Year Terms) (Appointed by City Council)

Mayor's Appointment

Unexpired Term of Charlie Dixon (2-1-19)

Community Relations Council appointed Crystal Killian as the ex-officio representative on the Bond Implementation Commission to fulfill the unexpired term of Adelia Parrado-Ortiz who resigned.

**BUSINESS DEVELOPMENT COMMITTEE**

(Terms Expiring 6-30; 2 Year Terms) (Appointed by City Council)

At-Large (Council Appoints)

VACANT

**CITIZENS ADVISORY COMMITTEE**

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

At-Large (Council Appoints)

VACANT

At-Large (Council Appoints)

VACANT

**COMMUNITY APPEARANCE COMMISSION**

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)  
Ward 3 (Seaver Appoints) VACANT  
Ward 4 (Guess Appoints) VACANT  
At-Large (Outside City but within Hickory Regional Planning Area)  
(Council Appoints) VACANT  
At Large (Council Appoints) VACANT

**COMMUNITY RELATIONS COUNCIL**

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

Mayor Wright to nominate David Walker as Caucasian Representative on the Community Relations Council.

**HICKORY REGIONAL PLANNING COMMISSION**

(Terms Expiring 6-30; 3-Year Terms With Unlimited Appointments)  
(Appointed by City Council)  
Ward 2 (Tarlton Appoints) VACANT  
Burke County (Mayor to Nominate) VACANT

**HISTORIC PRESERVATION COMMISSION**

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)  
Historic Properties (Council Appoints) VACANT  
Building Trades Profession (Council Appoints) VACANT  
At-Large (1) (Council Appoints) VACANT

Mayor Wright to nominate Nancy Zagaroli as Historic Properties representative for the Historic Preservation Commission.

**INTERNATIONAL COUNCIL**

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

**LIBRARY ADVISORY BOARD**

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)  
Ward 4 (Guess Appoints) VACANT  
At-Large (Mayor Appoints) VACANT

**PARKS AND RECREATION COMMISSION**

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)  
At-Large (2) (Council Appoints) VACANT  
At-Large (3) (Council Appoints) VACANT

**PUBLIC ART COMMISSION**

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

**PUBLIC HOUSING AUTHORITY**

(Terms Expiring 6-30; 5-Year Terms) (Appointed by the Mayor)  
Position 9 VACANT

**RECYCLING ADVISORY BOARD**

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)  
Ward 2 (Tarlton Appoints) VACANT  
Ward 3 (Seaver Appoints) VACANT  
Ward 4 (Guess Appoints) VACANT

At-Large (Council Appoints)  
At-Large (Council Appoints)

VACANT  
VACANT

**YOUTH COUNCIL**

(Terms Expiring 6-30; 1-Year Terms) (Appointed by City Council)

The Youth Council Applicant Review Committee Makes the Following Recommendation for Appointment to the Youth Council:

Emma Lail (At-Large Representative)  
Lorenzo Nigrelli (At-Large Representative)  
Michael Sumpter (St. Stephens High School Representative)

St. Stephens High School Representatives	2 Positions VACANT
At-Large Representatives	3 Positions VACANT
Challenger High School Representative	1 Position VACANT

- C. Presentation of Petitions and Requests
- XII. Matters Not on Agenda (requires majority vote of Council to consider)
- XIII. General Comments by Members of Council, City Manager or City Attorney of a Non-Business Nature
- XIV. Closed Session Per NC General Statutes 143-318.11(a)(1)(3) to consult with the attorneys regarding the following: (Action on these items, if any, will occur in Open Session)
1. Approval of Closed Session Minutes of July 29, 2016, and August 2, 2016 - NCGS §143-318.11(a)(1)
  2. Discussion of Litigation - Willie James Grimes vs. City of Hickory, et. al. File No. 5:14-CV-160 - NCGS §143-318.11(a)(3)
  3. Discussion of Potential Litigation - NCGS §143-318.11(a)(3)
- XV. Adjournment

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

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

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

July 29, 2016

A Special Meeting of the City Council of the City of Hickory was held in the Council Chamber of the Municipal Building on Friday, July 29, 2016 at 2:00 p.m., with the following members present:

Brad Lail	Rudy Wright	Hank Guess
Vernon Tarlton	Aldermen	David Zagaroli
Danny Seaver		

A quorum was present.

Also present were: Interim City Manager Andrea Surratt, Assistant City Manager Rodney Miller, City Attorney John Crone, Governmental Affairs Manager Yaidee Fox, and City Clerk Debbie D. Miller

- I. Mayor Wright called the meeting to order. All Council members were present except for Alderwoman Patton
- II. Closed Session Per NC General Statute 143-318.11(a)(3) to consult with the attorneys regarding the following: (Action on these items, if any, will occur in Open Session)
  - 1. Discussion of Litigation – Willie James Grimes vs City of Hickory, et. al. File No. 5:14-CV-160 – NCGS §143-318.11(a)(3)
  - 2. Discussion of Potential Litigation - NCGS §143-318.11(a)(3)

Alderman Guess moved that Council go into closed session to consult with the attorneys to discuss the items listed above, seconded by Alderman Zagaroli. The motion carried unanimously.

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

City Council returned to open session at approximately 4:44 p.m.

No action was taken upon return to open session.

- III. There being no further business, the meeting adjourned at 4:44 p.m.

\_\_\_\_\_  
Mayor

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

A Regular Meeting of the City Council of the City of Hickory was held in the Council Chamber of the Municipal Building on Tuesday, August 2, 2016 at 7:00 p.m., with the following members present:

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

A quorum was present.

Also present were: Interim City Manager Andrea Surratt, Assistant City Manager Rodney Miller, Deputy City Attorney Arnita Dula, City Attorney John W. Crone, III, Deputy City Clerk Cari Burns and City Clerk Debbie D. Miller

- I. Mayor Wright called the meeting to order. All Council members were present except for Alderwoman Patton
- II. Invocation by Alderman Seaver
- III. Pledge of Allegiance
- IV. Special Presentations
- V. Persons Requesting to Be Heard
- VI. Approval of Minutes

A. Regular Meeting of July 19, 2016

Alderman Seaver moved, seconded by Alderman Zagaroli that the Minutes of July 19, 2016 be approved. The motion carried unanimously.

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

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

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

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

- A. Acceptance of an Offer to Purchase Property, PIN 3724-18-31-3226, in the Amount of \$6,000, Located East of 25<sup>th</sup> Street NE, Hickory. (First Reading Vote: Unanimous)
- B. Approval of the Community Development Block Grant Funding Agreement between the City of Hickory and Greater Hickory Cooperative Christian Ministry. (First Reading Vote: Unanimous)
- C. Approval of the Community Development Block Grant Funding Agreement between the City of Hickory and Habitat for Humanity of the Catawba Valley, Inc. (First Reading Vote: Unanimous)
- D. Approval of the Application Development Contract in the Amount of \$87,996 with Western Piedmont Council of Governments to Provide Continued Services and Support for Fiscal Year 2016/2017. (First Reading Vote: Unanimous)
- E. Approval of the Technical Assistance Services Contract in the Amount of \$74,340 with Western Piedmont Council of Governments to Provide Continued Services and Support for Fiscal Year 2016/2017. (First Reading Vote: Unanimous)
- F. Approval of the Renewal of the Agreement with Western Piedmont Council of Governments to Support the Western Piedmont Stormwater Partnership for Phase II Public Education. (First Reading Vote: Unanimous)
- G. Approval to Retire Police Canine Gino and an Agreement to Allow Police Canine Gino to be adopted by Handler MPO Marcus Chapman. (First Reading Vote: Unanimous)
- H. Budget Revision Number 1. (First Reading Vote: Unanimous)
- I. Approval of a Memorandum of Understanding with Habitat for Humanity of the Catawba Valley, Inc. for the Housing Rehabilitation Programs. (First Reading Vote: Unanimous)

- VIII. Consent Agenda: All items below are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council

Member so requests. In which event, the item will be removed from the Consent Agenda and considered under Item IX.

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

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

- A. Called for a Public Hearing – Voluntary Contiguous Annexation of Property owned by Michael and Louise Maguth, 1730 30<sup>th</sup> Avenue Court NE. (Authorize Public Hearing for August 16, 2016, at 7:00 p.m. in Council Chambers of the Julian G. Whitener Municipal Building).

RESOLUTION NO. 16-15  
 RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION RECEIVED  
 UNDER G.S. 160A-31 AND/OR 160A-58.1, AS AMENDED

WHEREAS, a petition from Michael Maguth and wife, Louise Maguth requesting annexation of an area described in a petition was received on June 28, 2016 by the City Council of the City of Hickory; and

WHEREAS, G.S. 160A-31 and G.S. 160A-58.1 provide that the sufficiency of the petition shall be investigated by the Clerk before further annexation proceedings may take place; and

WHEREAS, the City Council of the City of Hickory deems it advisable to proceed in response to this request for annexation.

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

THAT, the Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the City Council the result of her investigation.

CERTIFICATE OF SUFFICIENCY

TO THE CITY COUNCIL OF THE CITY OF HICKORY, NORTH CAROLINA:

I, Debbie D. Miller, City Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-31 and/or G.S. 160A-58.1, as amended:

1730 30th Avenue Court NE, Hickory, NC, containing one acre more or less

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Hickory this 12th July, 2016.

/s/ Debbie D. Miller, City Clerk

RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION,  
 PURSUANT TO G.S. 160A-31 OR G.S. 160A-58.1, AS AMENDED

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the City Council of the City of Hickory has, by Resolution, directed the clerk to investigate the sufficiency thereof; and

WHEREAS, certification by the Clerk as to the sufficiency of said petition has been made.

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

Section 1: That a public hearing on the question of annexation of the area described herein will be held at 7:00 p.m. on August 16, 2016 in the Council Chambers of the Julian G. Whitener Municipal Building, located at 76 North Center Street, Hickory, North Carolina.

Section 2: The area proposed for annexation is described as follows:

Property of Michael Maguth and wife, Louise Maguth, located at 1730 30th Avenue Court NE, Hickory, North Carolina, containing one acre more or less.

Section 3: Notice of said public hearing shall be published in The Hickory Daily Record, a newspaper having general circulation in the City of Hickory, at least ten (10) days prior to the date of said public hearing.

RESOLUTION NO. 16-16

A RESOLUTION DETERMINING THE INTENT TO ANNEX INTO THE CORPORATE LIMITS OF THE CITY OF HICKORY CERTAIN PROPERTY OWNED BY MICHAEL MAGUTH AND WIFE, LOUISE MAGUTH AND CALLING FOR A PUBLIC HEARING ON THE SAME

WHEREAS, Michael Maguth and wife, Louise Maguth are the owners of certain real property as described herein, which property is located at 1730 30th Avenue Court NE, Hickory containing 1 acre more or less; and

WHEREAS, such property is immediately adjacent to the existing corporate limits of the City of Hickory; and

WHEREAS, it is in the best interest of the health, safety and well being of the residents of the City of Hickory to annex such property into the corporate limits of the City of Hickory as authorized by N.C.G.S. Section 160A-31; and

NOW, THEREFORE BE IT RESOLVED by the Hickory City Council, sitting in open session this 2nd day of August 2016, at a regularly scheduled meeting of the governing body of said Council, duly called and posted in accordance with the statutes of the State of North Carolina, as follows:

Section 1: That the Hickory City Council does determine that it is in the best interest of the health, safety and well-being of the residents of the City of Hickory to annex the property described hereinafter into the corporate limits of the City of Hickory.

Section 2: That a public hearing on the question of annexation of the area described herein will be held at 7:00 p.m. on August 16, 2016, in the Council Chamber of the Julian G. Whitener Municipal Building, located at 76 North Center Street, Hickory, North Carolina.

Section 3: The same being that property reflected on a maps entitled Maguth – Voluntary Annexation Map 1, Existing City Boundary, outlined in red; Maguth – Voluntary Annexation Map 2, Surrounding Land Uses, subject property outline in red; Maguth – Voluntary Annexation, Map 3, Current Zoning, subject property outlined in red; and Maguth – Voluntary Annexation, Map 4, Hickory by Choice 2030, annexation area shown on map.

Section 4: Notice of said public hearing shall be published in The Hickory News, a newspaper having general circulation in the City of Hickory, at least ten (10) days prior to the date of said public hearing.

B. Accepted on First Reading a Temporary Construction Easement for the Property of Jacomine Investments, LLC, PIN 3703-19-50-1115 for Installation of Utilities Infrastructure.

Staff requests acceptance of a temporary construction easement located on either side of the existing infrastructure easements for the property of Jacomine Investments, LLC described as PIN 3703-19-50-1115 for installation of utilities infrastructure. The temporary easement is necessary for completion of the Central Business District infrastructure replacement and rehabilitation project. This project is partially funded by Public Utilities Department Fund Balance and all sanitary sewer improvements are to be funded through a loan to the City as a State Revolving Loan by NCDEQ-IFS in 2016 in the amount of \$1.3641 million dollars. This easement is necessary for the construction of the infrastructure required to serve this area and will not increase the cost of this construction project. The easement was negotiated for a total sum of recording fees in exchange for the easement. Staff recommends acceptance of a temporary construction easement for the property of Jacomine Investments, LLC described as PIN 3703-19-50-1115 for installation of utilities infrastructure.

C. Accepted on First Reading a Temporary Construction Easement and Permanent Storm Drainage Easement for the Property of Jacomine Investments, LLC, PIN 3702-07-59-1955 for Installation of Utilities Infrastructure.

Staff requests acceptance of a temporary construction easement and a permanent storm drainage easement located on either side of the existing infrastructure easements for the property of Jacomine Investments, LLC described as PIN 3702-07-59-1955 for installation of utilities infrastructure. The temporary and permanent easements are necessary for completion of the Central Business District infrastructure replacement and rehabilitation project. This project is partially funded by Public Utilities Department Fund Balance and all sanitary sewer improvements are to be funded through a loan to the City as a State Revolving Loan by NCDEQ-IFS in 2016 in the amount of \$1.3641 million dollars. These easements are necessary for the construction of the infrastructure required to serve this area and will not increase the cost of this construction project. These easements were negotiated for a total sum of recording fees in exchange for the easements. Staff recommends acceptance of a temporary construction easement and a permanent storm drainage easement for the property of Jacomine Investments, LLC described as PIN 3702-07-59-1955 for installation of utilities infrastructure.

- D. Accepted on First Reading a 7.5 foot Temporary Construction Easement for the Property of Arthur Plaster and wife, Nancy Plaster Described as PIN 3703-19-50-1165 for Installation of Utilities.

Staff requests acceptance of a 7.5 foot temporary construction easement for the property of Arthur Plaster and wife, Nancy Plaster described as PIN 3703-19-50-1165 for installation of utilities infrastructure. This temporary easement is necessary for completion of the Central Business District infrastructure replacement and rehabilitation project. This project is partially funded by Public Utilities Department Fund Balance and all sanitary sewer improvements are to be funded through a loan to the City as a State Revolving Loan by NCDEQ-IFS in 2016 in the amount of \$1.3641 million dollars. This easement is necessary for the construction of the infrastructure required to serve this area and will not increase the cost of this construction project. The easement was negotiated for a total sum of recording fees in exchange for the easement. Staff recommends acceptance of a 7.5 foot temporary construction easement for the property of Arthur Plaster, and wife Nancy Plaster described as PIN 3703-19-50-1165 for installation of utilities infrastructure.

- E. Accepted on First Reading a 25 foot Temporary Construction Easement and a 25 foot Permanent Sanitary Sewer Line Easement for the Property of Sharon Ann Hahn Described as PIN 3724-18-31-6461 for Installation of a Sanitary Sewer Line.

Staff requests acceptance of a 25 foot temporary construction easement and a 25 foot permanent sanitary sewer line easement for the property of Sharon Ann Hahn described as PIN 3724-18-31-6461 for installation of a sanitary sewer line. This temporary and permanent easements are necessary for completion of the Random Woods Subdivision sanitary sewer project. This project was awarded to the City as a State Revolving Grant by NCDENR-DWQ in 2012 in the amount of \$2.946 million dollars. These easements are necessary for the construction of the infrastructure required to serve this area with sanitary sewer and will not increase the cost of this construction project. These easements were negotiated for one 4-inch sewer service connection in exchange for the easements. Staff recommends acceptance of a 25 foot temporary construction easement and a 25 foot permanent sanitary sewer line easement for the property of Sharon Ann Hahn described as PIN 3724-18-31-6461 for installation of a sanitary sewer line.

- F. Approved the Renewal of Taxicab and Other Passenger Vehicles for Hire Franchises.

Company	Taxicabs	Passenger Vehicle for Hire
Platinum Limousine LLC	0	3
Total	0	3

Annually, companies apply for a renewal of their Certificate of Convenience and Necessity for the operation of taxicabs and other vehicles for hire.

- G. Approved the Special Event Activities Application Car Show for Special Olympics North Carolina, Lieutenant Cam Anderson, Hickory Police Department/Cosmo Motors – benefit Special Olympics North Carolina, September 10, 2016, 2:00 p.m. to 10:00 p.m., L.P. Frans Stadium, 2500 Clement Boulevard NW, Hickory.
- H. Approved the Special Event Activities Application NBC Olympic Pep Rally, Hannah Welker, Reporter, WCNC/NBC Charlotte, August 12, 2016, 4:15 p.m. to 6:30 p.m., Sails on the Square.
- I. Approved on First Reading the Purchase of Two 2017 F150 Extended Cab Trucks for the Fire Department’s Fire and Life Safety Division from Asheville Ford in the Amount of \$22,191.45 each.

The Fire Department will be replacing two passenger vehicles from its fleet with two 2017 Ford F150 extended cab trucks in the amount of \$22,191.45 each. These trucks were bid

out under the existing North Carolina Sheriffs' Association bid award #16-02-0929, in which Asheville Ford was awarded the contract. The new trucks will be utilized daily by the Fire and Life Safety Division of the Fire Department for transporting personnel in their duties of fire inspections of local businesses, fire investigations, and fire education programs. Staff recommends authorization to purchase the two trucks through Asheville Ford within the guidelines of the bid award and the City of Hickory's procurement laws. Funds are budgeted in fiscal year 2016/2017 Capital Outlay to purchase these vehicles.

- J. Approved on First Reading a Lease Agreement for Property Located at 304 3<sup>rd</sup> Street SW, Hickory to Jamie Janine Reed and Christopher Martin Stevey.

Hickory Police Department purchased and renovated the property at 304 3<sup>rd</sup> Street SW Hickory. The property is adjacent to the current 6.18 acres of City owned property and would provide necessary land for any future expansion of the Police Department. The property has three bedrooms, two baths, stove, refrigerator, and microwave. Hickory Police Department requests leasing the property to Jamie Janine Reed and Christopher Martin Stevey in the amount of \$600 per month, beginning November 1, 2016. The tenant will be responsible for all utilities.

- K. Approved on First Reading Budget Revision Number 2.

ORDINANCE NO. 16-32  
BUDGET REVISION NO. 2

BE IT ORDAINED by the Governing Board of the City of Hickory that, pursuant to N.C. General Statute 159.15, the following revision be made to the annual budget ordinance for the fiscal year ending June 30, 2017.

SECTION 1. To amend the General Fund within the FY 2016-2017 Budget Ordinance, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Public Safety	45,284	-
Economic & Community Development	7,510	-
Transportation	163,440	-
TOTAL	216,234	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Sales & Services	13,500	-
Other Financing Sources	202,734	-
TOTAL	216,234	-

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

- IX. Items Removed from Consent Agenda – None

- X. Informational Item

- A. Budget Transfer Report - August 2, 2016

Under Section 22 (b) of the Fiscal Year 2016-2017 Budget Ordinance, the City Manager is authorized to transfer appropriations with a report to City Council as follows:

Section 22 (b): "He may transfer amounts up to \$50,000 between functional areas including contingency appropriations, within the same fund. He must make an official report on such transfers at the next regular meeting of the Governing Board."

The following transfers under this provision occurred during July 2016:

1. To expedite the availability of insurance-claims revenue to the appropriate department, in lieu of a Budget Amendment the City has budgeted specific funds within the Risk Management division which, upon the case-by-case receipt of said revenues, may be transferred as necessary for making repairs and/or replacements in a timely manner.
  - a. July 20, 2016 (BT #2): \$5,193.00 transferred to Fire Department for damages sustained to Ladder Truck #2 when a county EMS unit struck its front bumper on 5-31-16.
  - b. July 25, 2016 (BT #3): \$3,183.00 transferred to Police Department for damages sustained to computer network equipment due to a lightning strike on 5-12-16.

Interim City Manager Andrea Surratt advised City Council that under the change in the Budget Ordinance for fiscal year 2016/2017, the City Manager was authorized to transfer appropriations with a report to City Council. In the budget hearing and in the discussions it was decided that amounts up to \$50,000 between functional areas including contingency appropriations within the same fund could be transferred. That information is shared immediately with City Council at the next regular meeting. She advised there were two items in that category. These items were stemming from insurance claims, emergency situations where equipment/materials, need to be replaced so the services can be delivered seamlessly. The two cases were to have transferred funds from Risk Management. There was funding in Risk Management to cover these types of case by case issues. That would be transferred from Risk Management to the appropriate department. She discussed Item "A", July 20, 2016, in which \$5,193 was transferred to deal with a fire truck that was damaged. Ladder truck two was damaged when a County EMS unit struck the front bumper. Improvements were made to the truck and it was back in service. The City was waiting for the insurance to be paid on that. Similarly, there was a transfer of \$3,183 to the police department for damages to computer network equipment due to a lightning strike. She advised that if the City waited for the receipt of the funds from the insurance, and then go and make those improvements, it often times keeps the City's equipment and vehicles out of service.

Mayor Wright commented that Council needed to consider making the budget ordinance gender neutral.

XI. New Business:

A. Public Hearings

1. Approved on First Reading Consideration of Designating Lyerly Full Fashioned Mill as a Local Historic Landmark.

OHM Holdings recently completed a major rehabilitation of the former Lyerly Full Fashioned Mill building and has petitioned the City of Hickory to designate the parcel as a local historic landmark. The Lyerly Mill was constructed circa the early 1930's. In 2007, the building was listed on the National Register of Historic Places. Using historic tax credits, the property was rehabilitated to become the flagship building for the new Transportation Insight corporate campus. As part of the historic tax credit requirements, the building retained significant architectural features. If designated by Council, any changes to the site or exterior of the building would require a Certificate of Appropriateness (issued by the Historic Preservation Commission). Additionally, the property would be eligible for a 50 percent property tax deferral as long as it retains its historic integrity. This property was most recently assessed at \$2,840,100 by the Catawba County Tax Office. The Historic Preservation Commission conducted a public hearing on the petition on June 28, 2016. The Commission voted unanimously to recommend approval. Staff recommends Council approve the local landmark designation ordinance for the Lyerly Mill property.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on July 22, 2016.

Interim City Manager Andrea Surratt advised the public hearing was for Council's consideration of the designation to the Lyerly Building, also known as the Lyerly Full Fashioned Mill, as a local historic landmark. She advised that Planner Ross Zelenske, and also liaison of the Historic Preservation Commission, would present this item to Council.

Planner Ross Zelenske presented Council with a PowerPoint presentation. He discussed the Lyerly Full Fashioned Mill located at 310 Main Avenue Way SE. The applicant was Toby Tate, agent for Old Hickory Mill Holdings, LLC. The request was to designate the former mill as a local historic landmark. He pointed out on a map the intersection of South 127 and 1<sup>st</sup> Avenue SW heading towards downtown, and to the north the railroad tracks and the location of where the future City walk would be. He pointed out the location of the parcel in which the proposal for a historic landmark was, which included the building and the parcel itself. He showed a photo from 2014 pointing out a metal building. He showed another photo from 2015 after significant renovations had occurred to the structure. He advised that the metal building had been removed and a parking lot had been added which surround the building, and 3<sup>rd</sup> Street had been closed off.

Mr. Zelenske discussed the impacts of the local historic designation. This property was already listed on the National Register of Historic Places, but it would now be recognized as a local historic property. For local historic properties they require a Certificate of Appropriateness (COA) anytime there is any changes to the building or the site itself, such as a major building addition. The Certificate of Appropriateness would go through the Historic Preservation Commission for approval. The designation would allow for deferment of 50 percent of the property's taxes as long as it maintains its historic integrity. In the event that it was to lose its historic integrity or be demolished, the property would be forced to payback three years' worth of property taxes plus interest.

Mr. Zelenske discussed the history of the Lyerly Mill. It was constructed in two phases between 1930 and 1934. It was known as a Full Fashioned Mill, which meant that it was hosiery that was knitted on a special machine to provide a more formed and fit product. It was one of the largest and most successful mills within the City during its time. The hosiery production ceased in 1957 and it moved onto a wholesaling operation. Its last significance was between 1930 and 1957. The property had went through a recent rehabilitation. It was purchased in part to be Transportation Insight's Corporate Headquarters. A full rehabilitation occurred in accordance to the Secretary of Interior's standards. As part of this rehabilitation tax credits from the State were used to help fund it.

Mr. Zelenske discussed the significance of Lyerly Mill. It functions as a reminder of the City's industrial history, particularly hosiery as well as overall developmental growth of the City. The building is the only remaining structure associated with the Elliott Lyerly Morgan Mills, which was one of the most successful mills during its time in history. Architecturally speaking the building exhibits distinctive characteristics that industrial buildings had during that era; large metal windows, a brick exterior, and an art moderne brick tower. In the June meeting of the Historic Preservation Commission they voted recommendation to City Council to adopt an ordinance that designates the Lyerly Full Fashioned Mill as a local historic landmark. Staff concurred with this recommendation.

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

Alderman Zagaroli moved, seconded by Alderman Seaver approval of the local landmark designation ordinance for the Lyerly Mill property. The motion carried unanimously.

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

#### ORDINANCE NO. 16-33

AN ORDINANCE OF THE HICKORY CITY COUNCIL DESIGNATING THE LYERLY FULL FASHIONED MILL LOCATED AT 310 MAIN AVENUE WAY SE AS A LOCAL HISTORIC LANDMARK.

WHEREAS, North Carolina General Statutes § 160A-400.5 states that the City of Hickory may adopt an ordinance designating a property as a local landmark; and

WHEREAS, the City has complied with the required landmark designation procedures of § 160A-400.6 of the North Carolina General Statutes; and

WHEREAS, the Hickory Historic Preservation Commission conducted a public hearing on June 28, 2016 to consider the proposed designation; and

WHEREAS, the Hickory City Council conducted a public hearing on August 2, 2016 to consider the proposed designation; and

WHEREAS, Lyerly Full Fashioned Mill was constructed circa 1930 and remains one of the most lasting reminders of the role that the hosiery industry played in the development of Hickory;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Hickory, North Carolina:

1. That the exterior of the property known as the Lyerly Full Fashioned Mill is hereby designated a local historic landmark pursuant to Part 3B, Article 19, Chapter 160A of the North Carolina General Statutes.

2. The property subject to this designation is located at 310 Main Avenue Way SE. This property is more specifically described GIS PIN 3702-08-79-6291 on the Catawba County Tax Maps.
3. That said designated property may be materially altered, restored, moved, or demolished only following the issuance of a Certificate of Appropriateness by the Hickory Historic Preservation Commission. An application for a Certificate of Appropriateness authorizing the demolition of said property may not be denied. However, the effective date of such a Certificate may be delayed in accordance with Chapter 160A, Article 19, Part 3B and amendments, thereto and hereinafter adopted. The regulations relating to Certificates of Appropriateness are found in the City of Hickory Land Development Code.
4. That nothing in this ordinance shall be construed to prevent or delay the ordinary maintenance or repair of any architectural feature in or on said property that does not involve a change of design, material, or outer appearance thereof, nor to prevent or delay the making of emergency repairs, nor to prevent or delay the construction, reconstruction, alteration, restoration; demolition, or removal of any such feature when a building inspector or similar official certifies to the Commission that such action is, required for the public safety because of an unsafe condition. Nothing herein shall be construed to prevent the property owner from making any use of this property not prohibited by other statutes, ordinances, or regulations.
5. That a suitable sign may be posted indicating that said property has been designated as historic property and containing any other appropriate information. If the owner consents, the sign shall be placed on said property. If the owner objects, the sign shall be placed on a nearby public right-of-way.
6. That the owners of the property known as the Lyerly Full Fashioned Mill be given the notice of this ordinance as required by applicable law and that copies of this ordinance be filed and indexed in the offices of the City Clerk, Catawba County Building Services Division, Catawba County Register of Deeds, and the Tax Supervisor as required by law.
7. This ordinance shall become effective upon adoption.

Mayor Wright commented that he was in Scranton, Pennsylvania on vacation and he saw a lot of buildings that looked like the old building. He didn't see a one that looked as good as the new building.

B. Departmental Reports:

1. Appointments to Boards and Commissions

BOND IMPLEMENTATION COMMISSION

(Terms Expiring 2-1; 3 Year Terms) (Appointed by City Council)

Mayor's Appointment Unexpired Term of Charlie Dixon (2-1-19)

BUSINESS DEVELOPMENT COMMITTEE

(Terms Expiring 6-30; 2 Year Terms) (Appointed by City Council)

At-Large (Council Appoints) VACANT

CITIZENS ADVISORY COMMITTEE

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

At-Large (Council Appoints) VACANT

COMMUNITY APPEARANCE COMMISSION

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

Ward 3 (Seaver Appoints) VACANT

Ward 4 (Guess Appoints) VACANT

At-Large (Outside City but within Hickory Regional Planning Area) VACANT

(Council Appoints) VACANT

At Large (Council Appoints) VACANT

COMMUNITY RELATIONS COUNCIL

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

Caucasian (Council Appoints) VACANT

Other Minority (Council Appoints) VACANT

Other Minority (Council Appoints) VACANT

HICKORY REGIONAL PLANNING COMMISSION

(Terms Expiring 6-30; 3-Year Terms With Unlimited Appointments)  
 (Appointed by City Council)  
 Ward 2 (Tarlton Appoints) VACANT  
 Burke County (Mayor to Nominate) VACANT  
 Brookford (Mayor to Nominate) VACANT

Mayor Wright nominated Doug Minton as the Brookford Representative on the Hickory Regional Planning Commission.

HISTORIC PRESERVATION COMMISSION

(Terms Expiring 6-30; 3-Year Terms (Appointed by City Council)  
 Historic Properties (Council Appoints) VACANT  
 Building Trades Profession (Council Appoints) VACANT  
 At-Large (1) (Council Appoints) VACANT

INTERNATIONAL COUNCIL

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

LIBRARY ADVISORY BOARD

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)  
 Ward 4 (Guess Appoints) VACANT  
 At-Large (Mayor Appoints) VACANT

PARKS AND RECREATION COMMISSION

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)  
 Ward 2 (Tarlton Appoints) Susan Sigler  
 (Eligible for Reappointment/Willing to Serve)  
 At-Large (2) (Council Appoints) VACANT  
 At-Large (3) (Council Appoints) VACANT

Alderman Tarlton nominated Susan Sigler as the Ward 2 Representative for Parks and Recreation Commission.

PUBLIC ART COMMISSION

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)  
 At-Large (Mayor Appoints) VACANT At-Large  
 At-Large (Mayor Appoints) Harold Humphrey  
 (Eligible for Reappointment/Willing to Serve)

Mayor Wright nominated Harold Humphrey as an At-Large Representative for Public Art Commission.

PUBLIC HOUSING AUTHORITY

(Terms Expiring 6-30; 5-Year Terms) (Appointed by the Mayor)  
 Position 9 VACANT

RECYCLING ADVISORY BOARD

(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)  
 Ward 2 (Tarlton Appoints) VACANT  
 Ward 3 (Seaver Appoints) VACANT  
 Ward 4 (Guess Appoints) VACANT  
 At-Large (Council Appoints) VACANT  
 At-Large (Council Appoints) VACANT

Mayor Wright requested a listing from the City Clerk of applicants on file for the Bond Implementation Commission who had exceeded the number that Council could appoint. He would review the list and then choose someone to fill the unexpired term of Charlie Dixon. He commented that he wouldn't ask anybody to fill his shoes, but to do the best they could and that would be good enough.

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

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

2. Presentation of Petitions and Requests

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

August 2, 2016

- XIII. General Comments by Members of Council, City Manager or City Attorney of a Non-Business Nature
- XIV. Closed Session Per NC General Statutes 143-318.11(a)(1)(3)(4) to consult with the attorneys regarding the following: (Action on these items, if any, will occur in Open Session)

Mayor Wright requested the addition of discussion of a potential litigation item (NC General Statutes 143-318.11(a)(3)) to closed session.

Mayor Wright moved that Council go into closed session to consult with the attorneys to discuss the items below and the additional item of discussion of potential litigation, seconded by Alderman Seaver. The motion carried unanimously.

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

- 1. Approval of Closed Session Minutes of June 21, 2016, and June 28, 2016 - NCGS §143-318.11(a)(1)
- 2. Discussion of Economic Development – NCGS §143-318.11(a)(4)

City Council convened into closed session at approximately 7:16 p.m.

City Council reconvened to open session at approximately 8:31 p.m.

Mayor Wright moved that Council and Staff commence the process for taking the property commonly known as the “sinkhole property” tomorrow, (August 3, 2016), and authorize them to finalize the draft agreement with the Department of Transportation to share the cost of repairs, with the City’s share being \$2,200,000 to be paid in four installments. He also moved to appropriate from the General Fund Balance up to \$550,000 now for the first installment. The motion was seconded by Alderman Lail. The motion carried unanimously.

ORDINANCE NO. 16-34  
BUDGET REVISION NO. 3

BE IT ORDAINED by the Governing Board of the City of Hickory that, pursuant to N.C. General Statute 159.15, the following revisions be made to the annual budget ordinance for the fiscal year ending June 30, 2017.

SECTION 1. To amend the General Fund within the FY 2016-17 Budget Ordinance, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Uses	550,000	-
TOTAL	550,000	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	550,000	-
TOTAL	550,000	-

SECTION 2. To amend the Stormwater Fund within the FY 2016-17 Budget Ordinance, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Environmental Protection	550,000	-
TOTAL	550,000	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	550,000	-
TOTAL	550,000	-

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

- XV. There being no further business, the meeting adjourned at 8:32 p.m.

\_\_\_\_\_  
Mayor

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

**To:** City Manager's Office

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

**Contact Person:** Ross Zelenske, Planner

**Date:** August 1, 2016

**Re:** Call for Public Hearing for the Consideration of Rezoning Petition 16-04

#### **REQUEST**

Call for public hearing for the consideration of Rezoning Petition 16-04. The public hearing would be held on September 6, 2016.

#### **BACKGROUND**

George Condeelis, Joseph Condeelis, Dianne Davenport, and Rosemary Penland have petitioned for the rezoning of approximately 6 acres of three contiguous properties located at 3165, 3179, and 3181 S NC 127 Highway. The petition is to rezone the properties from Low Density Residential (R-1) to Commercial Corridor (CC-2).

#### **ANALYSIS**

The Hickory by Choice 2030 Comprehensive Plan classifies the vicinity as Commercial Corridor and Low Density Residential. The rezoning of the subject properties to Commercial Corridor (CC-2) 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.

The Hickory Regional Planning Commission conducted a public hearing on July 27, 2016 to consider the petition. During the public hearing the agents on behalf of the applicants spoke in favor of the petition, while no one spoke in opposition. Upon closing the public hearing, the Hickory Regional Planning Commission voted unanimously (8-0) to affirm the petition's consistency with the Hickory by Choice 2030 Comprehensive Plan, and recommended City Council approval of the petition.

#### **RECOMMENDATION**

Staff concurs with the Commission's findings and recommendations and recommends that City Council call for a public hearing for the petition.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

Brian M. Frazier *BMF* 8/1/2016  
Initiating Department Head Date

Rodney Miller 8-8-16  
Asst. City Manager, R. Miller Date

Melvin Miller 8-5-16  
Finance Officer, M. Miller Date

Amita M. Dula 8-8-16  
Deputy City Attorney, A. Dula Date

[Signature]  
Date

B. Weichel 8-8-16  
Purchasing Manager, B. Weichel Date

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

A. Surratt  
Interim City Manager, A. Surratt

8/11/16  
Date

## REZONING ANALYSIS

**PETITION:** Rezoning 16-04

**APPLICANT:** George Condeelis, Joseph Condeelis, Dianne Davenport, and Rosemary Penland

**OWNER:** Rosemary Condeelis Revocable Living Trust, George Condeelis Trustee, and GTC Investment Properties LLC

**AGENT:** George Condeelis

**PROPERTY LOCATION:** 3165 S NC 127 HWY, 3179 S NC 127 HWY, and 3181 S NC 127 HWY

**PIN:** 2791-14-42-9844, 2791-14-42-0860, and 2791-18-42-3423

**WARD:** The subject properties are located in Ward 4 (Councilman Guess).

**ACREAGE:** Approximately 6.60 acres (287,496 ft<sup>2</sup>) of the aggregate 29.65 acres have been requested to be rezoned (Note: This information was taken from the most recent Catawba County tax map data.)

**REQUESTED ACTION:** The applicants have submitted a petition requesting to rezone a portion of each of the subject properties from Low Density Residential (R-1) to Commercial Corridor (CC-2). The area to be rezoned is adjacent to Highway 127 South, while the majority of the properties will remain zoned R-1.

**DEVELOPMENT POTENTIAL:** The Commercial Corridor (CC-2) district allows for a variety of commercial and residential uses. Commercial development within this zoning district is intended to be automobile oriented with pedestrian accommodations. Properties zoned CC-2 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 rezoned area could yield a maximum of 244,371.6 ft<sup>2</sup> of floor area [(6.60 \* 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. Although the rezoned area would be commercially zoned, residential development would remain an option. Single-family residential must be approved through a Special Use Permit, while duplexes and multi-family are permitted by right. Multi-family development is allowed to be developed at a maximum density of thirty (30) dwelling units per acre. In this particular instance, a maximum of 198 dwelling units (6.60 \* 30) could be constructed. The CC-2 zoning district has a maximum height limitation of 40 feet, therefore any new structures would not exceed three stories.

**BACKGROUND:** The applicants have submitted a petition requesting the properties be rezoned to Commercial Corridor (CC-2). The applicants have not provided an anticipated use at this time. The properties are largely undeveloped, but include a single-family dwelling, an apartment unit, two barns, and a building for a commercial trucking company.

**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 fronting S NC 127 Highway as Commercial Corridor and everything beyond that as Low Density Residential.*

*The Commercial Corridor future land use classification is characterized as areas located along major thoroughfares such as Highway 127 and Springs Road that will be developed for commercial use. Development will be automobile focused, while providing adequate pedestrian accommodations (HBC 2030, Page 3.7). Development within the Commercial Corridor designation is designed to protect residential areas, encourage connectivity and community open space, and alleviate conflicts in land use (HBC 2030, Page 3.10). Hickory by Choice 2030 lists the CC-2 zoning district as being the implementing zone for this future land use classification.*

*The Low Density Residential future land use classification is characterized as an area with single-family housing, larger average sized lots, open space, and preservation (HBC 2030, Page 3.6). This classification is intended to function as a transition between rural areas and higher density housing by offering a mixture of development including large lot single-family homes, duplexes, and cluster subdivisions that preserve open space and natural features (HBC 2030, Page 3.9). Hickory by Choice 2030 goes on to list the R-1 district as the implementing zone for this future land use classification.*

**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 applicants have not indicated any specific uses related to the (re)development of the properties, therefore all potential uses within the CC-2 zoning district should be reviewed during the decision-making process. The rezoning area is shown by Hickory by Choice 2030 to be within an area that is intended to provide commercial corridor development and low density residential. The future use of the properties with commercial development located along Highway 127 and low density residential along the rear 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 properties 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 properties are 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 properties. Any future development that occurs on the properties will be evaluated as to what impacts, if any, will be placed upon nearby public infrastructure. The owner and/or developer of the properties 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 properties, 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 properties **(Please refer to Map 2 for more detail):**

North: *The properties to the north are occupied by single-family residential and open space;*

South: *The properties to the south are occupied by a gas station, restaurant, and shopping center;*

East: *The properties to the east are occupied by a multi-tenant retail store, a mini-storage facility, and single-family residential; and*

West: *The properties to the west are occupied by various retail businesses.*

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

North: *The properties to the north are zoned Low Density Residential (Catawba County R-20);*

South: *The properties to the south are zoned Highway Commercial (Catawba County H-C) and Commercial Corridor (CC-2);*

East: *The properties to the east are zoned Low Density Residential (Catawba County R-20), Highway Commercial (Catawba County H-C), and Commercial Corridor (CC-2); and*

West: *The properties to the west are zoned Highway Commercial (Catawba County H-C) and Commercial Corridor (CC-2) and Low Density Residential (Catawba County R-20);*

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

*The subject properties are currently zoned Low Density Residential (R-1), with one of properties also being partially zoned Commercial Corridor (CC-2). The request is to rezone portions of all three properties from R-1 to CC-2.*

*If the properties were to be redeveloped using the existing zoning classification, a retail establishment could be developed on the roughly one acre of land already zoned CC-2. The remaining ~28 acre portion of the three properties, zoned R-1, would allow for a new subdivision of homes if a street was constructed off of S NC 127 Highway. These homes could be either single-family, duplexes, or a mixture of both. At a maximum of two dwelling units per acre, up to 56 units could be constructed, although this number would drop, given the need for new road infrastructure. This level of development would be consistent with surrounding area.*

*The proposed rezoning to the Commercial Corridor zoning district would provide significant commercial, institutional, and high density residential potential to the rezoned area. Under CC-2 zoning district, the property could be developed for multiple office and retail based establishments, institutional facilities, or could include new apartment structures. A new road would need to be constructed to allow development of the R-1 zoned areas. The commercial development of the properties would be reasonable given its proximity to Highway 127, a major thoroughfare connecting the Mountain View community to downtown Hickory and presence of neighboring commercial establishments.*

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

*The rezoning 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.*

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.

*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.*

*The Highway 127 South corridor is currently reaching traffic volume capacity through the Mountain View area according to the Greater Hickory Metropolitan Planning Organization (MPO) 2040 Long Range Transportation Plan (LRTP). NCDOT AADT counts from 2013 indicate that between 16,000 to 17,000 vehicles travel along the 3100 block of S NC 127 Highway daily. Based on preliminary discussion with NCDOT and MPO officials, the level of service rating is currently E, which is the second lowest score given for measuring road capacity. The LRTP recommends that Highway 127 be widened to a 4-lane divided boulevard with a grass median from Zion Church Road to Huffman Farm Road. The LRTP*

*then recommends widening the road to connect with NC Highway 10. There is no funding or timeline for these widening projects as of July 2016. Given the size of the subject properties, redevelopment of any form will likely add to the traffic volume challenges.*

*Public utilities (water and sewer) are available to the properties and would need to be extended on site (at the developer's cost), if full development of the properties is to occur.*

*The properties were annexed into the City of Hickory in 2006 and are currently served by the Hickory Fire Department and Police Department. Fire Station 7 is located 3.6 miles from the properties and the Police Department's Edward PACT is responsible for law enforcement at these locations.*

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

*The properties in question are located within an area where the City's comprehensive plan, Hickory by Choice 2030, anticipated providing commercial corridor development. Any future (re)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:**

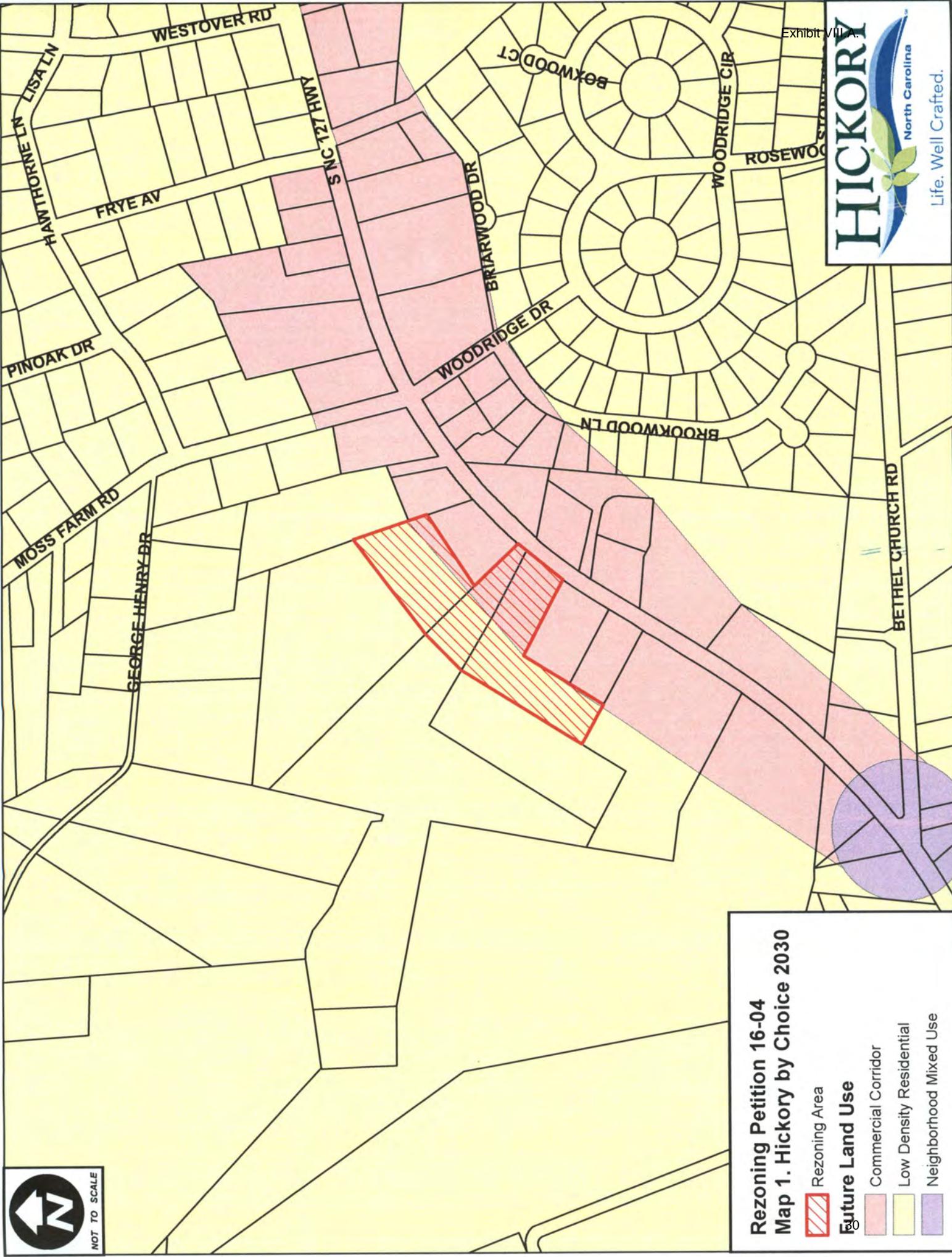
The Hickory Regional Planning Commission conducted a public hearing on July 27, 2016 to consider the petition. During the public hearing the agent and one of the applicants spoke in favor of the petition, while no one spoke in opposition. Upon closing the public hearing, the Hickory Regional Planning Commission voted unanimously (8-0) 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 August 1, 2016, staff has received two phone calls regarding this rezoning petition. One asking if the commercial zoning would allow for mini-storage facilities, which the rezoning would allow by right. The other asking if a Walmart Neighborhood Market was attempting to build on the properties. Staff has not received any information regarding a new Walmart, although a shopping center is a permitted use.



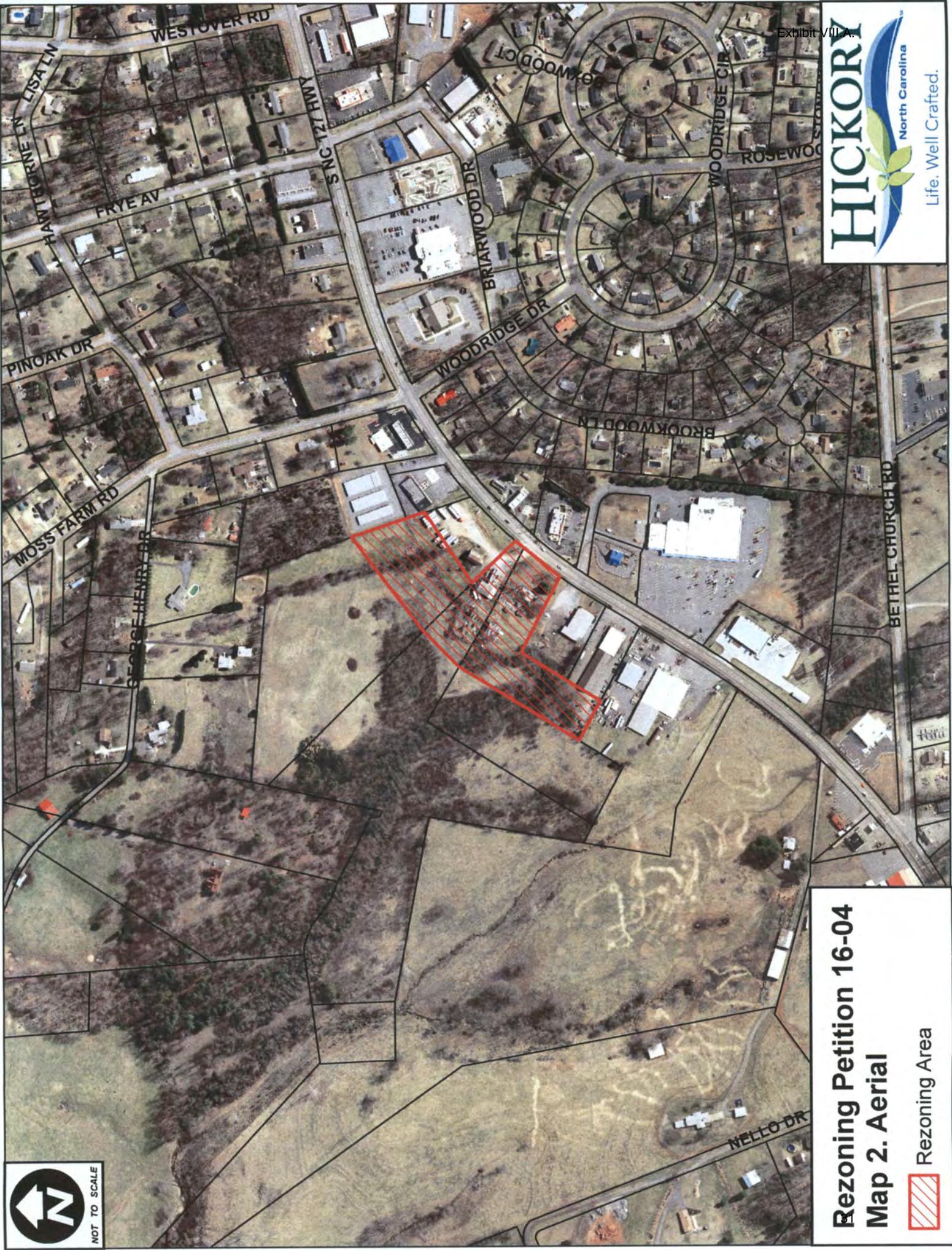
Life. Well Crafted.



Rezoning Petition 16-04  
Map 1. Hickory by Choice 2030

- Rezoning Area
- Future Land Use**
- Commercial Corridor
- Low Density Residential
- Neighborhood Mixed Use

Exhibit VIII A



# Rezoning Petition 16-04 Map 2. Aerial

 Rezoning Area



MOSS FARM RD

WOODRIDGE DR

KWOOD LN

S NC 127 HWY

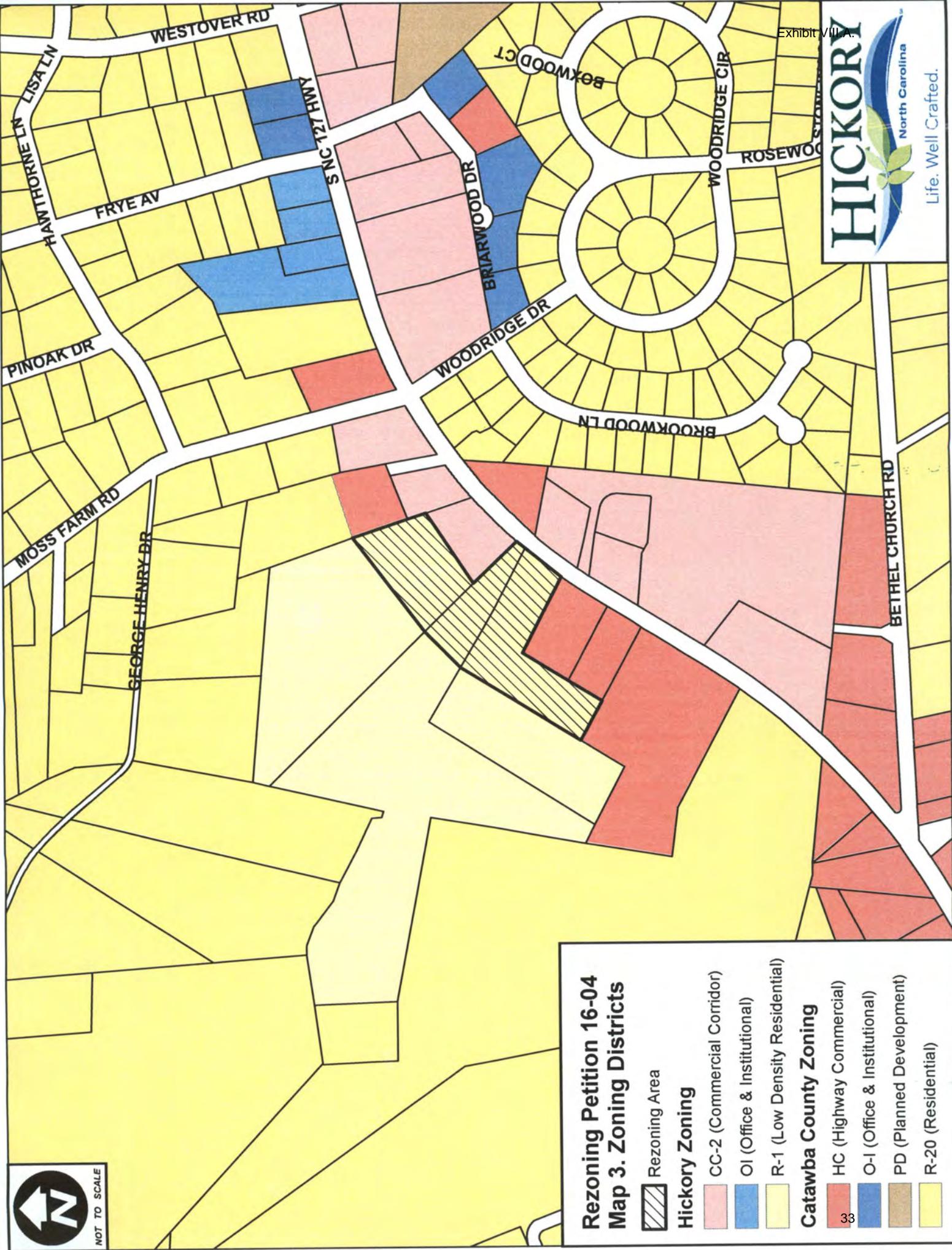


**Rezoning Petition 16-04**  
**Map 2A. Aerial**

 Rezoning Area



Life. Well Crafted.



**Rezoning Area**

**Rezoning Petition 16-04**  
**Map 3. Zoning Districts**

**Hickory Zoning**

- CC-2 (Commercial Corridor)
- OI (Office & Institutional)
- R-1 (Low Density Residential)

**Catawba County Zoning**

- HC (Highway Commercial)
- O-I (Office & Institutional)
- PD (Planned Development)
- R-20 (Residential)

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:** August 4, 2016

**Re:** Call for Public Hearing for the Consideration of Rezoning Petition 16-05

**REQUEST**

Call for public hearing for the consideration of Rezoning Petition 16-05. The public hearing would be held on September 6, 2016.

**BACKGROUND**

FJS & JC, LLC has petitioned for the rezoning of 1.014 acres (44,169.84 ft<sup>2</sup>) of two portions of property located at 5251 Hickory Boulevard. The petition is to rezone the property from General Business (C-2) to Medium Density Residential – 2 (R-2).

**ANALYSIS**

The Hickory by Choice 2030 Comprehensive Plan classifies the vicinity as General Business. The rezoning of the subject property to Medium Density Residential -2 (R-2) is inconsistent with the goals and policies contained within the Hickory by Choice 2030 Comprehensive Plan. However, the request to rezone the property to Medium Density Residential – 2 (R-2) represents a downzoning of the property, which means the requested zoning district is less intense and more restrictive than the existing district. Please refer to the accompanying staff report for a more in-depth analysis of the petition.

The Hickory Regional Planning Commission conducted a public hearing on July 27, 2016 to consider the petition. During the public hearing the owner and a future tenant of the restaurant on the other portion of the property spoke in favor of the petition. Two residents raised concerns about the future restaurant, which is already permitted by right to re-open in accordance with C-2 zoning. Upon closing the public hearing, the Hickory Regional Planning Commission voted unanimously (8-0) to affirm the petition's inconsistency with the Hickory by Choice 2030 Comprehensive Plan, and recommended City Council approval of the petition.

**RECOMMENDATION**

Staff concurs with the recommendation of the planning commission and recommends that City Council call for a public hearing to consider rezoning petition 16-05.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

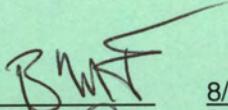
Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

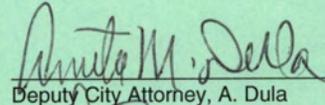
Brian Frazier



8/4/2016

Date

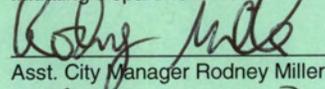
Initiating Department Head



Deputy City Attorney, A. Dula

8-8-16

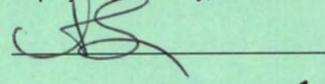
Date



Asst. City Manager Rodney Miller

8-8-16

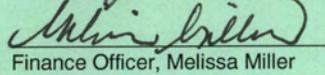
Date



Purchasing Manager, Bo Weichel

8-8-16

Date



Finance Officer, Melissa Miller

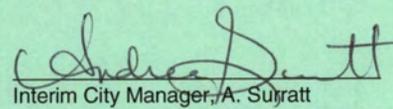
8-5-16

Date

\_\_\_\_\_

\_\_\_\_\_ Date

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



Interim City Manager, A. Sujratt

8/11/16

Date

**REZONING ANALYSIS****PETITION:** Rezoning 16-05**APPLICANT:** Steve Smart**OWNER:** FJS & JG, LLC**PROPERTY LOCATION:** 5251 Hickory Blvd (US 321)**PIN:** 2793-39-9764 (Caldwell County)**WARD:** The property is currently located in Ward 5 (Councilman Zagaroli).**ACREAGE:** 1.014 acres (44,169.84 ft<sup>2</sup>). Note: The rezoning area is a portion of a larger 3.084 acre parcel, and if rezoned these areas will be subdivided from the larger tract to create two new parcels.)**REQUESTED ACTION:** The applicant has submitted a petition requesting the subject property be rezoned from General Business (C-2) to Medium Density Residential – 2 (R-2). The proposed action constitutes what is commonly referred to as downzone, which means the requested zoning district is less intense than the current district.**BACKGROUND:** The property is currently zoned General Business (C-2), and vacant; however as noted above, the rezoning area is part of a larger tract that is occupied by a now vacant restaurant.

The owners of the property desire to rezone the two areas shown on the attached maps to a residential zone, with the intent being an effort to obtain two (2) residential pier permits from Duke Energy.

**DEVELOPMENT POTENTIAL:** The current General Business (C-2) district is characterized by the City's Land Development Code as being a commercial district intended to provide a full range of retail and services businesses that serves both local and regional markets. The requested medium Density Residential – 2 (R-2) district is characterized as a district providing for the location of single-family residences on moderately sized parcels.

If the requested areas are rezoned and subdivided, as the owners desire the parcels could be developed for the sites of two (2) single-family dwellings.

**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 classified as General Business 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 plan does not specifically reference this particular portion of US 321, but the plan's future land use map identifies the area as being an area that*

Exhibit VIII.B.

could accommodate a variety of commercial and office uses. It should also be noted, the much of the area adjacent to the subject property in the jurisdictional area of Caldwell County, is zoned specifically for single-family residential uses.

**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 General Business by the HBC 2030 Comprehensive Plan. This classification would be inconsistent with a rezoning to a single-family residential district. However, the owners are requesting that proposed rezoning, which, as previously stated, constitutes a downzoning of the property.*

- 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 Hickory Boulevard (US 321), which is a major regional transportation artery. Public infrastructure currently in place in the area is sufficient to handle the type of development possible on the subject property.*

- Regulate the type and intensity of development; and

*Any future development that takes place on the subject property 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 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 to ensure surrounding residents, and employees are properly protected as prescribed by law.*

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, and to the north across Hickory Boulevard (US 321) are currently either occupied by single family residences or are vacant.*

South: *The properties to the south are across Lake Hickory are currently vacant;*

East: *The properties to the east across Hickory Boulevard (US 321) are occupied by a marina and single-family residences; and*

West: The properties to the west are either occupied by single-family attached residences, or are vacant.

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 and to the north across Hickory Boulevard (US 321) are zoned Medium Density Residential – 2 (R-2) by the City of Hickory and R-20 Residential by Caldwell County;

South: The properties to the south across Lake Hickory are zoned Industrial (IND);

East: The properties to the east across Hickory Boulevard (US 321) are zoned General Business (C-2) by the City of Hickory and R-20 Residential by Caldwell County; and

West: The properties to the west are zoned Medium Density Residential -2 (R-2) by the City of Hickory and R-20 Residential by Caldwell County.

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

*The subject property is currently zoned General Business (C-2), and as earlier noted is part of a larger commercially developed site. The request is to rezone the property to Medium Density Residential -2 (R-2). The areas in question, as currently zoned, could possibly be further expanded for commercial purposes. The requested residential zoning is similar to other properties in the vicinity, so its introduction would not be dissimilar to the general area.*

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

*The requested residential zoning district is actually much less intense than the current commercial zoning. The rezoning of the property to residential will have less of an impact than any potential future commercial expansion.*

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.

*Adequate public infrastructure is available in sufficient quantities to serve future development on the subject property, with the exception of sanitary sewer which may need to be expanded if development beyond the residential piers is proposed. Any such expansions shall be the responsibility of the owners and their successors.*

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 development. Any future development that occurs of the subject property as the result of the zoning map amendment, will be required to 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 July 27, 2016 to consider the petition. During the public hearing the owner and a future tenant of the restaurant on the other portion of the property spoke in favor of the petition. Two residents raised concerns about the future restaurant, which is already permitted by right to re-open in accordance with C-2 zoning. Upon closing the public hearing, the Hickory Regional Planning Commission voted unanimously (8-0) to affirm the petition's inconsistency with the Hickory by Choice 2030 Comprehensive Plan, and recommended City Council approval of the petition. Staff concurs with this recommendation.

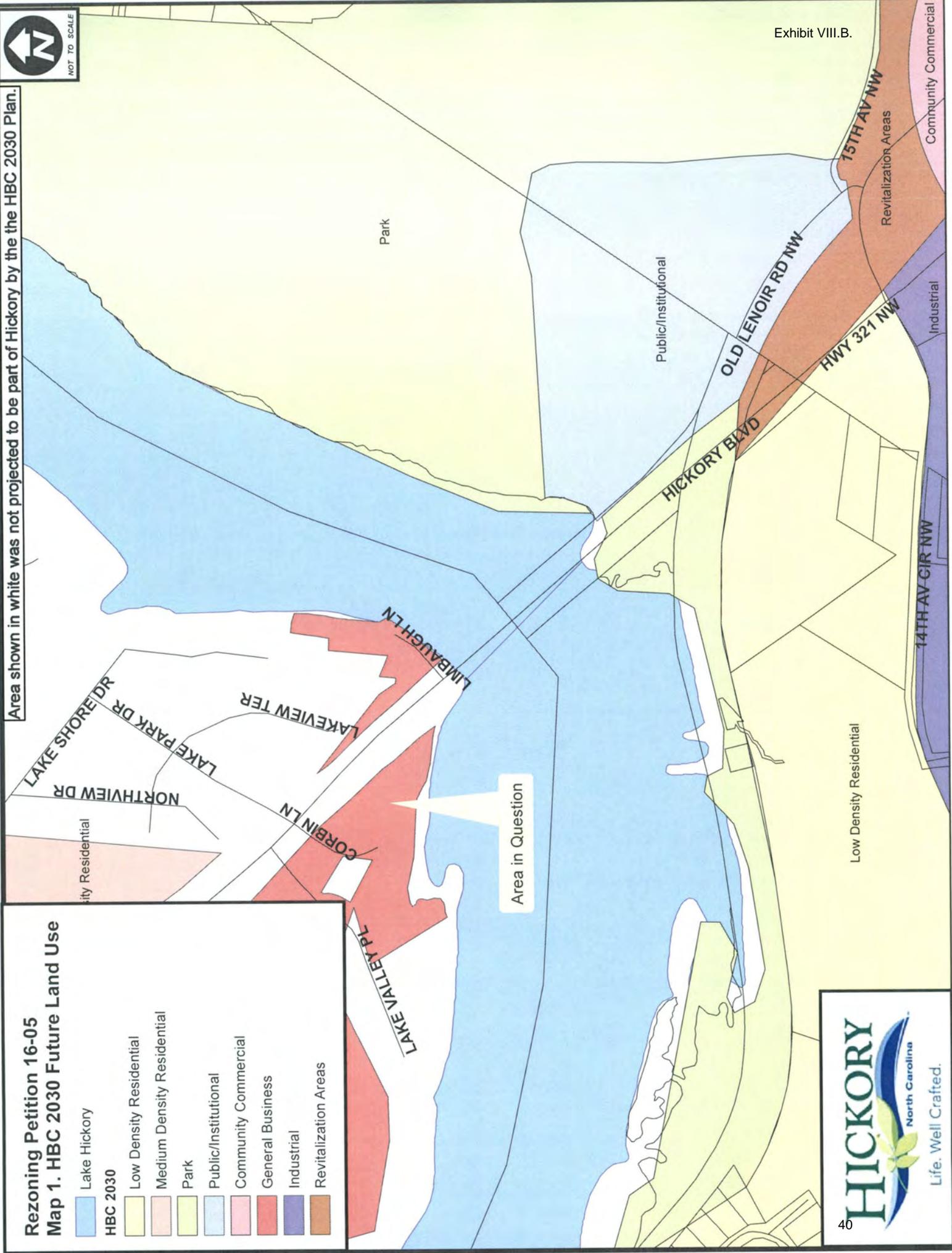
**CITIZEN INPUT:**

Staff received one inquiry regarding the requested rezoning prior to the planning commission meeting.



Area shown in white was not projected to be part of Hickory by the HBC 2030 Plan.

Exhibit VIII.B.



### Rezoning Petition 16-05 Map 1. HBC 2030 Future Land Use

- Lake Hickory
- HBC 2030**
- Low Density Residential
- Medium Density Residential
- Park
- Public/Institutional
- Community Commercial
- General Business
- Industrial
- Revitalization Areas

**HICKORY**  
North Carolina  
Life. Well Crafted.

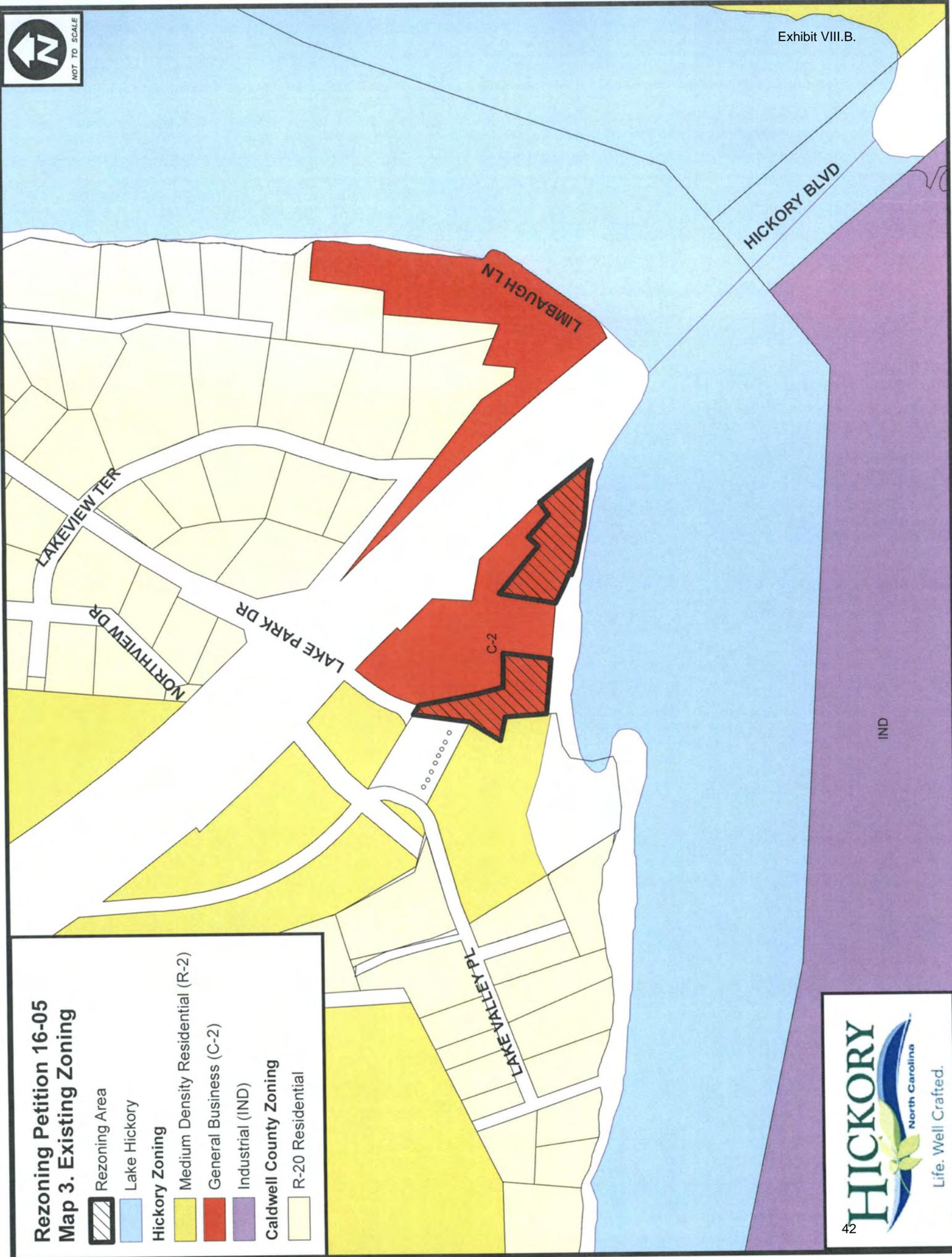


**Rezoning Petition 16-05  
Map 2. Surrounding Land Uses**

 Rezoning Area



**HICKORY**  
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**Rezoning Petition 16-05  
Map 3. Existing Zoning**

-  Rezoning Area
-  Lake Hickory
- Hickory Zoning**
-  Medium Density Residential (R-2)
-  General Business (C-2)
-  Industrial (IND)
- Caldwell County Zoning**
-  R-20 Residential



COUNCIL AGENDA MEMOS

**To:** City Manager's Office  
**From:** Chief Thurman Whisnant  
**Contact Person:** Captain Reed Baer  
**Date:** 8/02/2016

**Re: Purchase of 75 Laptops for Police Vehicles**

**REQUEST:** Hickory Police Department requests approval to purchase 75 Dell Latitude 14 Rugged laptops from GovConnection at a total cost of \$115,857.75.

**BACKGROUND:** Recent security and capability upgrades to the Hickory Police Department's mobile technology platform make it necessary to have mobile computers in the field that are powerful enough to run the programs utilized by patrol officers and operate effectively in a harsh environment. The purchase of these laptops is a necessary step in a larger budgeted project for this fiscal year to add internet access to all patrol units. This will allow officers in the field to access a host of internet based applications to assist in investigations and officer safety.

**ANALYSIS:** It is extremely important for the police department to have solid, reliable laptops that can hold up to hard use in any situation that an officer might face. It is necessary for officers to be able to access and share information that is so critical to his or her job. These laptops are ruggedized and are powerful enough to allow officers to write incident and accident reports, connect to several regional law enforcement data sharing networks, write electronic tickets, receive important information about callers or locations they are dispatched to, and have access to electronic departmental resources out in the field. The Dell Latitude 14 Rugged best meets the needs of officers in regards to form, price, warranty, and service.

By purchasing from GovConnections the City receives the discount pricing already gained through a governmental bid process ensuring the lowest possible price.

GovConnection holds a technology contract as a part of TCPN (The Cooperative Purchasing Network). All agreements offered through TCPN have been awarded via a thorough Request for Proposal (RFP) competitive solicitation by a public agency/governmental entity. The provisions in G.S. 143-129(e)(3) state that "Purchases made through a competitive bidding group purchasing program, which is a formally organized program that offers competitively obtained purchasing services at discount prices to two or more public agencies". This purchase agreement with GovConnection would utilize this competitive bidding exemption.

**RECOMMENDATION:** Hickory Police Department recommends approval to purchase 75 Dell Latitude 14 Rugged laptops from GovConnection at a total cost of \$115,857.75. Funds are in the CIP line item budget for this purchase.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**010-5110-527-79-01**

**\$115,857.75**

**Reviewed by:**

*MS*

Thurman Whisnant 08/02/16  
Initiating Department Head Date

Rodney Miller 8-8-16  
Asst. City Manager Rodney Miller Date

Melissa Miller 8-5-16  
Finance Officer, Melissa Miller Date

A. M. Dula 8-8-16  
Deputy City Attorney, A. Dula Date

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

Bo Weichel 8-8-16  
Purchasing Manager, Bo Weichel Date

\_\_\_\_\_  
Date

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

A. Surratt  
Interim City Manager, A. Surratt

8/11/16  
Date



### **ORDERING INFORMATION**

**Contract Name: TCPN**

**Contract #R5110**

**Contract Expiration: 31 October 2016**

**Please contact your account manager with any questions.**

**Ordering Address**  
GovConnection, Inc.  
732 Milford Road  
Merrimack, NH 03054

**Remittance Address**  
GovConnection, Inc.  
Box 536477  
Pittsburgh, PA 15253-5906

*Please reference the Contract # on all purchase orders.*

### **TERMS & CONDITIONS**

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE

**WARRANTY:** *Manufacturer's Standard Commercial Warranty*

*Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our TCPN Contract #R5110. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.*

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one:  
<https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

**Please forward your Contract or Purchase Order to:**

**SLEDOPS@GovConnection.com**

**QUESTIONS: Call 800-800-0019**

**FAX: 603.683.0374**



we solve IT™

# SALES QUOTE

GovConnection, Inc.  
732 Milford Road  
Merrimack, NH 03054

**Account Executive:** Brad Nichols  
**Phone:** (800) 800-0019 ext. 33137  
**Fax:** (603) 683-1522  
**Email:** bnichols@govconnection.com

**# 24160846.01-W1**  
PLEASE REFER TO THE ABOVE  
QUOTE # WHEN ORDERING

**Date:** 7/29/2016  
**Valid Through:** 8/28/2016  
**Account #:**

**Account Manager:**  
**Phone:**  
**Fax:**  
**Email:**

**Customer Contact:** David Bliss  
**Email:** dbliss@hickorync.gov

**Phone:** (828) 261-2637  
**Fax:** (828) 324-0607

<p><b>QUOTE PROVIDED TO:</b></p> <p><b>City Of Hickory</b> David Bliss 347 2nd Ave SW (Catawba County) Hickory, NC 28602-2844  (828) 261-2637</p>	<p><b>SHIP TO:</b> AB#: 14478136 <b>HICKORY POLICE DEPARTMENT</b> DAVID BLISS 347 2ND AVE SW HICKORY, NC 28602  (828) 261-2637</p>
---	--

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	.00 lbs	NET 30	R5110

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our TCPN Contract # R5110. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	75			Latitude 14 Rugged 5414 Dell 1022949850286, xctol541414usr	Dell 1022949850286, xctol541414usr	\$ 1,544.77	\$ 115,857.75
						<b>Subtotal</b>	<b>\$ 115,857.75</b>
						<b>Fee</b>	<b>\$ 0.00</b>
						<b>Shipping and Handling</b>	<b>\$ 0.00</b>
						<b>Tax</b>	<b>\$ 8,110.04</b>
						<b>Total</b>	<b>\$ 123,967.79</b>

\*Lease for as low as: \$3,384.20/Mo.

**Product Notes for Quote# 24160846.01-W1**

Item #	Description	Notes
	Latitude 14 Rugged 5414	Intel® Core™ i5-6300U Processor (3M Cache, up to 3.00 GHz) without Security Bundle <input type="checkbox"/> Windows 7 Professional English, French, Spanish 64bit (Includes Windows 10 Pro License) Office Productivity Software Microsoft Office 30 Day Trial No Mouse Selected NOMSE Sealed Internal RGB Backlit English Keyboard 8GB (1x8GB) 2133MHz DDR4 Memory Intel® HD Graphics 520 UMA  500GB 5400 RPM SATA Hard Drive PowerDVD Software not included Intel® Dual-Band Wireless-AC 8260 Wi-Fi + BT 4.2 Wireless Card No PCMCIA Card or ExpressCard Reader No Optical Drive or Hot-Swap Bridge Battery No Dedicated GPS NOGPS 65W AC Adapter, 3-pin No Mobile Broadband Card WLAN/WWAN No Out-of-Band Systems Management English Getting Started Guide TSHENG 14.0" HD (1366x768) Screen, Webcam with Privacy Shutter and Mic 6-cell (65Wh) Lithium Ion Battery No Dell Data Protection   Endpoint Security Suite Software No DDPE Encryption Software Windows 10 OS Recovery 64bit - DVD No FGA Dell Latitude 5414 XCTO 1 Wireless 8260 Driver Power Cord, US Safety/Environment and Regulatory Guide (English/French Multi-language) Dock Connector
	Latitude 14 Rugged 5414 Notes Continued...	Non-Canada orders only E-Star Energy Star 6.0 Support Tech Sheet and Powercord No UPC Label No TAA Shipping Material for Latitude 14 Rugged Extreme (5414) Regulatory Label Processor Branding Intel Core i5 Processor Label No Additional Serial Ports Standard Shipment (L) Win 7 WIN7 Regulatory Label for Non Rubber Keyboard with WLAN 3 Years ProSupport Plus with Next Business Day Onsite Service No Stand NOSTND No Carrying Case NONE

IRAN DIVESTMENT ACT ADDENDUM  
PURCHASE ORDERS

OVERVIEW

During the 2015 legislative session, the North Carolina General Assembly enacted the Iran Divestment Act which prohibits state agencies and local governments from entering into contracts with an entity that has been identified by the North Carolina State Treasurer as being engaged in certain investment activities in the Iranian energy sector. The State Treasurer's Office is required to publish a list of entities it has identified as engaging in these activities and must update the list every 180 days. An entity identified on the Treasurer's list (called the "Final Divestment List") is prohibited from contracting with a state agency or any local governments. In addition, all entities contracting with the State and local governments are prohibited from subcontracting with any entity included on the Final Divestment List. Contracts entered into in violation of the Act are rendered void by operation of statute. State agencies and local governments must require entities to certify that they are not included on the Final Divestment List.

By acceptance of this 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. 147-86.58, Iran Divestment Act ("Act"). In compliance with the Act's requirement and N.C.G.S. § 147-86.59, 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 should be updated at least every 180 days.

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

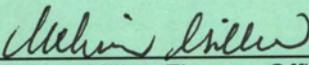
**(SEAL)**

By: \_\_\_\_\_  
Interim City Manager, A. Surratt

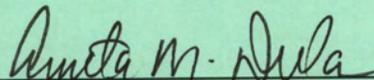
**ATTEST:**

\_\_\_\_\_  
Debbie 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:

  
\_\_\_\_\_  
Ametia M. Dula  
Attorney for the City of Hickory, NC



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: Safe Harbor Rescue Mission Bedspread Derby  
 Applicant Name & Title: Laura Garland, Volunteer  
 Organization: Safe Harbor Rescue Mission  
 Mailing (Billing) Address: 210 2nd ST SE  
 City / State / Zip: Hickory, NC 28602  
 Daytime Phone: 828-320-7235 Cell: 540-432-3256 Email: lgarland@t-insight.com  
 Description of the Event: Bed Race Fundraiser - 5 man teams, 4 push, 1 rides - carnival type atmosphere after  
 Does the event have a Twitter, Facebook or other social networking page? \_\_\_\_\_  
 If yes, please list URL(s): \_\_\_\_\_

Event Address: <u>Transportation Insight 310 S Main Ave Way SE</u>	
Date of Event: <u>8/20/16</u> <u>Hickory, NC 28601</u>	
Event Start Time: <u>9:30AM</u>	Event End Time: <u>1PM</u>
Road Closure Begins (if applicable):	Road Closure Ends (if applicable):
Set-Up Begins: <u>7:00AM</u>	Clean-Up Ends: <u>3:00 PM</u>
Preferred Date & Time of Inspection:	
Estimated Attendance: <u>200 - 300</u>	
The Event is: <input type="checkbox"/> Private (by invitation only) or <input checked="" type="checkbox"/> Open to General Public	
Describe the procedures to be used for selecting participants and vendors for this event: <u>Advertising with posters, emails, radio: social media</u>	

APPLICANT'S SIGNATURE Laura Garland DATE: 7/5/16  
 A pre-planning meeting may be required and will be scheduled to include the appropriate staff. The event applicant must attend the meeting. The city reserves the right to require others to attend.

**TENTS & MEMBRANE STRUCTURES**

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

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

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

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

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

---

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

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

# of Membrane Structure(s) 2 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: Josh Walker 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: \_\_\_\_\_  
 Type(s) of music: \_\_\_\_\_

Will a portable or temporary stage be utilized?  Yes  No

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

Provide contact information for contractor providing stage:  
 Name: Josh Walker Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

Will your event use amplified sound?  Yes  No

If yes, please indicate times: Start time: 8:45 AM Finish time: 1pm

**HAZARDOUS MATERIALS**

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

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

Will there be any portable heaters?  Yes  No

Will there be any deep fat fryers?  Yes  No

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

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

**ALCOHOL**

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

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

What type of alcohol will be served?

Draft Beer  Can/Bottle Beer  Wine  Liquor

Who will be serving the alcohol?

Times for alcohol to be served:

Locations within event site where alcohol will be served:

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

**VENDORS**

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

VENDOR NAME	ADDRESS	PHONE NUMBER(S)

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

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

**VENDORS**

Does the event include food vendors?  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
	Gas Grill	HOT DOGS

*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
8/20	7:00AM	SET UP TENTS : SOUND	
	8:45	Registration : Bed Line Up	
	9:30	Bed Race Begins - 2 teams per Heat	
	11:45	Bed Race Ends - Award Ceremony	
	12:00	Bouncy House, Face Painting, HOT DOGS	
	1:00	Clean Up	



**SITE PLAN**

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

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

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

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

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

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

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

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

**APPROVED ROUTES/EVENTS AT THE AIRPORT AND PUBLIC PARKS**

**AIRPORT ROUTE**

\_\_\_\_ Hickory Regional Airport 5k      \_\_\_\_ Approval from Airport Manager Terry Clark

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

Name the new date proposed and time: \_\_\_\_\_

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

**PUBLIC PARKS ROUTES**

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

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

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

Henry Fork River Regional Recreation Park

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

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

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

Highland Recreation Center at Stanford Park Options

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

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

### ADDITIONAL GUIDELINES AND REQUIREMENTS

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

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

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

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

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

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

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

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

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

## ATTACHMENTS CHECKLIST

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

**All Events:**

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

**All Public Property Events:**

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

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

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

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

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

**-Waiver Request**

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

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

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

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

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

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

Safe Harbor Rescue Mission

**NAME OF NON-PROFIT ORGANIZATION**

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

Helps women who are in need (physically, emotionally) through Christ-centered programs be more successful and get back on track in life both personally and professionally.

**LIST ORGANIZATIONS OFFICERS:**

Vicki Murray, Executive Director

828-326-7233

**TELEPHONE**

Christie Clary, Volunteer and Community Outreach Coordinator

828-326-7233

**TELEPHONE**

**TELEPHONE**

**CHAIRPERSON OF THE SPECIAL EVENT:**

Vicki Murray

828-326-7233

**NAME**

**TELEPHONE**

210 Second Street SE Hickory, NC 28602

**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.*

7/12/2016

Date

Vicki Murray, Executive Director

President

Safe Harbor Rescue Mission

Non-Profit Organization

Approved by:

  
CITY MANAGER *Interim*

8/2/16  
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 Safe Harbor Rescue Mission, 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;

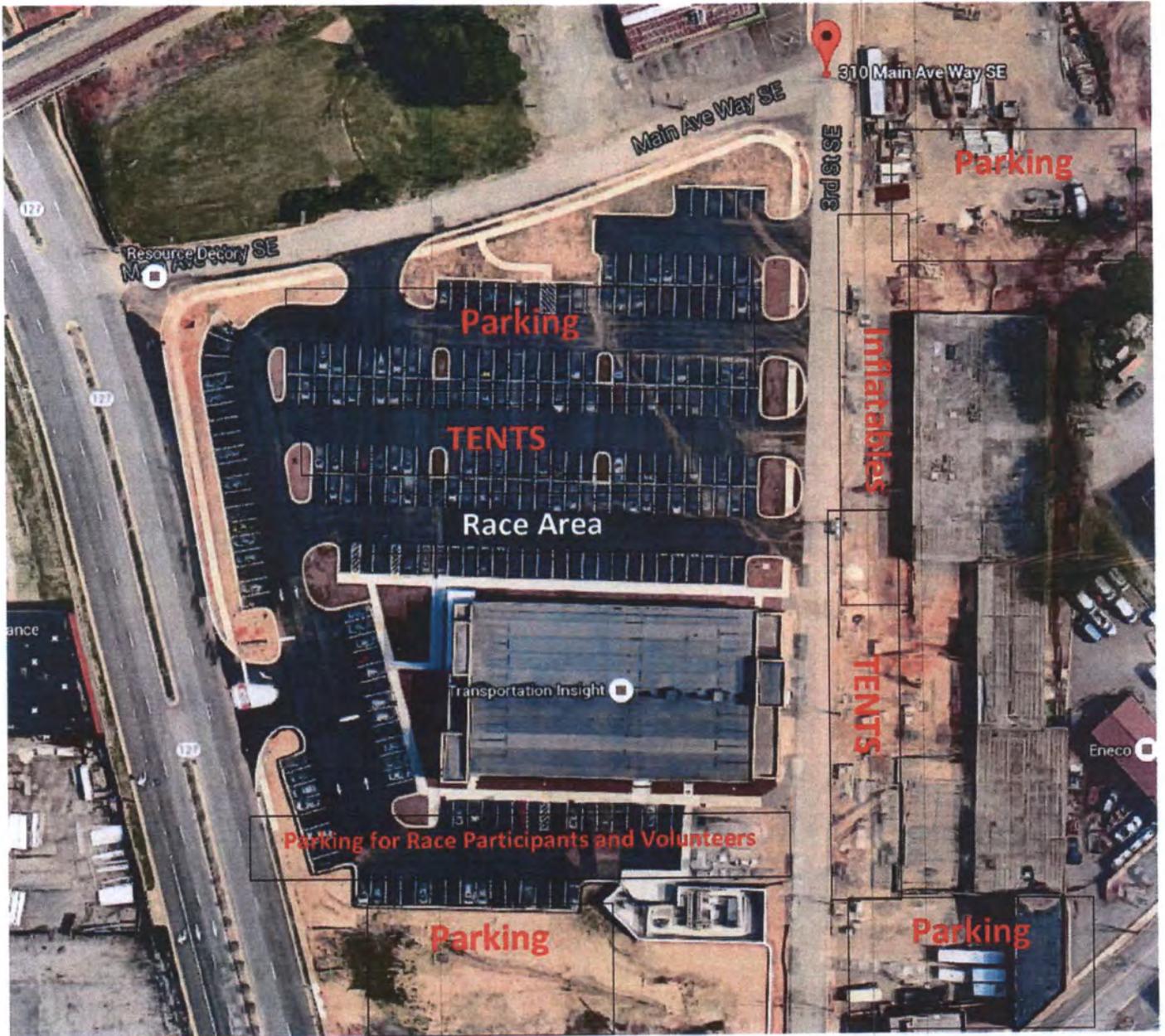
NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and for other good and sufficient consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

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 8<sup>th</sup> day of July, 2016.  
Laura Gauland  
President

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**Volunteer Plan:**

We will have 30+ volunteers and some of their duties will include but are not limited to:

- Assisting the racers
- Serving Lunch
- Cooking Lunch
- Helping Traffic Flow in the Parking Lots and Surrounding Areas
- Running the games/face painting after the race
- Running the Bake Sale
- First Aid





**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: Ridgeview Community Block Party 2016  
 Applicant Name & Title: Michael Crisp, MPO  
 Organization: Hickory Police Department  
 Mailing (Billing) Address: 347 2nd Ave, SW  
 City / State / Zip: Hickory/NC/28602  
 Daytime Phone: (828)324-2060 Cell: (828)430-0605 Email: mcrisp@hickorync.gov  
 Description of the Event: Free Community (FAMILY) Event with music, food and games. DJ and provided seating will be under the large picnic shelter

Does the event have a Twitter, Facebook or other social networking page? Yes  
 If yes, please list URL(s): Will be announced on the Hickory Police Department Facebook page

<b>Event Address:</b> Taft Broome Park, 115 7th Ave, SW, Hickory, NC 28602	
<b>Date of Event:</b> August 25, 2016	
<b>Event Start Time:</b> 1800 hrs	<b>Event End Time:</b> 2100 hrs
<b>Road Closure Begins (if applicable):</b> N/A	<b>Road Closure Ends (if applicable):</b> N/A
<b>Set-Up Begins:</b> 1700 hrs	<b>Clean-Up Ends:</b> 2200 hrs
<b>Preferred Date &amp; Time of Inspection:</b> N/A	
<b>Estimated Attendance:</b> 200 or more	
<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> This is a community event, volunteers and donations are used to provide food and entertainment.	

**APPLICANT'S SIGNATURE** Michael Crisp **DATE:** August 3, 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

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

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

# of Membrane Structure(s)  exceeding 400 square feet

**POWER SOURCES**

Will you use electric generators?  Yes  No

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

Provide contact information for contractor supplying generator power:

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

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

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

Provide contact information for person responsible for setup of power:

Name: City of Hickory Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**VOICE/MUSIC AMPLIFICATION**

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

If yes, state the number of bands and type of music: Number of bands: (1) DJ

Type(s) of music: R&B (mixed)

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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\**

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Will your event use amplified sound?  Yes  No

If yes, please indicate times: Start time: 1800 hrs Finish time: 2100 hrs

**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? N/A

Times for alcohol to be served: N/A

Locations within event site where alcohol will be served: N/A

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

**VENDORS**

List all commercial vendors who will be present during the event (serving, selling, sampling, or displaying).  
 Vendors are required to obtain a city privilege license. (Use additional sheet of paper if necessary)

VENDOR NAME	ADDRESS	PHONE NUMBER(S)
N/A		

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

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

**VENDORS**

Does the event include food vendors?  Yes  No

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

Served  Sold  Free  Catered  Prepared Outdoors

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

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

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

*(Use additional sheet if necessary)*

VENDOR	COOKING METHOD	FOOD ITEM
Community Volunteer	Charcoal	Hot Dogs

*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
8/25/2016	1700	Event Setup	
8/25/2016	1800	Event Begins	
8/25/2016	2100	Event Ends	
8/25/2016	2100-2000	Cleanup	

**CITY SERVICES**

The City of Hickory does not provide amenities such as portable washrooms, sound systems, tables, chairs, tents, cmopies or other equipment. The applicant is responsible for arranging and providing services such as solid waste, wastewater, event clean up, traffic control, etc.

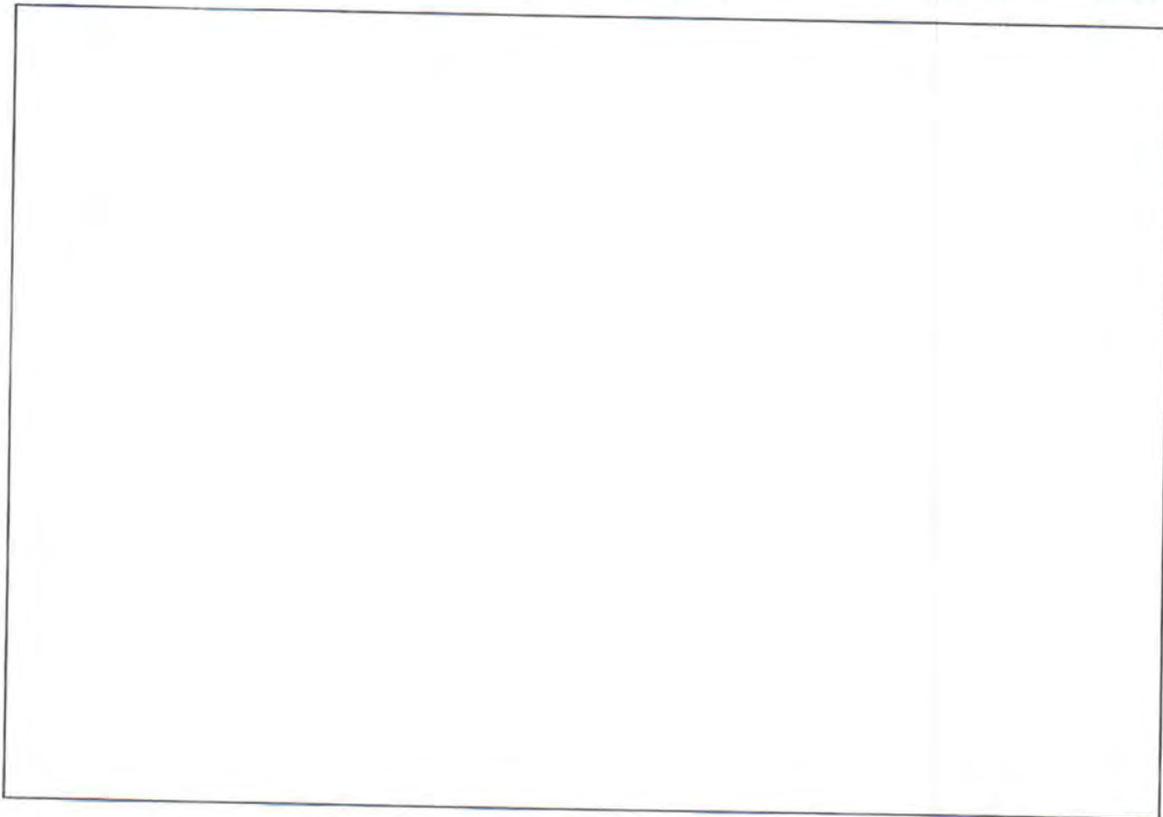
<p><b>ROLLOUT CARTS</b></p> <p>In order to determine what types of containers best suit the needs of the event, please answer the following questions:</p> <p>Will the event be serving/selling/distributing beverages? <input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No.</p> <p>If yes, in what containers will they come packaged in?  <input type="checkbox"/> Aluminum cans    <input type="checkbox"/> Glass bottles/jars    <input checked="" type="checkbox"/> Plastic bottles/jugs/jars</p> <p>How many rollout carts are you requesting for trash? <u>5</u></p> <p>How many recycle carts are you requesting? <u>2</u></p>
<p>Delivery Location? <b>Taft Broome Park, 115 7th Ave, SW, Hickory, NC 28602</b></p>
<p>Date and Time for rollout carts to be emptied/picked up?</p> <p><i>Applicants are responsible for cleaning and restoring the site after the event. Please pick up all trash including paper, plastic, bottles, cans and event marketing signs. 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 borne by the applicant. If you reasonably believe that no litter will be generated during your event, please state this in your plan.</i></p>
<p><b>PUBLIC PROPERTY CLEAN-UP</b></p> <p>Contracted personnel or volunteers may be used if indicated below. What is the clean-up plan for the event? <b>Event volunteers will ensure the area is clean prior to departure.</b></p>
<p>Will the event need City personnel to assist with event site clean-up? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Date &amp; Time for clean-up staff arrival: <b>N/A</b></p>
<p>Will any of the following services be used for the event:  <input checked="" type="checkbox"/> <b>N/A</b> Water Service    <input checked="" type="checkbox"/> <b>N/A</b> Wastewater Service    <input checked="" type="checkbox"/> <b>N/A</b> Portable Toilet Service</p>
<p><b>SAFETY AND SECURITY (CHECK TYPES OF SECURITY USED)</b></p> <p><input type="checkbox"/> Beer/Alcohol Security    <input type="checkbox"/> Stage Security    <input type="checkbox"/> Event Area Security    <input type="checkbox"/> Gate Security  <input type="checkbox"/> Road Closure Security    <input type="checkbox"/> Money Handling Security    <input type="checkbox"/> Other _____  <input type="checkbox"/> Overnight Security    From _____: _____ To _____: _____</p> <p>Dates &amp; Times security will be on site: <u>August 25, 2016 from 1700 hrs - 2200 hrs</u></p> <p>Security provided by: <u>HPD Sponsored</u>    Number of Security Personnel: _____</p> <p><i>Applicant may be required to hire sworn off-duty City of Hickory police officers to provide security to insure public safety. The Hickory Police Department will determine the number of security personnel required on site.</i></p>

### SITE PLAN

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

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

### SITE PLAN SKETCH



## **Special Events on Public Roadways, City Parks, and Airport**

### **Walk, Run, Cycle events on Public Roadways**

Name of Event: N/A

Proposed Date of Event: \_\_\_\_\_

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)
- 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 call Parks and Recreation to get OK prior to submitting Special Event application. Approval from Mack McLeod [mmcleod@hickorync.gov](mailto:mmcleod@hickorync.gov) or 828-322-7046)
- 5K 5 Winkler Park 5k** (Must call Parks and Recreation and Hickory Crawdads to get OK prior to submitting 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)
- Cycle Route 3** (55 mile)

**APPROVED ROUTES/EVENTS AT THE AIRPORT AND PUBLIC PARKS**

**AIRPORT ROUTE**

Hickory Regional Airport 5k  Approval from Airport Manager Terry Clark

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

Name the new date proposed and time: \_\_\_\_\_

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

**PUBLIC PARKS ROUTES**

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

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

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

Henry Fork River Regional Recreation Park

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

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

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

Highland Recreation Center at Stanford Park Options

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

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

## USE OF UNION SQUARE AND OTHER PUBLIC PLACES

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

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

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

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

Hickory Police Department

**NAME OF NON-PROFIT ORGANIZATION**

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

Community block party to help foster a positive relationship between the Hickory Police Department, citizens, and local businesses.

**LIST ORGANIZATIONS OFFICERS:**

Vidal Sipe, Capt

(828) 578-9671

**TELEPHONE**

James Kerlay, Lt

(828) 324-2060

**TELEPHONE**

**TELEPHONE**

**CHAIRPERSON OF THE SPECIAL EVENT:**

Michael Crisp, MPO

(828) 430-0605

**NAME**

**TELEPHONE**

Hickory Police Department, 347 2nd Ave, SW, Hickory, NC 28602

**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.*

8/3/2016

Date

Michael Crisp

President

Hickory Police Department

Non-Profit Organization

Approved by:

  
CITY MANAGER

8/10/16  
DATE

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

**COUNCIL AGENDA MEMOS**

**To:** City Manager's Office  
**From:** Kevin B. Greer, PE, Assistant Public Services Director-Public Utilities  
**Contact Person:** Kevin B. Greer, PE  
**Date:** August 16, 2016  
**Re:** Geitner Basin Replacement/Rehabilitation Project Utility Easement

**REQUEST**

Staff requests acceptance of a Temporary Construction and Permanent easement for the property of Capital Concepts Properties Limited Partnership described as PIN: 3702-13-14-6529 for installation of utilities infrastructure.

**BACKGROUND**

The easements are necessary for completion of the Geitner Basin Replacement/Rehabilitation Project. This project is completely funded through a loan to the City as a State Revolving Loan by NCDEQ-IFS in 2016 in the amount of \$3.5 Million.

**ANALYSIS**

The easements are necessary for the construction of the infrastructure required to serve this area and will not increase the cost of this construction project. The easement was negotiated for a total sum of recording fees in exchange for the easement.

**RECOMMENDATION**

Staff recommends acceptance of a Temporary Construction and Permanent easement for the property of Capital Concepts Properties Limited Partnership described as PIN: 3702-13-14-6529 for installation of utilities infrastructure.



DRAWN BY: Arnita M. Dula, Deputy City Attorney, City of Hickory  
P.O. Box 398, Hickory, NC 28603

**STATE OF NORTH CAROLINA**

**DEED OF EASEMENT  
(Sewer)**

**COUNTY OF CATAWBA**

THIS DEED OF EASEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between **Capital Concepts Properties Limited Partnership**, having a mailing address of **Post Office Box 3509, Hickory, North Carolina 28603**, (hereinafter referred to as "Grantor", whether singular or plural), and the **City of Hickory**, a North Carolina Municipal Corporation duly organized and existing under the laws of the State of North Carolina, having a mailing address of **Post Office Box 398, Hickory, North Carolina 28603**, and being situated in Catawba County, (hereinafter referred to as "Grantee");

THAT WHEREAS, said Grantor owns a certain tract of land located in Hickory Township, Catawba County, State of North Carolina, the same being the land conveyed to them by David L. Sparks and Lynne C. Sparks, husband and wife, pursuant to deed recorded in Book 2183 at Page 167 in the Office of the Register of Deeds of Catawba County, State of North Carolina; which deed is hereby referred to for greater certainty of description; and

WHEREAS, the City Council of the City of Hickory has determined that it is in the public interest to install, construct and maintain a sanitary sewer to serve the public throughout the City of Hickory.

**CAPITAL CONCEPTS PROPERTIES LIMITED PARTNERSHIP TO CITY OF HICKORY  
DEED OF EASEMENT**

-- 1 --

NOW, THEREFORE, said Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable consideration paid to the Grantor by Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said Grantee, its successors and assigns, a perpetual right and easement to install, construct and maintain a sanitary sewer, together with the attendant customary uses, including drainage and utilities, over, under, through, across, along and upon all that certain lot, tract, or parcel of land of the Grantor situated in Hickory Township, Catawba County, North Carolina, and more particularly described as follows, to-wit:

Being all of that area as shown on the attached Exhibit "A" entitled "Sewer Line Easement for City of Hickory across the property of: Capital Concepts Properties Ltd Partnership", prepared by J. Dallas Gordon, Professional Land Surveyor L-4826, dated June 16, 2016 to which reference is hereby made for greater certainty of description. And being a portion of that certain property described in Deed Book 2183 at Page 0167 of the Catawba County Registry. The subject property's North Carolina Parcel Identification Number is 3702-13-14-6529.

TO HAVE AND TO HOLD the said grant of right and easement unto it, the said Grantor, its successors and assigns forever.

The Grantor acknowledges that the City is acquiring this easement for the purpose of erecting, constructing and installing a sanitary sewer within the described easement, and specifically grants unto the Grantee the right to construct such structures or make the improvements on that grade according to such plans and specifications, as will, in the Grantee's opinion, best serve the public purpose. The Grantor further grants unto the Grantee or its agents the right to exceed this easement to cut and fill slopes, construct drainage structures and erosion control structures beyond the described easement. The payment of the purchase price for the easement conveyed shall be considered full compensation for the easement, and for any diminution in value that may result to the remaining property by virtue of proximity to the project, grade alignment, utility installation, or the alteration of drainage patterns and facilities.

The said grant shall include the right of ingress and egress over the easement on the land of the Grantor for the purpose of constructing, maintaining, repairing and enlarging said sewer line or removing any obstruction interfering with the enjoyment of this line and, in general, any rights and privileges which may be necessary for the permanent maintenance of said sewer line; provided, however, that nothing herein contained shall directly or indirectly be construed as authorizing the City of Hickory or its successors or assigns to injure, damage or remove any structure upon said land, and the Grantor herein expressly retains for himself, his heirs and assigns, the right to construct and maintain any and all buildings he may desire upon the said premises,

**CAPITAL CONCEPTS PROPERTIES LIMITED PARTNERSHIP TO CITY OF HICKORY  
DEED OF EASEMENT**

-- 2 --

provided the sewer line is protected in the manner required by the City Engineer.

The Grantor retains the right to use and cultivate said land along and upon said right-of-way.

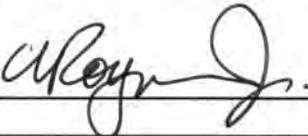
Grantee shall use its best efforts to minimize the removal of grass, shrubbery, plants, or other vegetation occasioned by the Grantee in constructing, maintaining, or altering said sewer line.

Grantee agrees to plant grass seed on and/or mulch the area disturbed during the sewer line construction process or after any maintenance or repair to the sewer line.

Should one or more of the Grantors be natural persons not joined by their respective spouses, it is conclusively presumed that the land conveyed is not the residence or business homestead of such Grantor. Should one or more of the Grantors be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of that party has been duly and legally authorized to so sign and there shall be no necessity for a seal or attestation.

TO HAVE AND TO HOLD the same, together with all the rights and appurtenances belonging thereto, unto the City of Hickory, its successors and assigns forever, and Grantor is hereby bound, together with all heirs, executors, administrators, or successors, to warrant and forever defend the easement granted herein unto the City of Hickory, its successors and assigns, against every person lawfully claiming the easement or any part thereof.

IN TESTIMONY WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

 \_\_\_\_\_ (SEAL)  
\_\_\_\_\_, Member/Manager

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA

I, Faith Welch, a Notary Public of CATAWBA County,  
North Carolina, do hereby certify that  
Charles A Rogers Jr, Member/Manager of  
Capital Concepts Properties Limited Partnership personally appeared before me this  
day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal this 26<sup>th</sup> day of July, 2016.

Faith K Welch  
Notary Public

(SEAL)

My Commission Expires: My Commission Expires March 23, 2021



CAPITAL CONCEPTS PROPERTIES LIMITED PARTNERSHIP TO CITY OF HICKORY  
DEED OF EASEMENT

**ACCEPTANCE**

Accepted by the Hickory City Council for and on behalf of the City of Hickory, North Carolina, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

**ATTEST:**

(SEAL)

\_\_\_\_\_  
Andrea Surratt, Interim City Manager

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

Approved as to form on behalf of the City of Hickory this 8<sup>th</sup> day of August, 2016.

*Arnita M. Dula*  
Arnita M. Dula, Deputy City Attorney



7  
**COUNCIL AGENDA MEMOS**

Exhibit VIII.G.

**To:** City Manager's Office  
**From:** Kevin B. Greer, PE, Assistant Public Services Director-Public Utilities  
**Contact Person:** Kevin B. Greer, PE  
**Date:** August 16, 2016  
**Re:** Geitner Basin Replacement/Rehabilitation Project Utility Easement

**REQUEST**

Staff requests acceptance of a Temporary Construction and Permanent easement for the property of Gateway 4 Properties, LLC described as PIN: 3702-09-15-6460 for installation of utilities infrastructure.

**BACKGROUND**

The easements are necessary for completion of the Geitner Basin Replacement/Rehabilitation Project. This project is completely funded through a loan to the City as a State Revolving Loan by NCDEQ-IFS in 2016 in the amount of \$3.5 Million.

**ANALYSIS**

The easements are necessary for the construction of the infrastructure required to serve this area and will not increase the cost of this construction project. The easement was negotiated for a total sum of recording fees in exchange for the easement.

**RECOMMENDATION**

Staff recommends acceptance of a Temporary Construction and Permanent easement for the property of Gateway 4 Properties, LLC described as PIN: 3702-09-15-6460 for installation of utilities infrastructure.



DRAWN BY: Arnita M. Dula, Deputy City Attorney, City of Hickory  
P.O. Box 398, Hickory, NC 28603

**STATE OF NORTH CAROLINA**

**DEED OF EASEMENT  
(Sewer)**

**COUNTY OF CATAWBA**

THIS DEED OF EASEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between **Gateway 4 Properties LLC**, having a mailing address of **785 US Highway 70 SW Ste 100, Hickory, North Carolina 28602**, (hereinafter referred to as "Grantor", whether singular or plural), and the **City of Hickory**, a North Carolina Municipal Corporation duly organized and existing under the laws of the State of North Carolina, having a mailing address of **Post Office Box 398, Hickory, North Carolina 28603**, and being situated in Catawba County, (hereinafter referred to as "Grantee");

THAT WHEREAS, said Grantor owns a certain tract of land located in Hickory Township, Catawba County, State of North Carolina, the same being the land conveyed to them by Gateway Investors, LLC, husband and wife, pursuant to deed recorded in Book 2406 at Page 1642 in the Office of the Register of Deeds of Catawba County, State of North Carolina; which deed is hereby referred to for greater certainty of description; and

WHEREAS, the City Council of the City of Hickory has determined that it is in the public interest to install, construct and maintain a sanitary sewer to serve the public throughout the City of Hickory.

**GATEWAY 4 PROPERTIES, LLC TO CITY OF HICKORY  
DEED OF EASEMENT**

-- 1 --

NOW, THEREFORE, said Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable consideration paid to the Grantor by Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said Grantee, its successors and assigns, a perpetual right and easement to install, construct and maintain a sanitary sewer, together with the attendant customary uses, including drainage and utilities, over, under, through, across, along and upon all that certain lot, tract, or parcel of land of the Grantor situated in Hickory Township, Catawba County, North Carolina, and more particularly described as follows, to-wit:

Being all of that area as shown on the attached Exhibit "A" entitled "Sewer Line Easement for City of Hickory across the property of: Gateway 4 Properties LLC", prepared by J. Dallas Gordon, Professional Land Surveyor L-4826, dated June 16, 2016 to which reference is hereby made for greater certainty of description. And being a portion of that certain property described in Deed Book 2406 at Page 1642 of the Catawba County Registry. The subject property's North Carolina Parcel Identification Number is 3702-09-15-6460.

TO HAVE AND TO HOLD the said grant of right and easement unto it, the said Grantor, its successors and assigns forever.

The Grantor acknowledges that the City is acquiring this easement for the purpose of erecting, constructing and installing a sanitary sewer within the described easement, and specifically grants unto the Grantee the right to construct such structures or make the improvements on that grade according to such plans and specifications, as will, in the Grantee's opinion, best serve the public purpose. The Grantor further grants unto the Grantee or its agents the right to exceed this easement to cut and fill slopes, construct drainage structures and erosion control structures beyond the described easement. The payment of the purchase price for the easement conveyed shall be considered full compensation for the easement, and for any diminution in value that may result to the remaining property by virtue of proximity to the project, grade alignment, utility installation, or the alteration of drainage patterns and facilities.

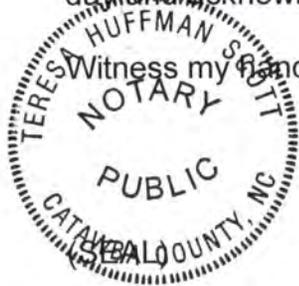
The said grant shall include the right of ingress and egress over the easement on the land of the Grantor for the purpose of constructing, maintaining, repairing and enlarging said sewer line or removing any obstruction interfering with the enjoyment of this line and, in general, any rights and privileges which may be necessary for the permanent maintenance of said sewer line; provided, however, that nothing herein contained shall directly or indirectly be construed as authorizing the City of Hickory or its successors or assigns to injure, damage or remove any structure upon said land, and the Grantor herein expressly retains for himself, his heirs and assigns, the right to construct and maintain any and all buildings he may desire upon the said premises,

**GATEWAY 4 PROPERTIES, LLC TO CITY OF HICKORY  
DEED OF EASEMENT**

-- 2 --

STATE OF NORTH CAROLINA  
COUNTY OF Catawba

I, Teresa Huffman Scott, a Notary Public of Catawba County,  
North Carolina, do hereby certify that  
Kevin D. Spencer & Debbie T. Spencer, Member/Managers of  
Capital Concepts Properties Limited Partnership personally appeared before me this  
day and acknowledged the execution of the foregoing instrument.



Witness my hand and seal this 26<sup>th</sup> day of July, 2016.

Teresa Huffman Scott  
Notary Public

My Commission Expires: 1/28/19

GATEWAY 4 PROPERTIES, LLC TO CITY OF HICKORY  
DEED OF EASEMENT

provided the sewer line is protected in the manner required by the City Engineer.

The Grantor retains the right to use and cultivate said land along and upon said right-of-way.

Grantee shall use its best efforts to minimize the removal of grass, shrubbery, plants, or other vegetation occasioned by the Grantee in constructing, maintaining, or altering said sewer line.

Grantee agrees to plant grass seed on and/or mulch the area disturbed during the sewer line construction process or after any maintenance or repair to the sewer line.

Should one or more of the Grantors be natural persons not joined by their respective spouses, it is conclusively presumed that the land conveyed is not the residence or business homestead of such Grantor. Should one or more of the Grantors be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of that party has been duly and legally authorized to so sign and there shall be no necessity for a seal or attestation.

TO HAVE AND TO HOLD the same, together with all the rights and appurtenances belonging thereto, unto the City of Hickory, its successors and assigns forever, and Grantor is hereby bound, together with all heirs, executors, administrators, or successors, to warrant and forever defend the easement granted herein unto the City of Hickory, its successors and assigns, against every person lawfully claiming the easement or any part thereof.

IN TESTIMONY WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

Kevin D. Spencer (SEAL)  
Member/Manager

Debra A. Spencer (SEAL)  
Member/Manager

**ACCEPTANCE**

Accepted by the Hickory City Council for and on behalf of the City of Hickory, North Carolina, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

**ATTEST:**

(SEAL)

\_\_\_\_\_  
Andrea Surratt, Interim City Manager

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

Approved as to form on behalf of the City of Hickory this 8<sup>th</sup> day of August, 2016.

Arnita M. Dula  
Arnita M. Dula, Deputy City Attorney

**GATEWAY 4 PROPERTIES, LLC TO CITY OF HICKORY  
DEED OF EASEMENT**



**COUNCIL AGENDA MEMOS**

**To:** City Manager's Office  
**From:** Kevin B. Greer, PE, Assistant Public Services Director-Public Utilities  
**Contact Person:** Kevin B. Greer, PE  
**Date:** August 16, 2016  
**Re:** Geitner Basin Replacement/Rehabilitation Project Utility Easement

**REQUEST**

Staff requests acceptance of a Temporary Construction and Permanent easement for the property of Walter Stephen Ikerd described as PIN: 3702-13-14-4561 for installation of utilities infrastructure.

**BACKGROUND**

The easements are necessary for completion of the Geitner Basin Replacement/Rehabilitation Project. This project is completely funded through a loan to the City as a State Revolving Loan by NCDEQ-IFS in 2016 in the amount of \$3.5 Million.

**ANALYSIS**

The easements are necessary for the construction of the infrastructure required to serve this area and will not increase the cost of this construction project. The easement was negotiated for a total sum of recording fees in exchange for the easement.

**RECOMMENDATION**

Staff recommends acceptance of a Temporary Construction and Permanent easement for the property of Walter Stephen Ikerd described as PIN: 3702-13-14-4561 for installation of utilities infrastructure.



DRAWN BY: Arnita M. Dula, Deputy City Attorney, City of Hickory  
P.O. Box 398, Hickory, NC 28603

**STATE OF NORTH CAROLINA**

**DEED OF EASEMENT  
(Sewer)**

**COUNTY OF CATAWBA**

THIS DEED OF EASEMENT, made this 22<sup>nd</sup> day of July, ~~2014~~ <sup>2016</sup>, by and between **WALTER STEPHEN IKERD**, having a mailing address of **4069 54<sup>TH</sup> Ave NE, Hickory, North Carolina 28601** (hereinafter referred to as "Grantor", whether singular or plural), and the **City of Hickory**, a North Carolina Municipal Corporation duly organized and existing under the laws of the State of North Carolina, having a mailing address of **Post Office Box 398, Hickory, North Carolina 28603**, and being situated in Catawba County, (hereinafter referred to as "Grantee");

THAT WHEREAS, said Grantor owns a certain tract of land located in Hickory Township, Catawba County, State of North Carolina, the same being the land conveyed to them pursuant to deed recorded in Book 1711 at Page 712 in the Office of the Register of Deeds of Catawba County, State of North Carolina; which deed is hereby referred to for greater certainty of description; and

WHEREAS, the City Council of the City of Hickory has determined that it is in the public interest to install, construct and maintain a sanitary sewer to serve the public in the vicinity of the described property, as well as throughout the City of Hickory.

**WALTER STEPHEN IKERD TO CITY OF HICKORY  
DEED OF EASEMENT**

NOW, THEREFORE, said Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable consideration paid to the Grantor by Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said Grantee, its successors and assigns, a perpetual right and easement to install, construct and maintain a sanitary sewer, together with the attendant customary uses, including drainage and utilities, over, under, through, across, along and upon all that certain lot, tract, or parcel of land of the Grantor situated in Hickory Township, Catawba County, North Carolina, and more particularly described as follows, to-wit:

Being all of that area as shown on the attached Exhibit "A" entitled "Sewer Line Easement for City of Hickory across the property of: Walter S. Ikerd", prepared by J. Dallas Gordon, Professional Land Surveyor L-4826, dated June 16, 2016 to which reference is hereby made for greater certainty of description. And being a portion of that certain property described in Deed Book 1711 at Page 712 of the Catawba County Registry. The subject property's North Carolina Parcel Identification Number is 3702-13-14-4561.

TO HAVE AND TO HOLD the said grant of right and easement unto it, the said Grantor, its successors and assigns forever.

The Grantor acknowledges that the City is acquiring this easement for the purpose of erecting, constructing and installing a sanitary sewer within the described easement, and specifically grants unto the Grantee the right to construct such structures or make the improvements on that grade according to such plans and specifications, as will, in the Grantee's opinion, best serve the public purpose. The Grantor further grants unto the Grantee or its agents the right to exceed this easement to cut and fill slopes, construct drainage structures and erosion control structures beyond the described easement. The payment of the purchase price for the easement conveyed shall be considered full compensation for the easement, and for any diminution in value that may result to the remaining property by virtue of proximity to the project, grade alignment, utility installation, or the alteration of drainage patterns and facilities.

The said grant shall include the right of ingress and egress over the easement on the land of the Grantor for the purpose of constructing, maintaining, repairing and enlarging said sewer line or removing any obstruction interfering with the enjoyment of this line and, in general, any rights and privileges which may be necessary for the permanent maintenance of said sewer line; provided, however, that nothing herein contained shall directly or indirectly be construed as authorizing the City of Hickory or its successors or assigns to injure, damage or remove any structure upon said land, and the Grantor herein expressly retains for himself, his heirs and assigns, the right to construct and maintain any and all buildings he may desire upon the said premises, provided the sewer line is protected in the manner required by the City Engineer.

**WALTER STEPHEN IKERD TO CITY OF HICKORY  
DEED OF EASEMENT**

- 2 -

The Grantor retains the right to use and cultivate said land along and upon said right-of-way.

Grantee shall use its best efforts to minimize the removal of grass, shrubbery, plants, or other vegetation occasioned by the Grantee in constructing, maintaining, or altering said sewer line.

Grantee agrees to plant grass seed on and/or mulch the area disturbed during the sewer line construction process or after any maintenance or repair to the sewer line.

The temporary easement will expire upon final completion of the project, including final certification and DENR acceptance.

Should one or more of the Grantors be natural persons not joined by their respective spouses, it is conclusively presumed that the land conveyed is not the residence or business homestead of such Grantor. Should one or more of the Grantors be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of that party has been duly and legally authorized to so sign and there shall be no necessity for a seal or attestation.

TO HAVE AND TO HOLD the same, together with all the rights and appurtenances belonging thereto, unto the City of Hickory, its successors and assigns forever, and Grantor is hereby bound, together with all heirs, executors, administrators, or successors, to warrant and forever defend the easement granted herein unto the City of Hickory, its successors and assigns, against every person lawfully claiming the easement or any part thereof.

IN TESTIMONY WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

  
WALTER STEPHEN IKERD

WALTER STEPHEN IKERD TO CITY OF HICKORY  
DEED OF EASEMENT

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA

I, Crystal B Mundy, a Notary Public of CATAWBA County, North Carolina, do hereby certify that Walter Stephen Ikerd, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal this 22nd day of July, 2016.



Crystal B Mundy  
Notary Public

My Commission Expires: 11/02/2017

WALTER STEPHEN IKERD TO CITY OF HICKORY  
DEED OF EASEMENT

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

**ATTEST:**

(SEAL)

\_\_\_\_\_  
Andrea Surratt, Interim City Manager

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

**STATE OF NORTH CAROLINA**  
**COUNTY OF CATAWBA**

I, \_\_\_\_\_, a Notary Public of said County and State, certify that **Andrea Surratt** personally appeared before me this day and acknowledged that she is the Interim City Manager of the City of Hickory, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the City Council of the City of Hickory, the foregoing instrument was signed in its name by the City Manager, sealed with its corporate seal and attested by her as its City Clerk.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

(SEAL)

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

**WALTER STEPHEN IKERD TO CITY OF HICKORY**  
**DEED OF EASEMENT**



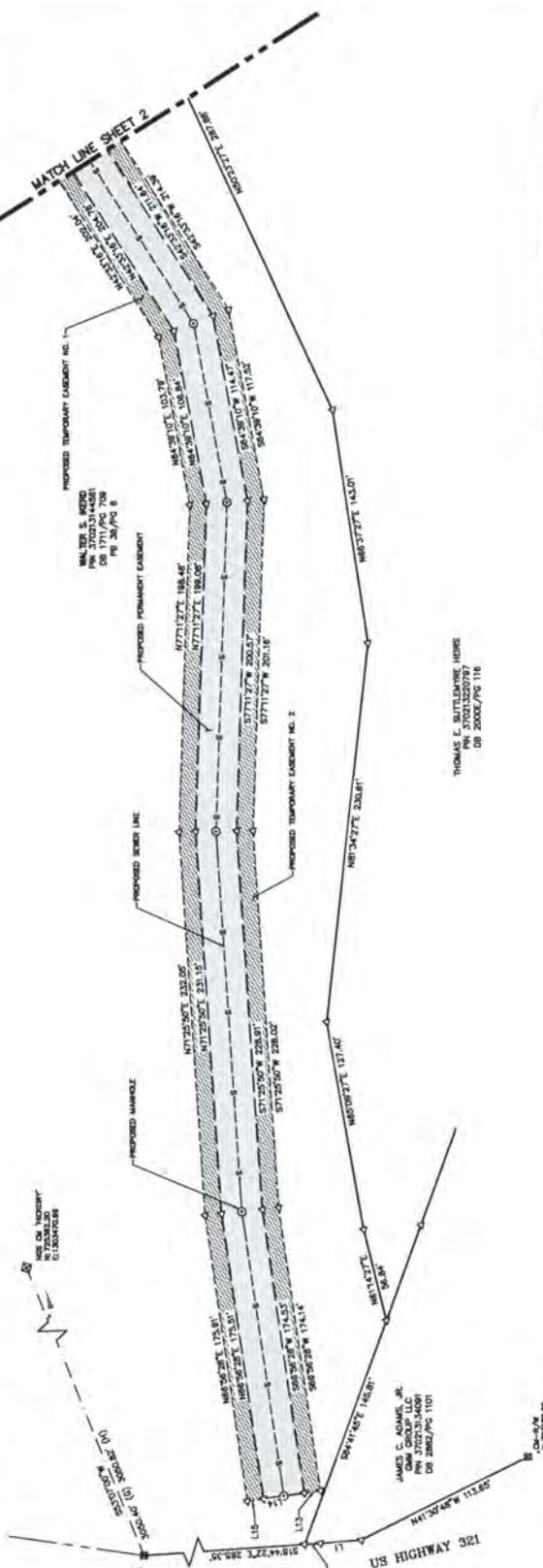
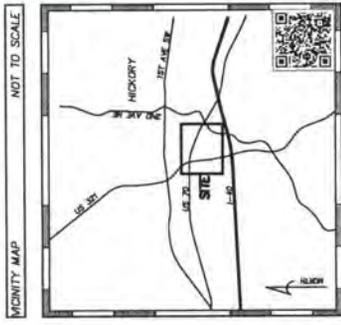
SPRAYER  
 SPARKY PROJECT No. 12-13-2015  
 MCGILL PROJECT No. 15.00.00



SEWER LINE EASEMENT FOR:  
**CITY OF HICKORY**  
 ACROSS THE PROPERTY OF:  
 WALTER S. MOORE  
 PIN NO. 3702(3)44561  
 DB 1711/PG 8  
 HICKORY TOWNSHIP  
 CATAWBA COUNTY, NORTH CAROLINA

State of North Carolina  
 County of Catawba  
 Review Office of  
 Catawba County certify that this map or plat to which this certification  
 is affixed meets all statutory requirements for recording.

Review Officer \_\_\_\_\_ Date \_\_\_\_\_



EASEMENT TABLE							
PERMANENT EASEMENT	TEMPORARY EASEMENT NO. 1	TEMPORARY EASEMENT NO. 2	TEMPORARY EASEMENT NO. 3				
SQ. FT.	ADRES	SQ. FT.	ADRES				
48,237	1,130	18,795	0.431	14,181	0.328	5,089	0.138

LINE TABLE		
LINE	BEARING	DISTANCE (F)
L1	S207735E	6.91'
L2	S243727W	4.54'
L3	N720403W	7.48'
L4	N230327W	10.00'
L5	N230327W	26.00'
L6	N230327W	10.00'
L7	S720403E	65.83'
L8	S207735E	77.50'



SHEET 1 OF 2



**Surveyor's Certifications:**  
 I, J. Dallas Gordon, certify that this plat was drawn under my supervision from an actual survey made under my supervision from deed description recorded in Book 1711/PG 708 and Plat Book 38/PG 8, that the position of the easement lines shown on this plat meets the requirements of G.S. 47-20 section 1-11-C, that the survey is of another category, such as the reestablishment of existing parcels, a court-ordered survey, or other exception to the definition of subdivision.  
 I further certify that this is a survey for a proposed sewer line easement.



**J. Dallas Gordon**  
 DALLAS GORDON, NC PLS L-4628  
 June 15, 2016  
 DATE

9

**COUNCIL AGENDA MEMOS**

**To: City Manager's Office**  
**From: Kevin B. Greer, PE, Assistant Public Services Director-Public Utilities**  
**Contact Person: Kevin B. Greer, PE**  
**Date: August 16, 2016**  
**Re: Central Business District Infrastructure Project Utility Easement**

**REQUEST**

Staff requests acceptance of a Temporary Construction and Permanent Storm Drainage easements for the property of Record Properties, Inc. described as PIN: 3703-19-50-1523 for installation of utilities infrastructure.

**BACKGROUND**

The easements are necessary for completion of the Central Business District Infrastructure Replacement and Rehabilitation Project. This project is partially funded by Public Utilities Department Fund Balance and all sanitary sewer improvements are to be funded through a loan to the City as a State Revolving Loan by NCDEQ-IFS in 2016 in the amount of \$1.3641 Million.

**ANALYSIS**

The easements are necessary for the construction of the infrastructure required to serve this area and will not increase the cost of this construction project. The easement was negotiated for a total sum of recording fees in exchange for the easement.

**RECOMMENDATION**

Staff recommends acceptance of a Temporary Construction and Permanent Storm Drainage easements for the property of Record Properties, Inc. described as PIN: 3703-19-50-1523 for installation of utilities infrastructure.



DRAWN BY: Arnita M. Dula, Deputy City Attorney, City of Hickory  
P.O. Box 398, Hickory, NC 28603

**STATE OF NORTH CAROLINA**

**COUNTY OF CATAWBA**

**DEED OF EASEMENT  
(Utility Easement)**

THIS DEED OF EASEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between **RECORD PROPERTIES, INC.**, having a mailing address of **Post Office Box 2887, Hickory, NC 28603** (hereinafter referred to as "Grantor", whether singular or plural), and the **City of Hickory**, a North Carolina Municipal Corporation duly organized and existing under the laws of the State of North Carolina, having a mailing address of **Post Office Box 398, Hickory, North Carolina 28603**, and being situated in Catawba County, (hereinafter referred to as "Grantee");

THAT WHEREAS, said Grantors own a certain tract of land located in Hickory Township, Catawba County, State of North Carolina, the same being the land conveyed to them pursuant to deed recorded in Book 2312 at Page 17 in the Office of the Register of Deeds of Catawba County, State of North Carolina; which deed is hereby referred to for greater certainty of description; and

NOW, THEREFORE, said Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable consideration paid to the Grantor by Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain,

**RECORD PROPERTIES, INC.  
TO CITY OF HICKORY  
DEED OF EASEMENT**

-- 1 --

sell and convey unto the said Grantee, its successors and assigns, a temporary construction easement and a perpetual right and easement for City owned public utility infrastructure which may include water, sanitary sewer and storm drainage easements over, under, through, across, along and upon all that certain lot, tract, or parcel of land of the Grantor situated in Hickory Township, Catawba County, North Carolina, as depicted on the attached map and more particularly described as follows, to-wit:

Being all of that area as shown on the attached Exhibit "A" entitled "Utility Easement Acquisition for City of Hickory", Prepared by Edwin S. Godsey, Professional Land Surveyor L-3470, dated February 2016 to which reference is hereby made for greater certainty of description. And being a portion of that certain property described in Deed Book 2312 at Page 17 of the Catawba County Registry. The subject property's North Carolina Parcel Identification Number is 3703-19-50-1523.

TO HAVE AND TO HOLD the said grant of right and easement unto it, the said Grantor, its successors and assigns forever.

The Grantor acknowledges that the City is acquiring this easement for the purpose of storm drainage, erecting, constructing and installing a sanitary sewer within the described easement area designated as the "Permanent Storm Drainage Easement Area 0.001 acres" on Exhibit 'A", and specifically grants unto the Grantee the right to construct such structures or make the improvements on that grade according to such plans and specifications, as will, in the Grantee's reasonable opinion, best serve the public purpose. The payment of the purchase price for the easement conveyed shall be considered full compensation for the easement, and for any diminution in value that may result to the remaining property by virtue of proximity to the project, grade alignment, utility installation, or the alteration of drainage patterns and facilities.

The said grant shall include the right of ingress and egress over the drainage easement area on the land of the Grantor for the purpose of storm drainage, constructing, maintaining, repairing and enlarging said sewer line or removing any obstruction interfering with the enjoyment of this line and, in general, any rights and privileges which may be reasonably necessary for the permanent maintenance of said sewer line; provided, however, that nothing herein contained shall directly or indirectly be construed as authorizing the City of Hickory or its successors or assigns to injure, damage or remove any structure upon said land, and the Grantor herein expressly retains for himself, his heirs and assigns, the right to construct and maintain any and all buildings they may desire upon the said premises, provided the sewer line is protected in the manner required by the City Engineer.

As used herein, the term "drainage" shall connote the flow of normal and excess

**RECORD PROPERTIES, INC.  
TO CITY OF HICKORY  
DEED OF EASEMENT**

-- 2 --

rainwater across the easement premises and shall be deemed to permit the installation of drainage piping and other equipment and structures within the drainage easement area reasonably necessary for proper drainage.

The Grantor retains the right to use and cultivate said land along and upon said drainage easement area.

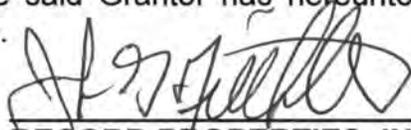
Grantee shall use its best efforts to minimize the removal of grass, shrubbery, plants, or other vegetation occasioned by the Grantee in constructing, maintaining, or altering said sewer line.

Grantee agrees to plant grass seed on and/or mulch the area disturbed during the sewer line construction process and after any maintenance or repair to the sewer line within the easement area.

Should one or more of the Grantors be natural persons not joined by their respective spouses, it is conclusively presumed that the land conveyed is not the residence or business homestead of such Grantor. Should one or more of the Grantors be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of that party has been duly and legally authorized to so sign and there shall be no necessity for a seal or attestation.

TO HAVE AND TO HOLD the same, together with all the rights and appurtenances belonging thereto, unto the City of Hickory, its successors and assigns forever, and Grantor is hereby bound, together with all heirs, executors, administrators, or successors, to warrant and forever defend the easement granted herein unto the City of Hickory, its successors and assigns, against every person lawfully claiming the easement or any part thereof.

IN TESTIMONY WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

  
\_\_\_\_\_  
**RECORD PROPERTIES, INC.** (SEAL)  
**President of Record Properties, Inc.**

**RECORD PROPERTIES, INC.  
TO CITY OF HICKORY  
DEED OF EASEMENT**

-- 3 --

STATE OF NORTH CAROLINA  
COUNTY OF Catawba

I, Kimberly M Washco, a Notary Public of Catawba County,  
North Carolina, do hereby certify that John G Millhollans,  
President of Record Properties, Inc. personally appeared before me this day and  
acknowledged the execution of the foregoing instrument.

Witness my hand and seal this 11 day of July, 2016.



Kimberly M Washco  
Notary Public

My Commission Expires: 1-27-2020

RECORD PROPERTIES, INC.  
TO CITY OF HICKORY  
DEED OF EASEMENT

**ACCEPTANCE**

Accepted by the Hickory City Council for and on behalf of the City of Hickory, North Carolina, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

**ATTEST:**

(SEAL)

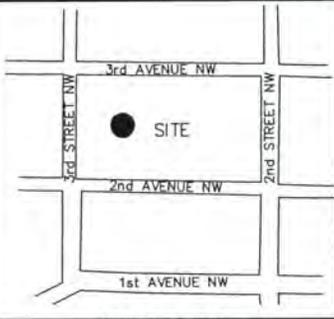
\_\_\_\_\_  
Andrea Surratt, Interim City Manager

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

Approved as to form on behalf of the City of Hickory this 8<sup>th</sup> day of August, 2016.

Arnita M. Dula  
Arnita M. Dula, Deputy City Attorney

**RECORD PROPERTIES, INC.  
TO CITY OF HICKORY  
DEED OF EASEMENT**



THE STATE PLANE COORDINATES (SPC) FOR THIS PROJECT WERE PRODUCED WITH STATIC GPS OBSERVATIONS AND PROCESSED WITH ONLINE POSITIONING USER SERVICE (OPUS). THE NETWORK POSITIONAL ACCURACY OF THE OPUS DERIVED POSITIONAL INFORMATION IS 0.04 FT. THE FOLLOWING CORRS WERE USED BY OPUS: PID, DM3523-NCHI HICKORY & PID, DEB425-GAST GASTON. HORIZONTAL POSITIONS ARE REFERENCED TO NAD83(2011). COMBINED FACTOR: 0.99985830.

GPS CONTROL POINT "A"  
60d NAIL  
NAD83 COORDINATES:  
Y=730,426.84 FT.  
X=1,305,472.48 FT.

I, Cal Overby, REVIEW OFFICER OF CATAWBA COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING

Cal Overby 4-5-2016  
REVIEW OFFICER DATE

VICINITY MAP

LEGEND

- PERM. SANITARY SEWER ESMT.
- PERM. STORM DRAINAGE ESMT.
- PERM. SANITARY SEWER/ STORM DRAINAGE ESMT. (OVERLAP)
- TEMP. CONST. EASEMENT
- EIP -EXISTING IRON PIN
- CP -COMPUTED POINT

25' PRESCRIPTIVE STORM DRAINAGE EASEMENT

1 JOHN G. MILLHOLLAND  
DAVID K. MILLHOLLAND  
MARJORIE M. MEYER  
DB 3165, PG 173  
PIN# 370319500534

2 RECORD PROPERTIES, INC.  
DB 2312, PG 17  
PIN# 370319501523

DAVID K. MILLHOLLAND  
MARJORIE M. MEYER  
DB 3165, PG 173  
PIN# 370319501573

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 02°09'31" W	20.29'
L2	S 16°47'38" E	21.41'
L3	N 02°09'31" W	29.66'
L4	S 16°48'17" E	52.71'

1st PRESBYTERIAN CHURCH OF HICKORY  
DB 1586 PG 766  
PIN# 370319501732

(GRID NAD-83)

TEMPORARY CONSTRUCTION EASEMENT AREA  
0.006 ACRES  
(278 SQ. FT.)

PERMANENT STORM DRAINAGE EASEMENT AREA  
0.001 ACRES  
(55 SQ. FT.)

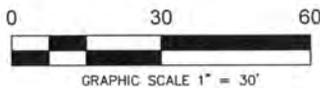
NAD83 GRID COORDINATES:  
Y=730,439.36 FT.  
X=1,305,140.91 FT.  
GRID TIE TO CONTROL POINT "A":  
S 87°50'20" E  
331.85' (GROUND)

2nd AVENUE NW

PREPARED BY:  
LANDTEC  
137 CROSS CENTER RD #253  
DENVER, NC 28037  
704-483-3201

This map was prepared from an actual field survey performed by LANDTEC for the purpose of easement acquisition only, and is not to be construed to be a boundary survey of the property shown

*Edwin S. Godsey*  
N.C. Professional Land Surveyor L-3470



CITY OF HICKORY  
CATAWBA COUNTY, NORTH CAROLINA  
UTILITY EASEMENT ACQUISITION EXHIBIT FOR:  
CITY OF HICKORY

SURVEY DATE(S):	2-16
PLAT DATE:	3-16
DRAWING SCALE:	1"=30'

**LANDTEC**  
SURVEYING ■ MAPPING

137 CROSS CENTER RD #253 OFFICE 704-483-3201  
DENVER, NC 28037 FAX 704-483-3202



10

**COUNCIL AGENDA MEMOS**

**To:** City Manager's Office  
**From:** Kevin B. Greer, PE, Assistant Public Services Director-Public Utilities  
**Contact Person:** Kevin B. Greer, PE  
**Date:** August 16, 2016  
**Re:** Central Business District Infrastructure Project Utility Easement

**REQUEST**

Staff requests acceptance of a Temporary Construction easement for the property of John G. Millholland, David K. Millholland and Marjorie M. Meyer described as PIN: 3703-19-50-0534 for installation of utilities infrastructure.

**BACKGROUND**

The easements are necessary for completion of the Central Business District Infrastructure Replacement and Rehabilitation Project. This project is partially funded by Public Utilities Department Fund Balance and all sanitary sewer improvements are to be funded through a loan to the City as a State Revolving Loan by NCDEQ-IFS in 2016 in the amount of \$1.3641 Million.

**ANALYSIS**

The easements are necessary for the construction of the infrastructure required to serve this area and will not increase the cost of this construction project. The easement was negotiated for a total sum of recording fees in exchange for the easement.

**RECOMMENDATION**

Staff recommends acceptance of a Temporary Construction easement for the property of John G. Millholland, David K. Millholland and Marjorie M. Meyer described as PIN: 3703-19-50-0534 for installation of utilities infrastructure.



DRAWN BY: Arnita M. Dula, Deputy City Attorney, City of Hickory  
P.O. Box 398, Hickory, NC 28603

**STATE OF NORTH CAROLINA**

**DEED OF EASEMENT  
(Utility Easement)**

**COUNTY OF CATAWBA**

THIS DEED OF EASEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between **JOHN G. MILLHOLLAND**, having a mailing address of **679 Moretz Ct., Hickory, NC 28601**; **DAVID K. MILLHOLLAND**, having a mailing address of **509A 26<sup>th</sup> Ave NW, Hickory, NC 28601**; and **MARJORIE M. MEYER**, having a mailing address of **7389 Dugway Road, Clinton, NY 13323** (hereinafter referred to as "Grantors", whether singular or plural), and the **City of Hickory**, a North Carolina Municipal Corporation duly organized and existing under the laws of the State of North Carolina, having a mailing address of **Post Office Box 398, Hickory, North Carolina 28603**, and being situated in Catawba County, (hereinafter referred to as "Grantee");

THAT WHEREAS, said Grantors own a certain tract of land located in Hickory Township, Catawba County, State of North Carolina, the same being the land conveyed to them pursuant to deed recorded in Book 3165 at Page 0173 in the Office of the Register of Deeds of Catawba County, State of North Carolina; which deed is hereby referred to for greater certainty of description; and

NOW, THEREFORE, said Grantor, for and in consideration of the sum of **TEN**

**JOHN G. MILLHOLLAND, DAVID K. MILLHOLLAND, AND MARJORIE M. MEYER  
TO CITY OF HICKORY  
DEED OF EASEMENT**

**AND NO/100 DOLLARS (\$10.00)** and other valuable consideration paid to the Grantor by Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said Grantee, its successors and assigns, a temporary construction easement, a perpetual right and easement for drainage purposes, and a perpetual right and easement to install, construct and maintain a sanitary sewer, together with the attendant customary uses, including drainage and utilities, over, under, through, across, along and upon all that certain lot, tract, or parcel of land of the Grantor situated in Clines Township, Catawba County, North Carolina, and more particularly described as follows, to-wit:

Being all of that area as shown on the attached Exhibit "A" entitled "Utility Easement Acquisition for City of Hickory", Prepared by Edwin S. Godsey, Professional Land Surveyor L-3470, dated February 2015 to which reference is hereby made for greater certainty of description. And being a portion of that certain property described in Deed Book 3165 at Page 173 of the Catawba County Registry. The subject property's North Carolina Parcel Identification Number is 3703-19-50-0534.

TO HAVE AND TO HOLD the said grant of right and easement unto it, the said Grantor, its successors and assigns forever.

The Grantor acknowledges that the City is acquiring this easement for the purpose of storm drainage, erecting, constructing and installing a sanitary sewer line within the described easement area designated as the "25 prescriptive sanitary sewer easement" on Exhibit "A", and specifically grants unto the Grantee the right to construct such structures or make the improvements on that grade according to such plans and specifications, as will, in the Grantee's reasonable opinion, best serve the public purpose. The Grantor further grants unto the Grantee or its agents the right to exceed this easement to cut and fill slopes, construct drainage structures and erosion control structures beyond the described easement. The payment of the purchase price for the easement conveyed shall be considered full compensation for the easement, and for any diminution in value that may result to the remaining property by virtue of proximity to the project, grade alignment, utility installation, or the alteration of drainage patterns and facilities.

The said grant shall include the right of ingress and egress over the sanitary sewer easement area on the land of the Grantor for the purpose of storm drainage, constructing, maintaining, repairing and enlarging said sewer line or removing any obstruction interfering with the enjoyment of this line and, in general, any rights and privileges which may be reasonably necessary for the permanent maintenance of said sewer line; provided, however, that nothing herein contained shall directly or indirectly be construed as authorizing the City of Hickory or its successors or assigns to injure, damage or remove any structure upon said land, and the Grantor herein expressly

**JOHN G. MILLHOLLAND, DAVID K. MILLHOLLAND, AND MARJORIE M. MEYER  
TO CITY OF HICKORY  
DEED OF EASEMENT**

-- 2 --

retains for himself, his heirs and assigns, the right to construct and maintain any and all buildings they may desire upon the said premises, provided the sewer line is protected in the manner required by the City Engineer.

As used herein, the term "drainage" shall connote the flow of normal and excess rainwater across the easement premises and shall be deemed to permit the installation of drainage piping and other equipment and structures within the sanitary sewer easement area reasonably necessary for proper drainage.

The Grantor retains the right to use and cultivate said land along and upon said easement area.

Grantee shall use its best efforts to minimize the removal of grass, shrubbery, plants, or other vegetation occasioned by the Grantee in constructing, maintaining, or altering said sewer line within the easement area.

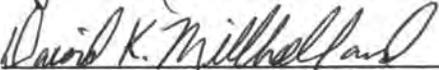
Grantee agrees to plant grass seed on and/or mulch the area disturbed during the sewer line construction process and after any maintenance or repair to the sewer line.

Should one or more of the Grantors be natural persons not joined by their respective spouses, it is conclusively presumed that the land conveyed is not the residence or business homestead of such Grantor. Should one or more of the Grantors be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of that party has been duly and legally authorized to so sign and there shall be no necessity for a seal or attestation.

TO HAVE AND TO HOLD the same, together with all the rights and appurtenances belonging thereto, unto the City of Hickory, its successors and assigns forever, and Grantor is hereby bound, together with all heirs, executors, administrators, or successors, to warrant and forever defend the easement granted herein unto the City of Hickory, its successors and assigns, against every person lawfully claiming the easement or any part thereof.

IN TESTIMONY WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

  
\_\_\_\_\_  
JOHN G. MILLHOLLAND (SEAL)

  
\_\_\_\_\_  
DAVID K. MILLHOLLAND (SEAL)

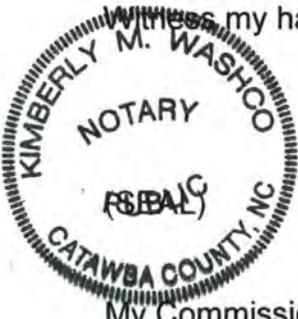
**JOHN G. MILLHOLLAND, DAVID K. MILLHOLLAND, AND MARJORIE M. MEYER  
TO CITY OF HICKORY  
DEED OF EASEMENT**

Marjorie M. Meyer (SEAL)  
MARJORIE M. MEYER

STATE OF NORTH CAROLINA  
COUNTY OF Catawba

I, Kimberly M Washco, a Notary Public of Catawba County,  
North Carolina, do hereby certify that John G. Millholland, personally appeared before  
me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal this 11 day of July, 2016.



Kimberly M Washco  
Notary Public

My Commission Expires: 4-27-2020

STATE OF NORTH CAROLINA  
COUNTY OF Catawba

I, Kimberly M Washco, a Notary Public of Catawba County,  
North Carolina, do hereby certify that David K. Millholland, personally appeared before  
me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal this 11 day of July, 2016.



Kimberly M Washco  
Notary Public

My Commission Expires: 4-27-2020

JOHN G. MILLHOLLAND, DAVID K. MILLHOLLAND, AND MARJORIE M. MEYER  
TO CITY OF HICKORY  
DEED OF EASEMENT

STATE OF NEW YORK  
COUNTY OF Oneida

I, Michelle Chilton, a Notary Public of Oneida County,

New York, do hereby certify that Marjorie M. Meyer, personally appeared

before me this day and acknowledged the execution of the foregoing

Instrument.

Witness my hand and seal this 18 day of July, 2016



Notary Public

MICHELLE S. CHILTON  
Notary Public, State of New York  
No. 01CH6314943  
Qualified in Oneida County

My Commission Expires: ~~My Commission Expires Nov. 17, 20~~ 18

**JOHN G. MILLHOLLAND, DAVID K. MILLHOLLAND, AND MARJORIE M. MEYER**

**TO CITY OF HICKORY  
DEED OF EASEMENT**

**ACCEPTANCE**

Accepted by the Hickory City Council for and on behalf of the City of Hickory, North Carolina, this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

**ATTEST:**

(SEAL)

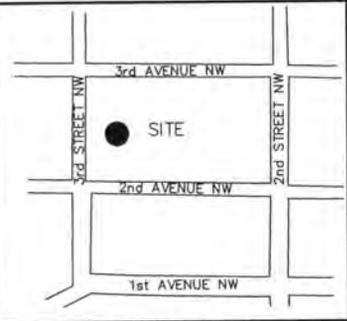
\_\_\_\_\_  
Andrea Surratt, Interim City Manager

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

Approved as to form on behalf of the City of Hickory this 8<sup>th</sup> day of August, 2016.

*Arnita M. Dula*  
Arnita M. Dula, Deputy City Attorney

**JOHN G. MILLHOLLAND, DAVID K. MILLHOLLAND, AND MARJORIE M. MEYER  
TO CITY OF HICKORY  
DEED OF EASEMENT**



VICINITY MAP

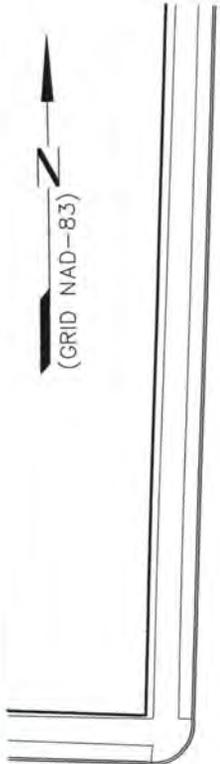
**LEGEND**

- PERM. SANITARY SEWER ESMT.
- PERM. STORM DRAINAGE ESMT.
- PERM. SANITARY SEWER/ STORM DRAINAGE ESMT. (OVERLAP)
- TEMP. CONST. EASEMENT
- EIP -EXISTING IRON PIN
- CP -COMPUTED POINT

I, Cal Overby REVIEW OFFICER OF  
 CATAWBA COUNTY, CERTIFY THAT THE MAP OR  
 PLAT TO WHICH THIS CERTIFICATION IS AFFIXED  
 MEETS ALL STATUTORY REQUIREMENTS FOR  
 RECORDING  
Cal Overby 4-5-2016  
 REVIEW OFFICER DATE

THE STATE PLANE COORDINATES (SPC) FOR  
 THIS PROJECT WERE PRODUCED WITH STATIC  
 GPS OBSERVATIONS AND PROCESSED WITH  
 ONLINE POSITIONING USER SERVICE (OPUS), THE  
 NETWORK POSITIONAL ACCURACY OF THE OPUS  
 DERIVED POSITIONAL INFORMATION IS 0.04 FT.  
 THE FOLLOWING CORRS WERE USED BY OPUS:  
 PID, DM3523-NCHI HICKORY & PID,  
 DEB425-CAST GASTON.  
 HORIZONTAL POSITIONS ARE REFERENCED TO  
 NAD83(2011). COMBINED FACTOR: 0.99985830.

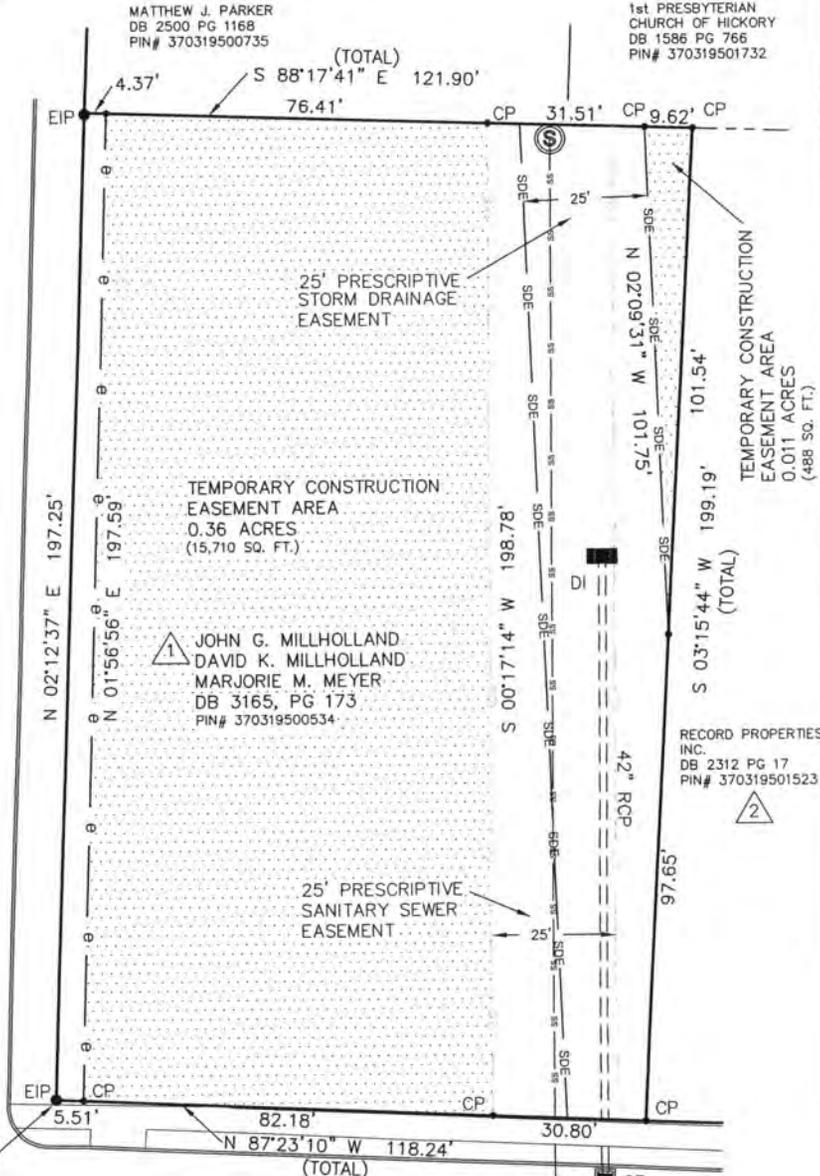
GPS CONTROL POINT "A"  
 60d NAIL  
 NAD83 COORDINATES:  
 Y=730,426.84 FT.  
 X=1,305,472.48 FT.



3rd STREET NW

2nd AVENUE NW

NAD83 GRID COORDINATES:  
 Y=730,446.80 FT.  
 X=1,304,972.85 FT.  
 GRID TIE TO CONTROL POINT "A":  
 S 87° 42' 50" E  
 500.27' (GROUND)



PREPARED BY:  
 LANDTEC  
 137 CROSS CENTER RD #253  
 DENVER, NC 28037  
 704-483-3201

This map was prepared from an actual field  
 survey performed by LANDTEC for the  
 purpose of easement acquisition only, and is  
 not to be construed to be a boundary survey  
 of the property shown.

Cal Overby  
 N.C. Professional Land Surveyor L-3470

CITY OF HICKORY  
 CATAWBA COUNTY, NORTH CAROLINA  
 UTILITY EASEMENT ACQUISITION EXHIBIT FOR:  
**CITY OF HICKORY**

SURVEY DATE(S):	3-16
PLAT DATE:	2-16
DRAWING SCALE:	1"=30'

**LANDTEC**  
 SURVEYING ■ MAPPING

137 CROSS CENTER RD #253  
 DENVER, NC 28037

OFFICE 704-483-3201  
 FAX 704-483-3202

NC FIRM LICENSE# F-1329

18

**COUNCIL AGENDA MEMOS**

Exhibit VIII.K.

**To: City Manager's Office**  
**From: Kevin B. Greer, PE, Assistant Public Services Director-Public Utilities**  
**Contact Person: Kevin B. Greer, PE**  
**Date: August 16, 2016**  
**Re: Central Business District Infrastructure Project Utility Easement**

**REQUEST**

Staff requests acceptance of a Temporary Construction and Permanent Sanitary Sewer/Storm Drainage easements for the property of Alpha Office Group, LLC described as PIN: 3702-07-59-1906 for installation of utilities infrastructure.

**BACKGROUND**

The easements are necessary for completion of the Central Business District Infrastructure Replacement and Rehabilitation Project. This project is partially funded by Public Utilities Department Fund Balance and all sanitary sewer improvements are to be funded through a loan to the City as a State Revolving Loan by NCDEQ-IFS in 2016 in the amount of \$1.3641 Million.

**ANALYSIS**

The easements are necessary for the construction of the infrastructure required to serve this area and will not increase the cost of this construction project. The easement was negotiated for a total sum of recording fees in exchange for the easement.

**RECOMMENDATION**

Staff recommends acceptance of a Temporary Construction and Permanent Sanitary Sewer/Storm Drainage easements for the property of Alpha Office Group, LLC described as PIN: 3702-07-59-1906 for installation of utilities infrastructure.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

Chuck Hansen  
Initiating Department Head

8/03/2016  
Date

Amita M. Dula  
Deputy City Attorney, A. Dula

8-8-16  
Date

Rodney Miller  
Asst. City Manager Rodney Miller

8-8-16  
Date

A. Surratt  
Asst. City Manager, A. Surratt

\_\_\_\_\_  
Date

Melissa Miller  
Finance Officer, Melissa Miller

8-5-16  
Date

Bo Weichel  
Purchasing Manager, Bo Weichel

8-8-16  
Date

\_\_\_\_\_  
Date

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

A. Surratt  
Interim City Manager, A. Surratt

8/11/16  
Date

DRAWN BY: Arnita M. Dula, Deputy City Attorney, City of Hickory  
P.O. Box 398, Hickory, NC 28603

**STATE OF NORTH CAROLINA**

**DEED OF EASEMENT  
(Utility Easement)**

**COUNTY OF CATAWBA**

THIS DEED OF EASEMENT, made this 7<sup>th</sup> day of JUNE, 2016, by and between **ALPHA OFFICE GROUP, LLC**, having a mailing address of **Post Office Box 939, Hickory, NC 28603** (hereinafter referred to as "Grantor", whether singular or plural), and the **City of Hickory**, a North Carolina Municipal Corporation duly organized and existing under the laws of the State of North Carolina, having a mailing address of **Post Office Box 398, Hickory, North Carolina 28603**, and being situated in Catawba County, (hereinafter referred to as "Grantee");

THAT WHEREAS, said Grantors own a certain tract of land located in Hickory Township, Catawba County, State of North Carolina, the same being the land conveyed to them pursuant to deed recorded in Book 1986 at Page 1363 in the Office of the Register of Deeds of Catawba County, State of North Carolina; which deed is hereby referred to for greater certainty of description; and

NOW, THEREFORE, said Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable consideration paid to the Grantor by Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain,

**ALPHA OFFICE GROUP, LLC  
TO CITY OF HICKORY  
DEED OF EASEMENT**

-- 1 --

sell and convey unto the said Grantee, its successors and assigns, a temporary construction easement and a perpetual right and easement for City owned public utility infrastructure which may include water, sanitary sewer and storm drainage easements over, under, through, across, along and upon all that certain lot, tract, or parcel of land of the Grantor situated in Hickory Township, Catawba County, North Carolina, as depicted on the attached map and more particularly described as follows, to-wit:

Being all of that area as shown on the attached Exhibit "A" entitled "Utility Easement Acquisition for City of Hickory", Prepared by Edwin S. Godsey, Professional Land Surveyor L-3470, dated February 2016 to which reference is hereby made for greater certainty of description. And being a portion of that certain property described in Deed Book 1986 at Page 1363 of the Catawba County Registry. The subject property's North Carolina Parcel Identification Number is 3702-07-59-1906.

TO HAVE AND TO HOLD the said grant of right and easement unto it, the said Grantor, its successors and assigns forever.

The Grantor acknowledges that the City is acquiring this easement for the purpose of storm drainage, erecting, constructing and installing a sanitary sewer within the described easement, and specifically grants unto the Grantee the right to construct such structures or make the improvements on that grade according to such plans and specifications, as will, in the Grantee's opinion, best serve the public purpose. The Grantor further grants unto the Grantee or its agents the right to exceed this easement to cut and fill slopes, construct drainage structures and erosion control structures beyond the described easement. The payment of the purchase price for the easement conveyed shall be considered full compensation for the easement, and for any diminution in value that may result to the remaining property by virtue of proximity to the project, grade alignment, utility installation, or the alteration of drainage patterns and facilities.

The said grant shall include the right of ingress and egress over the easement on the land of the Grantor for the purpose of storm drainage, constructing, maintaining, repairing and enlarging said sewer line or removing any obstruction interfering with the enjoyment of this line and, in general, any rights and privileges which may be necessary for the permanent maintenance of said sewer line; provided, however, that nothing herein contained shall directly or indirectly be construed as authorizing the City of Hickory or its successors or assigns to injure, damage or remove any structure upon said land, and the Grantor herein expressly retains for himself, his heirs and assigns, the right to construct and maintain any and all buildings he may desire upon the said premises, provided the sewer line is protected in the manner required by the City Engineer.

**ALPHA OFFICE GROUP, LLC  
TO CITY OF HICKORY  
DEED OF EASEMENT**

-- 2 --

As used herein, the term "drainage" shall connote the flow of normal and excess rainwater across the easement premises and shall be deemed to permit the installation of drainage piping and other equipment and structures necessary for proper drainage.

The Grantor retains the right to use and cultivate said land along and upon said right-of-way.

Grantee shall use its best efforts to minimize the removal of grass, shrubbery, plants, or other vegetation occasioned by the Grantee in constructing, maintaining, or altering said sewer line.

Grantee agrees to plant grass seed on and/or mulch the area disturbed during the sewer line construction process or after any maintenance or repair to the sewer line.

Should one or more of the Grantors be natural persons not joined by their respective spouses, it is conclusively presumed that the land conveyed is not the residence or business homestead of such Grantor. Should one or more of the Grantors be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of that party has been duly and legally authorized to so sign and there shall be no necessity for a seal or attestation.

TO HAVE AND TO HOLD the same, together with all the rights and appurtenances belonging thereto, unto the City of Hickory, its successors and assigns forever, and Grantor is hereby bound, together with all heirs, executors, administrators, or successors, to warrant and forever defend the easement granted herein unto the City of Hickory, its successors and assigns, against every person lawfully claiming the easement or any part thereof.

IN TESTIMONY WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

 *partner* (SEAL)

**ALPHA OFFICE GROUP, LLC  
Member/Manager of Alpha Office Group,  
LLC**

*DONALD R. BRITTAN, PARTNER*

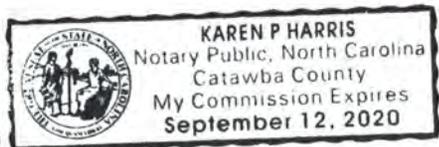
**ALPHA OFFICE GROUP, LLC  
TO CITY OF HICKORY  
DEED OF EASEMENT**

-- 3 --

STATE OF NORTH CAROLINA  
COUNTY OF Catawba

I, Karen P. Harris, a Notary Public of Catawba County,  
North Carolina, do hereby certify that Donald R. Brittain,  
Member/Manager of Alpha Office Group, LLC personally appeared before me this day  
and acknowledged the execution of the foregoing instrument.

Witness my hand and seal this 7th day of June, 2016.



(SEAL)

Karen P. Harris  
Notary Public

My Commission Expires: 9/12/2020

ALPHA OFFICE GROUP, LLC  
TO CITY OF HICKORY  
DEED OF EASEMENT

**ACCEPTANCE**

Accepted by the Hickory City Council for and on behalf of the City of Hickory, North Carolina, this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

**ATTEST:**

(SEAL)

\_\_\_\_\_  
Andrea Surratt, Interim City Manager

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

Approved as to form on behalf of the City of Hickory this 8<sup>th</sup> day of August, 2016.

*Arnita M. Dula*  
Arnita M. Dula, Deputy City Attorney

**ALPHA OFFICE GROUP, LLC  
TO CITY OF HICKORY  
DEED OF EASEMENT**

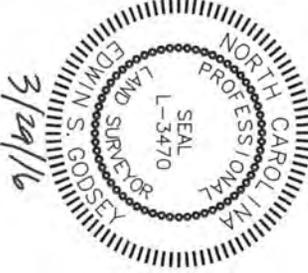
-- 5 --



(GRID NAD-83)

VICINITY MAP

- LEGEND**
- ▨ PERM. SANITARY SEWER ESMT.
  - ▨ PERM. STORM DRAINAGE ESMT.
  - ▨ PERM. SANITARY SEWER/STORM DRAINAGE ESMT. (OVERLAP)
  - ▨ TEMP. CONST. EASEMENT
  - ⊠ EXISTING IRON PIN
  - COMPUTED POINT
  - PKS -P-K NAIL SET



PREPARED BY:  
 LANDTEC  
 137 CROSS CENTER RD #253  
 DENVER, NC 28037  
 704-483-3201

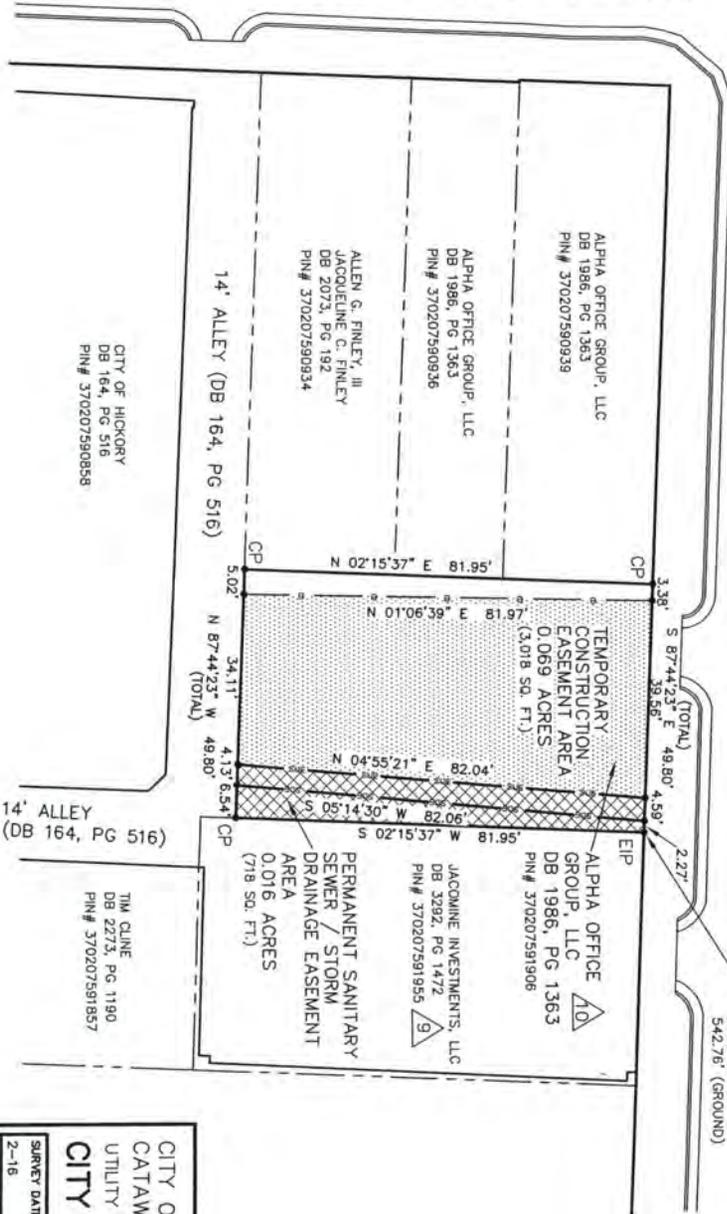
This map was prepared from an actual field survey performed by LANDTEC for the purpose of easement acquisition only, and is not to be construed to be a boundary survey of the property shown.

N.C. Professional Land Surveyor L-3470

*Edwin S. Godsey*

3RD STREET NW

1st AVENUE NW

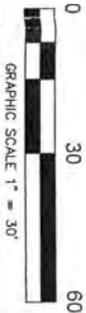


NAD83 GRID COORDINATES:  
 X=1,305,126.61 FT  
 Y=730,008.66 FT  
 GRID TIE TO CONTROL POINT \*A\*  
 N 39° 35' 35" E  
 542.76' (GROUND)

THE STATE PLANE COORDINATES (SPC) FOR THIS PROJECT WERE PRODUCED WITH STATIC GPS OBSERVATIONS AND PROCESSED WITH ONLINE POSITIONING USER SERVICE (OPUS). THE NETWORK POSITIONAL ACCURACY OF THE OPUS DERIVED POSITIONAL INFORMATION IS 0.04 FT. THE FOLLOWING CORRS WERE USED BY OPUS: PID, DM3523-NOH HICKORY & PID, DBR423-GAST GASTON. HORIZONTAL POSITIONS ARE REFERENCED TO NAD83(2011), COMBINED FACTOR: 0.99985830.

GPS CONTROL POINT \*A\*  
 60d NAIL  
 NAD83 COORDINATES:  
 X=1,305,472.48 FT.  
 Y=730,426.84 FT.

Edwin S. Godsey REVIEW OFFICER OF CATAMBA COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
 REVIEW OFFICER: *Edwin S. Godsey* DATE: 4-5-2016



CITY OF HICKORY  
 CATAMBA COUNTY, NORTH CAROLINA  
 UTILITY EASEMENT ACQUISITION EXHIBIT FOR:  
 CITY OF HICKORY

SURVEY DATE(S):	2-16
PLAT DATE:	3-16
DRAWING SCALE:	1" = 30'



COUNCIL AGENDA MEMOS

Exhibit VIII.L.

To: City Manager's Office  
From: Kevin B. Greer, PE, Assistant Public Services Director-Public Utilities  
Contact Person: Kevin B. Greer, PE  
Date: August 16, 2016  
Re: Random Woods Subdivision Sanitary Sewer Easement

**REQUEST**

Staff requests acceptance of a 25-ft temporary construction and 25-ft permanent sanitary sewer line easement for the property of Jerry Lynn Hefner described as PIN: 3724-18-31-6143 for installation of a sanitary sewer line.

**BACKGROUND**

This temporary and permanent easement is necessary for completion of the Random Woods Subdivision Sanitary Sewer Project. This project was awarded to the City as a State Revolving Grant by NCDENR-DWQ in 2012 in the amount of \$2.946 Million.

**ANALYSIS**

This easement is necessary for the construction of the infrastructure required to serve this area with sanitary sewer and will not increase the cost of this construction project. The easement was negotiated for a total sum of two thousand five hundred and 00/100 dollars (\$2,500.00) and one 4-inch service connections in exchange for the easement.

**RECOMMENDATION**

Staff recommends acceptance of a 25-ft temporary construction and 25-ft permanent sanitary sewer line easement for the property of Jerry Lynn Hefner described as PIN: 3724-18-31-6143 for installation of a sanitary sewer line.



DRAWN BY: Arnita M. Dula, Deputy City Attorney, City of Hickory  
P.O. Box 398, Hickory, NC 28603

**STATE OF NORTH CAROLINA**

**DEED OF EASEMENT  
(Sewer)**

**COUNTY OF CATAWBA**

THIS DEED OF EASEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between **JERRY LYNN HEFNER**, having a mailing address of **PO BOX 54, Drexel, North Carolina 28619** (hereinafter referred to as "Grantor", whether singular or plural), and the **City of Hickory**, a North Carolina Municipal Corporation duly organized and existing under the laws of the State of North Carolina, having a mailing address of **Post Office Box 398, Hickory, North Carolina 28603**, and being situated in Catawba County, (hereinafter referred to as "Grantee");

THAT WHEREAS, said Grantor owns a certain tract of land located in Hickory Township, Catawba County, State of North Carolina, the same being the land conveyed to them pursuant to deed recorded in Book 2097 at Page 1926 in the Office of the Register of Deeds of Catawba County, State of North Carolina; which deed is hereby referred to for greater certainty of description; and

WHEREAS, the City Council of the City of Hickory has determined that it is in the public interest to install, construct and maintain a sanitary sewer to serve the public in the vicinity of the described property, as well as throughout the City of Hickory.

**JERRY LYNN HEFNER TO CITY OF HICKORY  
DEED OF EASEMENT**

- 1 -

NOW, THEREFORE, said Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable consideration paid to the Grantor by Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said Grantee, its successors and assigns, a perpetual right and easement to install, construct and maintain a sanitary sewer, together with the attendant customary uses, including drainage and utilities, over, under, through, across, along and upon all that certain lot, tract, or parcel of land of the Grantor situated in Hickory Township, Catawba County, North Carolina, and more particularly described as follows, to-wit:

**Temporary Easement:**

Being all that temporary right of way sewer easement across the Grantor's property in the City of Hickory, shown on the attached Exhibit "A" entitled "Sanitary Sewer Easements for: City of Hickory across the properties of: Jerry L. Hefner", prepared by Christopher F. Jordan, Professional Land Surveyor L-4956, dated May 25, 2016 to which reference is hereby made for greater certainty of description. And being a portion of that certain property described in Deed Book 2097 at Page 1926 of the Catawba County Registry. The subject property's North Carolina Parcel Identification Number is 3724-18-31-6143.

**Permanent Easement:**

Being all the permanent right of way sewer easement across the Grantor's property in the City of Hickory, shown on the attached Exhibit "A" entitled "Sanitary Sewer Easements for: City of Hickory across the properties of: Jerry L. Hefner", prepared by Christopher F. Jordan, Professional Land Surveyor L-4956, dated May 25, 2016 to which reference is hereby made for greater certainty of description. And being a portion of that certain property described in Deed Book 2097 at Page 1926 of the Catawba County Registry. The subject property's North Carolina Parcel Identification Number is 3724-18-31-6143.

TO HAVE AND TO HOLD the said grant of right and easement unto it, the said Grantor, its successors and assigns forever.

The Grantor acknowledges that the City is acquiring this easement for the purpose of erecting, constructing and installing a sanitary sewer within the described easement, and specifically grants unto the Grantee the right to construct such structures or make the improvements on that grade according to such plans and specifications, as will, in the Grantee's opinion, best serve the public purpose. The Grantor further grants unto the Grantee or its agents the right to exceed this easement to cut and fill slopes, construct drainage structures and erosion control structures beyond the described easement. The payment of the purchase price for the easement conveyed shall be considered full compensation for the easement, and for any diminution in value that may

**JERRY LYNN HEFNER TO CITY OF HICKORY  
DEED OF EASEMENT**

- 2 -

result to the remaining property by virtue of proximity to the project, grade alignment, utility installation, or the alteration of drainage patterns and facilities.

The said grant shall include the right of ingress and egress over the easement on the land of the Grantor for the purpose of constructing, maintaining, repairing and enlarging said sewer line or removing any obstruction interfering with the enjoyment of this line and, in general, any rights and privileges which may be necessary for the permanent maintenance of said sewer line; provided, however, that nothing herein contained shall directly or indirectly be construed as authorizing the City of Hickory or its successors or assigns to injure, damage or remove any structure upon said land, and the Grantor herein expressly retains for himself, his heirs and assigns, the right to construct and maintain any and all buildings he may desire upon the said premises, provided the sewer line is protected in the manner required by the City Engineer.

The Grantor retains the right to use and cultivate said land along and upon said right-of-way.

Grantee shall use its best efforts to minimize the removal of grass, shrubbery, plants, or other vegetation occasioned by the Grantee in constructing, maintaining, or altering said sewer line.

Grantee agrees to plant grass seed on and/or mulch the area disturbed during the sewer line construction process or after any maintenance or repair to the sewer line.

The temporary easement will expire upon final completion of the project, including final certification and DENR acceptance.

Should one or more of the Grantors be natural persons not joined by their respective spouses, it is conclusively presumed that the land conveyed is not the residence or business homestead of such Grantor. Should one or more of the Grantors be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of that party has been duly and legally authorized to so sign and there shall be no necessity for a seal or attestation.

TO HAVE AND TO HOLD the same, together with all the rights and appurtenances belonging thereto, unto the City of Hickory, its successors and assigns forever, and Grantor is hereby bound, together with all heirs, executors, administrators, or successors, to warrant and forever defend the easement granted herein unto the City of Hickory, its successors and assigns, against every person lawfully claiming the easement or any part thereof.

IN TESTIMONY WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

**JERRY LYNN HEFNER TO CITY OF HICKORY  
DEED OF EASEMENT**

- 3 -

Jerry Lynn Hefner (SEAL)  
JERRY LYNN HEFNER

STATE OF NORTH CAROLINA  
COUNTY OF Catawba

I, Kimberly D Johnson, a Notary Public of Caldwell County, North Carolina, do hereby certify that **Jerry Lynn Hefner**, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal this 2 day of August, 2016

Kimberly D Johnson  
Notary Public



My Commission Expires: 5-19-2019

JERRY LYNN HEFNER TO CITY OF HICKORY  
DEED OF EASEMENT

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

**ATTEST:**

(SEAL)

\_\_\_\_\_  
Andrea Surratt, Interim City Manager

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

**STATE OF NORTH CAROLINA**  
**COUNTY OF CATAWBA**

I, \_\_\_\_\_, a Notary Public of said County and State, certify that Andrea Surratt personally appeared before me this day and acknowledged that she is the Interim City Manager of the City of Hickory, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the City Council of the City of Hickory, the foregoing instrument was signed in its name by the City Manager, sealed with its corporate seal and attested by her as its City Clerk.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

(SEAL)

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

**JERRY LYNN HEFNER TO CITY OF HICKORY**  
**DEED OF EASEMENT**



**To: City Manager's Office**

**From: Library – Sarah Greene, Library Director**

**Contact Person: Sarah Greene**

**Date: 8-4-2016**

**Re: Discarded library materials deleted from database**

### **REQUEST**

To surplus 8515 discarded library materials so that these materials may be given to the Friends of the Library to be sold at the Friends October 2016 book sale and/or at the "Corner Book Store" at Patrick Beaver Memorial Library.

### **BACKGROUND**

The Friends of the Library collect donated books and other materials on an ongoing basis to be sold at the annual October book sale and/or the Corner Book Store, the proceeds from which provide funds for library programming and other special activities. For many years the library has given the Friends materials that have been removed from the collection because they are out of date, in poor condition, or no longer needed to meet the collection development goals of the library.

### **ANALYSIS**

The sale of donated and discarded books is the primary fundraising activity of the Friends of the Library, and discarded library materials comprise a significant portion of their inventory. The sale of these items ultimately benefits the library and is an appropriate means of disposing of unneeded materials.

### **RECOMMENDATION**

The library requests that discarded library materials be surplus and given to the Friends of the Library for their use at the annual October book sale and/or the "Corner Book Store."

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

*S. Greene*  
Initiating Department Head

8-4-16  
Date

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

8-8-16  
Date

*Rodney Miller*  
Asst. City Manager Rodney Miller

8-8-16  
Date

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

\_\_\_\_\_  
Date

*Melissa Miller*  
Finance Officer, Melissa Miller

8-5-16  
Date

*Bo Weichel*  
Purchasing Manager, Bo Weichel

8-8-16  
Date

\_\_\_\_\_  
Date

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

*C. Surratt*  
City Manager

8/11/16  
Date

**RESOLUTION NO. 16-**

**A RESOLUTION OF THE HICKORY CITY COUNCIL  
DECLARING SURPLUS LIBRARY BOOKS AND  
AUTHORIZING DONATION TO THE FRIENDS OF THE LIBRARY**

WHEREAS, the Hickory Public Library declares a list of 8,515 discarded, out of date in poor condition, or no longer needed to meet the collection development goals of the library; and

WHEREAS, the Library wishes to dispose of said property to The Friends of the Library for their use at the annual October book sale and/or the "Corner Book Store" at Patrick Beaver Memorial Library.

WHEREAS, G.S. 160A-280 allows the city to donate to another governmental unit within the United States, or a nonprofit organization incorporated after advertising and Council approval.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hickory, North Carolina:

SECTION 1. That authorization is given to the Hickory Public Library to dispose of the declared surplus in a manner serving the best interest of the City.

SECTION 2. This Resolution shall become effective upon adoption.

Adopted this the 16<sup>th</sup> day of August, 2016.

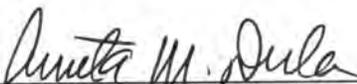
**City of Hickory**

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

ATTEST:

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

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

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



Life. Well Crafted.

Office of the City Clerk

Exhibit VIII.M.

City of Hickory  
PO Box 398  
Hickory, NC 28603  
Phone: (828) 323-7409  
Fax: (828) 323-7550  
Email: dmiller@hickorync.gov

CITY OF HICKORY  
PUBLIC NOTICE

The public will take notice that the City Council of the City of Hickory intends to consider a resolution at 7:00 p.m. on the 16<sup>th</sup> day of August 2016, in the Council Chambers of the Julian G. Whitener Municipal Building located at 76 North Center Street, Hickory, North Carolina, to declare surplus 8,515 discarded library materials. City Council will consider the donation of surplus to another governmental unit or a nonprofit organization under General Statute 160A-280.

Debbie D. Miller  
City Clerk  
City of Hickory

**PUBLISH: August 6, 2016**

13

COUNCIL AGENDA MEMOS

Exhibit VIII.N.

**To: City Manager's Office**

**From: Chuck Hansen**

**Contact Person: Miles Champion**

**Date: August 4, 2016**

**Re: Award of Contract for Pavement Resurfacing with FY 2016-17 Federal Funds,  
Bid 17-005**

**REQUEST**

Request to award the resurfacing contract utilizing federal funds to the responsible responsive low bidder, Maymead, Inc., for asphalt resurfacing in the amount of \$51.75 per ton for S9.5A asphalt surface, \$51.75 per ton for S9.5B asphalt surface, \$51.75 per ton for S4.75A asphalt surface, \$400.00 per ton for binder, \$8.00 per sq. yd. for asphalt milling (100-1,000 sq. yds.), \$4.00 per sq. yd. for asphalt milling (1,000-3,000 sq. yds.), \$3.50 per sq. yd. for asphalt milling (3,001-6,000 sq. yds.).

**BACKGROUND**

The Engineering Division staff prepared formal bid documents for an estimated 2028 tons of asphalt surface course and up to 6,000 square yards of asphalt milling. The asphalt binder unit price will be adjusted according to NCDOT standard procedures. All work will be paid on an in-place unit price basis as the Community Development Block Grant (CDBG) budget allows. Resurfacing under this contract will be performed in the CDBG eligible funding areas.

**ANALYSIS**

A detailed scope of work included in the complete set of specifications and an invitation to bid package (Bid No. 17-005) were developed by the City's Engineering Department. The project was advertised on the City's web site and bid documents were available electronically. Three (3) bidders submitted sealed bids: J.T. Russell & Sons, Inc., Maymead, Inc. and Midstate Contractors, Inc. The bids were informally opened on August 2, 2016. The bid tabulation is attached. Maymead, Inc. was the lowest bidder with a total bid amount of \$149,525. Contractor's prices are firm until June 30, 2017. Project will be coordinated and overseen by the City's Engineering Division and Street Division staff for the duration and completion of the resurfacing. Currently, there is \$92,000 in the CDBG Public Infrastructure line item, additional unbudgeted program income may be added if it becomes available over the FY 15-16 year.

**RECOMMENDATION**

Staff recommends that the resurfacing contract utilizing federal funds be awarded to the responsible responsive low bidder, Maymead, Inc., at the unit price of \$51.75 per ton for S9.5A asphalt surface, \$51.75 per ton for S9.5B asphalt surface, \$51.75 per ton for S4.75A asphalt surface, \$400.00 per ton for binder, \$8.00 per sq. yd. for asphalt milling (100-1,000 sq. yds.), \$4.00 per sq. yd. for asphalt milling (1,001-3,000 sq. yds.), \$3.50 per sq. yd. for asphalt milling (3,001-6,000 sq. yds.) for the pavement resurfacing project.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

Chuck Hansen *CH* 8/4/2016  
Initiating Department Head Date

Anita M. Dula *AM Dula* 8-8-16  
Deputy City Attorney, A. Dula Date

Rodney Miller *RM* 8-8-16  
Asst. City Manager, Rodney Miller Date

[Signature]  
Asst. City Manager, Date

Melissa Miller *MM* 8-5-16  
Finance Officer, Melissa Miller Date

M. Bennett  
Administrative Services Director Date

Bo Weichel *Bo Weichel* 8-8-16  
Purchasing Manager, Bo Weichel Date

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

[Signature]  
Interim City Manager, A. Surratt

8/11/16  
Date

CITY OF HICKORY  
 Bid Tabulation  
 17-005 Pavement Resurfacing with Federal funds 2016-17

5% Bid Bond

Item	Unit	Est. Qty.	J.T. Russell & Sons		Maymead		Midstate Contractors	
			Unit Price	Total	Unit Price	Total	Unit Price	Total
1) Asphalt Surface, S 9.5A	Ton	900	\$61.00	\$54,900.00	\$51.75	\$46,575.00	\$75.50	\$67,950.00
2) Asphalt Surface, S 9.5B	Ton	500	\$60.65	\$30,325.00	\$51.75	\$25,875.00	\$72.00	\$36,000.00
3) Asphalt Surface, S 4.75A	Ton	500	\$71.50	\$35,750.00	\$51.75	\$25,875.00	\$73.50	\$36,750.00
4) Binder, Grade PG 64-22	Ton	128	\$478.50	\$61,248.00	\$400.00	\$51,200.00	\$350.00	\$44,800.00
<b>TOTAL:</b>				<b>\$182,223.00</b>		<b>\$149,525.00</b>		<b>\$185,500.00</b>

MILLING

Item	Unit	Est. Qty.	J.T. Russell & Sons		Maymead		Midstate Contractors	
			Unit Price	Total	Unit Price	Total	Unit Price	Total
Asphalt Milling	SY	100-1,000	\$15.00		\$8.00		\$4.00	
Asphalt Milling	SY	1,001-3,000	\$5.75		\$4.00		\$3.50	
Asphalt Milling	SY	3,001-6,000	\$3.50		\$2.50		\$3.00	



# CITY of HICKORY Invitation to Bid and Contract

Project Title:

Bid Number:

**Pavement Resurfacing with Federal Funds for 2016-17**

**17-005**

<b>SUBMIT SEALED BIDS TO:</b> Bo Weichel, Purchasing Manager PO Box 398 Hickory NC 28603 <a href="mailto:bweichel@hickorync.gov">bweichel@hickorync.gov</a> 828.323.7472		<b>DIRECT INQUIRIES TO:</b> Miles Champion, Senior Civil Engineer <a href="mailto:mchampion@hickorync.gov">mchampion@hickorync.gov</a> 828-302-3757	
<b>Deadline for Written Questions:</b> July 29 <sup>th</sup> , 2016 at 5:00 PM	<b>No Bids Received After Public Bid Opening:</b> <b>3:00 pm</b>	<b>August 2, 2016</b>	
		No public bid opening for this project	

<u>Vendor Name:</u> Maymead, Inc.	<u>Point of Contact:</u> W.B. Roark
<u>Mailing Address:</u> P.O. Box 911	
<u>City:</u> Mountain City, TN	<u>State:</u> TN
<u>Area Code and Phone Number:</u> (423) 727-2000	<u>Zip:</u> 37683
<u>Federal Employer Identification Number or Social Security Number:</u> 62-0284410	<u>Email Address:</u> wbr@maymead.com

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

**AFFIDAVIT:**

STATE OF Tennessee COUNTY OF Johnson, of lawful age, being first duly sworn, on oath says that:

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

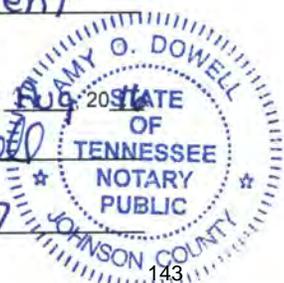
FIRM: Maymead, Inc.

ADDRESS: P.O. Box 911 Mountain City, TN 37683  
(City, State, Zip)

PHONE: (423) 727-2000

W.B. Roark  
SIGNATURE OF AUTHORIZED AGENT  
W.B. Roark - President  
PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 2<sup>nd</sup> day of Aug, 2016 STATE OF TENNESSEE  
Amy O. Dowell  
Notary Public  
My Commission Expires: 01/29/17



Project Title:

Bid Number:

**Pavement Resurfacing with Federal Funds for 2016-17**

**17-005**

***IMPORTANT INFORMATION AND INSTRUCTIONS***

1. **DOCUMENTS WITHIN THIS AGREEMENT:** The pages of this agreement consist of:
  - a. [Invitation and Bidder Information](#)
  - b. [Important Information and Instructions](#)
  - c. [General Conditions](#)
  - d. [Supplemental General Conditions](#)
  - e. [Special Conditions](#)
  - f. [Affidavit of Prime Contractor](#)
  - g. [Release and Waiver of Claims](#)
  - h. [Specifications/Description of Work to be Performed](#)
  - i. [Bid Form, Bonding, & General Contract](#)
  - j. [E-Verify Compliance Form](#)
  
1. **SUBMIT ALL PAGES:** All pages of this document will be used as the contract. Bidders shall submit ALL pages of this document with completed information.
  
2. **BIDDER SHALL WRITE ON THE OUTSIDE OF SEALED SUBMITTAL ENVELOPE:**
  - a. The name of the General Contractor
  - b. The Project Title and Project Number
  
3. **BIDS SHALL NOT BE QUALIFIED WITH ANY STATEMENTS ON THE BID FORMS OR BY SEPARATE ATTACHMENT.**

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

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*GENERAL CONDITIONS*

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

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

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

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

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

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

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This policy or policies shall hold harmless and indemnify the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the Bidder/Vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.

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

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- b. **Performance Bonds:** If a Performance Bond is required under the specifications of this agreement, the successful Bidder/Vendor must, prior to the award of the Contract, post the bond, certified check or cashier's check in the amount stated made payable to the City of Hickory. The Bidder's Bond posted will be returned to the successful Bidder/Vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the Bidder/Vendor. The Performance Bond will be released or returned to the Bidder/Vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.
42. **DISCRIMINATION:** Bidder/Vendor agrees, in connection with the performance of work under this contract, as follows:
- a. Bidder/Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation or affectation, national origin, ancestry, or physical or mental impairment. The Bidder/Vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, sexual orientation or affectation, national origin, ancestry or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bidder/Vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.
- b. The Bidder/Vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
- c. In the event of the Bidder/Vendor's non-compliance with the above non-discrimination clause, this contract may be terminated by the City. The Bidder/Vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the Bidder/Vendor.
43. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful Bidder/Vendor as a result of this bid. It shall be the Bidder/Vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid that will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the Bidder/Vendor.
44. **ANTI-KICKBACK PROVISIONS:** Contractor shall comply with the applicable regulations (herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so called "Anti-Kickback Act" of June 13, 1934) 48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirement thereof.
45. **CONTRACT WORK HOURS AND SAFETY STANDARDS:** Overtime Compensation Required by Contract Work Hours and Safety Standards Act (76 Stat. 357-360; Title 40 U.S.C., Sections 327-332).
- a. **Overtime Requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, which he has employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week.
- 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

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therefore shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States or other appropriate governing or regulatory body for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in Paragraph (1), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in Paragraph (1).

- c. **Withholding for Liquidated Damages:** The Owner shall withhold or cause to be withheld, from any monies payment on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided in the clause set forth in Paragraph (2) of this Section.
  - d. **Subcontracts:** The contractor shall insert in any subcontracts the clauses set forth in Paragraphs (1), (2) and (3) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts, which may be entered into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
  - e. **Questions Concerning Certain Federal Statutes and Regulations:** All questions arising under this contract which related to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said acts, or (d) the labor standards provisions of any other pertinent federal statute shall be referred through the Owner and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this contract.
46. **APPLICABILITY OF FEDERAL REGULATIONS TO FEDERALLY FUNDED PROJECTS:** If it is indicated in the specifications to this Agreement that federal funding is used in the completion of this project, the following provisions shall apply in compliance with the regulations of the United States Department of Housing and Urban Development.
- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them for complying with the Part 135 Regulations.
  - c. The contractor agrees to send each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization of workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
  - d. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other

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than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD-assisted contracts.

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

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

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

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

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

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

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

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

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

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

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*SUPPLEMENTAL GENERAL CONDITIONS*

1. **Builder's Risk-Installation Floater:** Contractor shall purchase Builder's Risk-Installation Floater in form acceptable to Owner covering property of Project for full cost of replacement as of time of any loss which shall include, as named insured, (1) Contractor, (2) all subcontractors, (3) Owner and Architect/Engineer, as their respective interests may prove to be at time of loss, covering insurable property which is subject of this Contract, whether in place, stored at job site, stored elsewhere, or in transit at risk of insured(s). Coverage shall be effected on "All Risk" form including, but not limited to, perils of fire, wind, vandalism, collapse, theft, and earthquake, with exclusions normal to cover. Contractor may arrange for such deductibles as it deems to be within its ability to self-assume, but it will be held solely responsible for amount of such deductible and for any coinsurance penalties. Any insured loss shall be adjusted with Owner and Contractor and paid to Owner and Contractor as Trustee for other insured.
2. In the event of a conflict between plans and specifications, the more stringent shall apply at no additional cost to the Owner. The ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly.
3. **Rejecting Defective Work:** ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
4. **Decisions on Requirements of Contract Documents and Acceptability of Work:** ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing with a request for a formal decision.
5. When functioning as interpreter and judge, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.
6. **Limitations on ENGINEER's Authority and Responsibilities:** ENGINEER will not supervise, direct, contract, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.
7. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

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### *SPECIAL CONDITIONS*

1. **COMPLIANCE WITH LAWS:** The bidder, at his own expense, shall obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance and shall comply with any and all other standards or regulations required by federal, state and local statute, ordinance, executive order and rules during the performance of any contract between the bidder and the City. Any such requirement specifically set forth in any contract document between the bidder and the City shall be supplementary to this section and not in substitution thereof.
2. **SPECIFICATIONS:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the City. All construction and materials shall conform to the City of Hickory's Manual of Practice which includes the standard specifications and details.
3. **GUARANTEE:** Unless otherwise specified by the City the bidder shall unconditionally guarantee the materials and workmanship on all material, construction, and/or services to be free from defect at the time of delivery and acceptance (to be determined by usage) by the City. If any defects are present which are due to faulty material, workmanship and/or services, the bidder at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the City. These repairs or replacements or adjustments shall be made only at such time as will be designated by the City as least detrimental to the operation of the City. Standard Manufacturer's warranties and other warranties normally offered by the bidder shall be in effect for all deliveries and shall be in addition to specific warranties or guarantees contained in this Bid. Statement of terms of standard warranty should be included with the bid.
4. **LICENSE:** All bidders must have proper license governing services provided.
5. **E-VERIFY COMPLIANCE:** Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the North Carolina General Statutes must comply with North Carolina Session Law 2013-418's E-Verify requirements to contract with local governments. E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. A completed E-Verify affidavit is required to enter any contract with the City of Hickory.
6. **IRAN DIVESTMENT ACT CERTIFICATION:** By executing this bid/contract, Bidder certifies they are not listed on the Iran Final Divestment List ("List") created by the State Treasurer pursuant to N.C.G.S. 147-86.58, Iran Divestment Act ("Act"). In compliance with the Act's requirement and N.C.G.S. § 147-86.59, Bidder shall not utilize in the performance of this agreement/contract any subcontractor that is identified on the List. The List can be found on the State Treasurer's website at the address [www.nctreasurer.com/iran](http://www.nctreasurer.com/iran) and should be updated at least every 180 days.



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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

SEAL:



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*RELEASE AND WAIVER OF CLAIMS AND CONSENT OF SURETY*

*PRIME CONTRACTOR*

On \_\_\_\_\_, 20\_\_ there personally appeared before me the undersigned authority in and for said County \_\_\_\_\_ (County) and State of \_\_\_\_\_ (State) by the name of \_\_\_\_\_ (Name), who is the \_\_\_\_\_ (Title), for \_\_\_\_\_ (Company).

Who being duly sworn by me, states that all payrolls, material bills, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance and other liabilities have been paid in full, incurred for use in the performance the above mentioned Project and waives any claims and releases the City of Hickory from any rights or claims for debts due and owing by virtue of the furnishing of any material or supplies of any lien thereon.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

SEAL:

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*SPECIFICATIONS/DESCRIPTION OF WORK TO BE PERFORMED*

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

**SCOPE**

The project includes resurfacing of various asphalt streets within the City of Hickory corporate limits and other City related properties in Catawba County (i.e. wastewater treatment plant in Catawba) in accordance with the plans and specifications. Owner shall provide a list of streets to be resurfaced by the Contractor and shall reserve the right to add or deduct from the list and adjust termination points on selected streets. List of streets shall be provided after award of contract.

Exact pavement depth shall be established on a case-by-case basis by the Owner. The asphalt overlay shall consist of S 4.75 A, S 9.5 A or S 9.5 B surface course as chosen by the Owner. The Owner shall determine asphalt mix and compacted thickness for each project location. Asphalt materials and installation shall be according to NCDOT standards. Some minor wedging may be required as directed by the Engineer and will be paid at the per ton price in the bid.

Full width shall be construed to include the entire area covered by asphalt pavement, which includes the gutter in some sections. At the intersections of the various roads, the overlay shall extend onto the intersecting roadway a sufficient distance to provide a smooth transition onto the existing asphalt pavement of the intersecting roadway. The milled section shall extend approximately 20 feet away from the edge of the intersecting street with the milling depth tapering from 1 ½" to zero to ensure a smooth transition. Tack shall be placed only on one (1) lane at a time unless approved by the City representative. Paving and rolling operations shall be completed on the first lane before tack is applied to the second lane to allow traffic to be diverted to the resurfaced lane. The paving machine shall not be placed on the newly resurfaced lane.

At the drive entrances adjacent to the street, asphalt shall be placed on the concrete drive entrance aprons beyond the existing edge of asphalt to provide a smooth transition onto the drive entrances. In parking lots, the existing asphalt may be milled to provide a smooth transition with existing concrete driveway/sidewalk aprons.

Retainage in the amount of ten percent (10%) shall be deducted from each payment request. Owner shall not pay final ten percent (10%) retainage until all punch list items are completed and all work accepted by Owner.

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**Project Schedule:**

FALL 2016 SCHEDULE:

**September 15, 2016: Notice to Proceed**

**November 15, 2016: Contract completed on or before 5:00 p.m.**

The City reserves the right to adjust the time line established above, reject any and all Bids, and reject any Bid Items that best meets the needs of the City.

There are no liquidated damages for this contract.

The Owner and Contractor shall discuss and agree upon specific start and finish date to perform each phase of the work. A phase of work shall consist of one or more specific streets or parking lots designated for milling and/or resurfacing. The Contractor shall meet these mutually agreed-upon dates in order to minimize confusion of the affected residents, landowners and travelling public. If the Contractor fails to begin work on the agreed-upon date for any reason other than inclement weather, then the Owner will give written notice to the Contractor that the Contract may be terminated after the second time the Contractor fails to begin a phase of work as scheduled. The Owner shall not be penalized in any way for termination of the Contract.

If the Contractor fails to complete all phases of work within the Schedules listed above, then the Owner reserves the right to terminate the contract immediately.

The schedule(s) and conditions in this Invitation To Bid and Contract shall not be affected by any other contracts entered into by the Bidder with the Owner.

**Contractor's Responsibilities:**

1. Visit the project site prior to submitting his bid and becoming familiar with site constraints, existing structures and project scope.
2. Attend a Pre-construction Conference with the Owner before any work begins.
3. After award of contract, visit the selected site(s) with City personnel to discuss traffic control, site constraints and project scope.
4. Comply with all requirements for **Federally funded** projects including but not limited to Certified Payroll and Davis-Bacon wage determinations.
5. Attend pre-paving meeting with the Owner prior to each phase of work to verify project conditions, project expectations, mix formulas and traffic control.
6. **Contractor shall perform resurfacing work on selected streets and /or parking lots within the Fall Schedule and Spring Schedule listed above. There are no liquidated damages. Refer to Project Schedule above for special contract conditions.**
7. All work shall be performed Monday through Friday during daylight hours unless night-time and/or weekend work is pre-approved by the Owner in writing.
8. Coordinate all work with Streets Department Personnel and Engineer. **Contractor shall notify Engineer at least 72 hours before work begins on street resurfacing. Contractor shall notify Engineer at least 7 calendar days before work begins on parking lot resurfacing.**
9. Obtain and pay for all contractors' permits.
10. Contractor shall provide temporary toilet facilities to the work zone at all times.
11. Provide work with respect to Contractor's trade in accordance with the plans and specifications. **Any and all sub-contractors proposed to be used by the Prime Contractor must be approved by the City before Notice to Proceed is issued.**
12. Provide all materials, labor and equipment necessary to provide a finished asphalt resurfacing in accordance with NCDOT standards. The Owner reserves the right to test finished work to verify quality.
13. Provide, pay for and maintain traffic control, temporary barricades, construction signs and warning devices as necessary in accordance with the most current Manual on Uniform Traffic Control Devices (MUTCD) and NCDOT standards.

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14. Provide and pay for certified flaggers at all locations where two-way traffic cannot be maintained and at all intersections where motorists may approach an active work zone. All flaggers shall carry proof of certification while on duty or they will be required to be replaced with flaggers with proof of certification.
15. An NCDOT certified quality control representative of the Contractor shall be on site at all times during paving operations.
16. Remove all debris generated by the Contractor. Remove safety fences, barricades and all other temporary safety measures installed by General Contractor after all work is complete.
17. Properly dispose of all debris and materials removed during construction. Remove all excess plant mix, dirt and grass from curb/gutters, sidewalks, driveways, lawns and medians generated from resurfacing operations the same day that paving operations occurred.
18. Requests for payment shall be submitted on standard forms approved by the City on or before the 25<sup>th</sup> day of the month. Requests for payment shall include notarized, original tax statements. Certified Payroll forms (Federally funded projects only) shall be submitted with payment request. Unit quantities must be clearly stated on the payment requests. Failure to provide all required documentation with the payment request may delay payment to Contractor.
19. Adjust utilities including manholes and valves to correct elevation to match proposed pavement. Contractor is to provide all labor and equipment necessary to raise manholes covers and valves boxes to proposed pavement elevation. All materials used for adjustments are to be provided to the job site by City of Hickory prior to work beginning.
20. Where applicable, colored and stamped concrete crosswalks are to be protected from damage and discoloration including tracking of asphalt during paving operations.
21. Contractor shall provide at least one (1) copy of each delivery ticket to the City personnel on site during paving operations. Contractor shall retain at least one copy of all delivery tickets. Each delivery ticket must state the street name, date, time, product description and origin of the material.
22. Contractor is responsible for any and all damage to private and public property.

**The City of Hickory's Responsibilities:**

1. Hold a pre-construction conference with Contractor and City of Hickory personnel.
2. Hold a pre-paving meeting with the Contractor and his job foreman prior to each phase of work to verify project conditions, project expectations, mix formulas and traffic control.
3. Review and approve any and all sub-contractors if utilized by Contractor.
4. Provide one (1) or more representative on site at all times to monitor progress and receive delivery tickets.
5. Furnish manhole adjustment rings and water valve adjustment rings to Contractor for installation by Contractor.
6. Provide all temporary and permanent pavement striping.
7. Promptly respond to Contractor's questions and concerns.
8. Process Contractor's payment request(s).



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*BID FORM & GENERAL CONTRACT*

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

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

The bidder agrees that if this bid is accepted, to contract with the City of Hickory in the form of contract specified, to furnish all necessary management, supervision, equipment, tools, materials, apparatus, means of transportation, and labor necessary to complete the contract in full and in complete accordance with the specifications and contract documents, to the full and entire satisfaction of the City, at the prices and amounts shown.

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

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

**BONDING**

- A. BID BOND: REQUIRED TO BE IN THE AMOUNT OF FIVE (5) PERCENT OF THE TOTAL BID AMOUNT.** Bond may be in the form of cash, cashier's check, certified check, or bid bond issued by a surety licensed to do business in North Carolina and approved by the City. Bids submitted without the required Bid Bond will not be considered. The City may annul the award of contract and bid deposits or bonds shall be retained by the City if the successful bidder fails to execute a Contract or accept a Purchase Order within the (10) days after award of bid or fails to give satisfactory surety as required for this bid.
- B. PERFORMANCE BOND:** Required in the full amount of the stated Bid amount.
- C. PAYMENT BOND:** Required in the full amount of the stated Bid amount.

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

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

Contractor(s) shall submit a certified Sales Tax Report (attached) along with each pay request.

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

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

Acknowledge Addendum # _____	Date _____
Acknowledge Addendum # _____	Date _____
Acknowledge Addendum # _____	Date _____

**UNIT PRICE BID FORM ON THE FOLLOWING PAGE**

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

Project Title:

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*To be signed by the City of Hickory:*

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)

\_\_\_\_\_  
Andrea Surratt, Interim 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



General Decision Number: NC160100 01/08/2016 NC100

Superseded General Decision Number: NC20150100

State: North Carolina

Construction Type: Highway

Counties: Alexander, Buncombe, Burke, Caldwell, Catawba, Haywood, Henderson and Madison Counties in North Carolina.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

\* SUNC2014-002 11/13/2014

	Rates	Fringes
BLASTER.....	\$ 20.93	
CARPENTER.....	\$ 13.48	
CEMENT MASON/CONCRETE FINISHER...	\$ 14.40	
ELECTRICIAN		
Electrician.....	\$ 18.79	2.62
Telecommunications Technician.....	\$ 14.67	1.67
IRONWORKER.....	\$ 12.48	
LABORER		
Asphalt Raker and Spreader..	\$ 11.76	
Asphalt Screed/Jackman.....	\$ 15.38	.08
Carpenter Tender.....	\$ 10.50	
Cement Mason/Concrete Finisher Tender.....	\$ 11.04	
Common or General.....	\$ 11.90	
Guardrail/Fence Installer...	\$ 13.09	
Pipelayer.....	\$ 12.87	
Traffic Signal/Lighting Installer.....	\$ 15.33	.22

PAINTER

Bridge.....\$ 20.67

POWER EQUIPMENT OPERATOR

Asphalt Broom Tractor.....\$ 10.00  
 Bulldozer Fine.....\$ 16.28  
 Bulldozer Rough.....\$ 14.51  
 Concrete Grinder/Groover....\$ 19.20  
 Crane Boom Trucks.....\$ 18.19  
 Crane Other.....\$ 18.69  
 Crane Rough/All-Terrain....\$ 19.19  
 Drill Operator Rock.....\$ 15.00  
 Drill Operator Structure....\$ 21.07  
 Excavator Fine.....\$ 16.02  
 Excavator Rough.....\$ 14.67  
 Grader/Blade Fine.....\$ 19.86  
 Grader/Blade Rough.....\$ 15.12  
 Loader 2 Cubic Yards or  
 Less.....\$ 12.38  
 Loader Greater Than 2  
 Cubic Yards.....\$ 17.91  
 Material Transfer Vehicle  
 (Shuttle Buggy).....\$ 15.44  
 Mechanic.....\$ 17.86  
 Milling Machine.....\$ 15.08  
 Off-Road Hauler/Water  
 Tanker.....\$ 11.95  
 Oiler/Greaser.....\$ 15.05  
 Pavement Marking Equipment..\$ 11.99  
 Paver Asphalt.....\$ 17.84 .08  
 Paver Concrete.....\$ 18.20  
 Roller Asphalt Breakdown...\$ 15.00 .08  
 Roller Asphalt Finish.....\$ 16.08 .07  
 Roller Other.....\$ 12.51 .03  
 Scraper Finish.....\$ 12.86  
 Scraper Rough.....\$ 13.83  
 Slip Form Machine.....\$ 20.38  
 Tack Truck/Distributor  
 Operator.....\$ 14.81 .02

TRUCK DRIVER

GVWR of 26,000 Lbs or  
 Greater.....\$ 13.65  
 GVWR of 26,000 or Less.....\$ 12.48

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).  
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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical

order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
 Wage and Hour Division  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

**PREVAILING  
WAGES**

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

**OVERTIME**

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

**ENFORCEMENT**

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

**APPRENTICES**

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

**PROPER PAY**

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

**David Leonetti**  
**Community Development Manager**  
**City of Hickory**  
**dleonetti@hickorync.gov**  
**(828) 261-2227**

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

**1-866-4-USWAGE**  
(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

General Decision Number: NC150100 01/23/2015 NC100

Superseded General Decision Number: NC20140100

State: North Carolina

Construction Type: Highway

Counties: Alexander, Buncombe, Burke, Caldwell, Catawba, Haywood, Henderson and Madison Counties in North Carolina.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/02/2015
1	01/23/2015

\* SUNC2014-002 11/13/2014

	Rates	Fringes
BLASTER.....	\$ 20.93	
CARPENTER.....	\$ 13.48	
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#### WAGE DETERMINATION APPEALS PROCESS

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- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour

Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

## Federal Labor Standards Provisions

## U.S. Department of Housing and Urban Development Office of Labor Relations

### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

December 2011

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
PRICE ADJUSTMENT PROCEDURES FOR  
ASPHALT BINDER FOR PLANT MIX**

Article 620-4 of the *2012 Standard Specifications* states that adjustments will be made to payments due the Contractor for each grade of asphalt binder when it has been determined that the monthly average terminal F.O.B. Selling Price of asphalt binder, Grade PG 64-22, has fluctuated from the Base Price Index for Asphalt Binder included in the Contract. The specifications also state that the methods for calculating the monthly average terminal F.O.B. selling price, for calculating a base price index, and for determining the terminals used are in accordance with procedures on file with the Department's Construction Unit (Pavement Construction Section). These methods and procedures, including procedures for determining the adjusted contract unit price, are as follows.

**Determination, Addition and/or Deletion of Terminals Included in Index**

All terminals supplying asphalt binder for use on state projects in North Carolina will be given an opportunity to be included in the index average. A review will be made by the Department after the end of each calendar year to determine which terminals supplied asphalt binder on a regular basis during the previous year. Based on the results of this review, adjustments will be made annually to the listing of terminals used in determining the Monthly Price Index for asphalt binder. Any adjustments will be effective beginning with the May Monthly Price Index and the Base Price Index for the July letting of each year.

**Monthly Average Terminal F.O.B. Selling Price of Asphalt Binder, Grade PG 64-22  
(Monthly Price Index)**

Asphalt binder suppliers included on the listing of terminals used for the index will furnish to the Department by 12:00 noon on the 1st of the month or the next workday after the 1<sup>st</sup> of the month for each terminal F.O.B. selling price of Asphalt Binder, Grade PG 64-22 in effect on the first day of each month at each terminal. The monthly average terminal F.O.B. selling price (Monthly Price Index) will then be determined based on a procedural average of the terminal F.O.B. selling prices by omitting a single terminal with the highest price and a single terminal with the lowest price and then averaging the remainder of the prices furnished by the suppliers. The average will be rounded to the nearest penny and that number will be used as the Monthly Price Index for asphalt binder for that particular month. In the event that a supplier does not furnish a price to the Department for a specific terminal on the list, then the Monthly Price Index will be determined from the remaining terminals.

The monthly average terminal F.O.B. selling price (Monthly Price Index) will be available by the fifth day of each month on the North Carolina Department of Transportation Pavement Construction Section Web Site:

**[www.doh.dot.state.nc.us/operations/dp\\_chief\\_eng/constructionunit/paveconst/Asphalt Mgmt/acprices/](http://www.doh.dot.state.nc.us/operations/dp_chief_eng/constructionunit/paveconst/AsphaltMgmt/acprices/)**

### **Base Price Index for Asphalt Binder for Plant Mix (Base Price Index)**

The base price index for Asphalt Binder for Plant Mix (Base Price Index) to be included in a proposal/contract along with the applicable date will be the Monthly Price Index in effect two months prior to the month in which the contract is let. For example, the Base Price Index for contracts let in April 2012 would be the Monthly Price Index determined for February 2012. The Base Price Index for a given contract will remain fixed throughout the life of the contract.

### **Termination of Price Adjustment - Asphalt Binder For Plant Mix**

If asphalt binder suppliers do not provide F.O.B. selling prices from at least four terminals in a given month, the Contractor will be paid the contract unit price for asphalt binder used in the work during that month.

If suppliers do not provide F.O.B. selling prices from at least four terminals in a given month, the asphalt binder price adjustment provision will not be included in proposals for appropriate future letting.

### **Contract Unit Price Adjustment Procedures**

When it is determined that the Monthly Price Index of asphalt binder on the first business day of the calendar month during which the last day of the partial payment period occurs varies either upward or downward from the Base Price Index in the contract, the contract unit price for asphalt binder for plant mix will be adjusted. The adjusted contract unit price will be determined by adding the difference between the selling price and the base price index to the contract unit bid price for asphalt binder.

The adjusted contract unit price will then be applied to the total theoretical quantity of asphalt binder authorized for use in the plant mix placed during the partial payment period involved, except that where recycled plant mix is used, the adjusted unit price will be applied only to the theoretical number of tons of additional asphalt binder materials required by the JMF.

Adjusted contract unit prices for all grades of asphalt binder, including additional asphalt binder materials in recycled mixtures, will be based on the average selling price and base price index for asphalt binder, Grade PG 64-22, regardless of the actual grade required by the JMF.

In determining the adjusted contract unit price for any material specified in this section the following formula will be used:

$$A = B + (D - C)$$

Where:

**A** = Adjusted Contract Unit Price

**B** = Contract Unit Price

**C** = Base Price Index

**D** = Monthly Average Terminal F.O.B. Selling Price

In the event the Department is unable to secure an F.O.B. selling price from at least 4 terminals in a given month, payment will be at the contract unit price for each ton of asphalt binder used in the work during that month.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Asphalt Binder for Plant Mix.....	Ton
Polymer Modified Asphalt Binder for Plant Mix.....	Ton

Project Title:

Bid Number:

*SALES TAX CERTIFICATION*

**INSTRUCTIONS:**

1. Save blank copies of this certification if awarded the project; Certification to be completed and submitted with each invoice sent to the City
2. All completed certifications should be notarized at the time of completion; if there is no sales tax to report, then write "Labor Only" across the form and submit
3. All columns should be totaled at the bottom of the form
4. Incomplete forms will not be accepted and contract payment may be delayed.
5. It is very important that the sales tax is broken down between the applicable state and county portions; and that the name of the county (in which point of delivery occurred) be stated correctly.

**DESCRIPTION OF COLUMNS:**

<b>Vendor</b>	Name of the company to which the sales tax was actually paid
<b>Address</b>	Address of the company to which the sales tax was paid
<b>Invoice</b>	Invoice Number
<b>Date</b>	Date of the Invoice
<b>Net Amount</b>	Net amount of the invoice (excluding tax)
<b>State Tax</b>	Amount of sales tax for North Carolina
<b>County Tax</b>	Amount of sales tax for the county
<b>Special Tax</b>	Amount of special sales tax paid to counties (only Mecklenburg, Durham, & Orange counties → 0.5%)
<b>County Name</b>	The name of the county which the goods changed hands

*For questions please call 828-323-7470*

**SALES TAX CERTIFICATION FORM ON NEXT PAGE**



Project Title: \_\_\_\_\_

Bid Number: \_\_\_\_\_

**SALES TAX CERTIFICATION FORM**

Company Name \_\_\_\_\_

Period Covered \_\_\_\_\_

Vendor	Address	Invoice #	Date	Net Invoice Amount	4.75% State Tax	2.00% Catawba Tax	2.25% Alexander Tax	0.5% Special Tax	Other:	County Name
TOTALS:										

\_\_\_\_\_ being duly sworn, certifies that the foregoing statement of sales tax paid in connection with the referenced contract does not contain sales or use taxes paid on purchases of tangible personal property purchased by such contractors for use in performing the contract which does not annex to, affix to, or in some manner become a part of the building or structure being erected, altered, or repaired for the governmental entities as defined by G.S. 105-164.14( c), and is to the best of his/her belief true and correct.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

SEAL:

**COUNCIL AGENDA MEMOS**

**To: City Manager's Office**

**From: Chuck Hansen**

**Contact Person: Miles Champion**

**Date: August 4, 2016**

**Re: Award of Contract for Pavement Resurfacing 2016-17, Bid 17-003**

**REQUEST**

Request to award the FY 16-17 annual resurfacing contract to the responsible responsive low bidder, Maymead, Inc., for asphalt resurfacing in the amount of \$51.75 per ton for S9.5A asphalt surface, \$51.75 per ton for S9.5B asphalt surface, \$51.75 per ton for S4.74A asphalt surface, \$400.00 per ton for binder, \$2.00 per sq. yd. for asphalt milling (1,000-10,000 sq. yds.) and \$1.50 per sq. yd. (10,001-20,000 sq. yds.).

**BACKGROUND**

The Engineering Division staff prepared formal bid documents for an estimated 10,650 tons of asphalt surface course in place and up to 20,000 square yards of asphalt milling. The asphalt binder unit price will be adjusted according to NCDOT standard procedures. All work will be paid on an in-place unit price basis as the resurfacing budget allows. This work is budgeted in the Street Division's FY 16-17 budget.

**ANALYSIS**

A detailed scope of work included in the complete set of specifications and an invitation to bid package (Bid No. 17-003) were developed by the City's Engineering Department. The project was advertised on the City's web site and bid documents were available electronically. Four (4) bidders submitted sealed bids: Carolina Paving of Hickory, Inc., J.T. Russell & Sons, Inc., Maymead, Inc. and Midstate Contractors, Inc. The formal bids were publicly open and read on August 2, 2016. The bid tabulation is attached. Maymead Inc. was the lowest bidder with a total bid amount of \$777,500 (\$388,750 for the Fall 2016 Schedule and \$388,750 for the Spring 2017 Schedule). Contractor's prices are firm until June 30, 2017. Project will be coordinated and overseen by the City's Engineering Division and Street Division staff for the duration and completion of the resurfacing.

**RECOMMENDATION**

Staff recommends that the resurfacing contract be awarded to the responsible responsive low bidder, Maymead, Inc., at the unit price of \$51.75 per ton for S9.5A asphalt surface, \$51.75 per ton for S9.5B asphalt surface, \$51.75 per ton for S4.74A asphalt surface, \$400.00 per ton for binder, \$2.00 per sq. yd. for asphalt milling (1,000-10,000 sq. yds.) and \$1.50 per sq. yd. (10,001-20,000 sq. yds.) for the pavement resurfacing project.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

Chuck Hansen *CH* 8/4/20106  
Initiating Department Head, Date

Auntie M. Dula 8-8-16  
Deputy City Attorney, A. Dula Date

Rodney Miller 8-8-16  
Asst. City Manager, Rodney Miller Date

[Signature]  
Asst. City Manager, Date

Melissa Miller 8-5-16  
Finance Officer, Melissa Miller Date

[Signature]  
Administrative Services Director M. Bennett Date

Bo Weichel 8-8-16  
Purchasing Manager, Bo Weichel Date

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

A. Surratt  
Interim City Manager, A. Surratt

8/11/16  
Date

CITY OF HICKORY  
 Bid Tabulation  
 17-003 Pavement Resurfacing 2016-17

5% Bid Bond

Item	Unit	Est. Qty.	J.T. Russell & Sons		Maymead		Midstate Contractors		Carolina Paving	
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1) Asphalt Surface, S 9.5A	Ton	2500	\$52.50	\$131,250.00	\$51.75	\$129,375.00	\$64.00	\$160,000.00	\$61.00	\$152,500.00
2) Asphalt Surface, S 9.5B	Ton	2000	\$51.75	\$103,500.00	\$51.75	\$103,500.00	\$65.00	\$130,000.00	\$58.00	\$116,000.00
3) Asphalt Surface, S 4.75A	Ton	500	\$54.75	\$27,375.00	\$51.75	\$25,875.00	\$66.50	\$33,250.00	\$68.00	\$34,000.00
4) Binder, Grade PG 64-22	Ton	325	\$452.00	\$146,900.00	\$400.00	\$130,000.00	\$350.00	\$113,750.00	\$375.00	\$121,875.00
<b>FALL 2016 BID TOTAL:</b>				\$409,025.00		\$388,750.00		\$437,000.00		\$424,375.00

SPRING 2017 Schedule:

Item	Unit	Est. Qty.	Unit Price	Total						
6) Asphalt Surface, S 9.5A	Ton	2500	\$52.50	\$131,250.00	\$51.75	\$129,375.00	\$64.00	\$160,000.00	\$63.00	\$157,500.00
7) Asphalt Surface, S 9.5B	Ton	2000	\$51.75	\$103,500.00	\$51.75	\$103,500.00	\$65.00	\$130,000.00	\$60.00	\$120,000.00
8) Asphalt Surface, S 4.75A	Ton	500	\$54.75	\$27,375.00	\$51.75	\$25,875.00	\$66.50	\$33,250.00	\$70.00	\$35,000.00
9) Binder, Grade PG 64-22	Ton	325	\$452.00	\$146,900.00	\$400.00	\$130,000.00	\$350.00	\$113,750.00	\$375.00	\$121,875.00
<b>SPRING 2017 BID TOTAL:</b>				\$409,025.00		\$388,750.00		\$437,000.00		\$434,375.00

Fall & Spring total

\$818,050.00	\$777,500.00	\$874,000.00	\$858,750.00
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MILLING

Item	Unit	Est. Qty.	Unit Price	Total	Unit Price	Total	Unit Price	Total
Asphalt Milling	SY	2,000-10,000	\$3.15		\$2.00		\$5.00	
Asphalt Milling	SY	10,001-15,000	\$2.55		\$1.50		\$4.50	
Asphalt Milling	SY	15,001-20,000	\$2.35		\$1.50		\$4.25	



CITY of HICKORY  
Invitation to Bid and Contract

Exhibit VII-C

Project Title:

Bid Number:

**Pavement Resurfacing for 2016-17**

**17-003**

<b>SUBMIT SEALED BIDS TO:</b> Bo Weichel, Purchasing Manager PO Box 398 Hickory NC 28603 <a href="mailto:bweichel@hickorync.gov">bweichel@hickorync.gov</a> 828.323.7472		<b>DIRECT INQUIRIES TO:</b> Miles Champion, Senior Civil Engineer <a href="mailto:mchampion@hickorync.gov">mchampion@hickorync.gov</a> 828-302-3757	
<b>Deadline for Written Questions:</b> July 29, 2016 at 5:00PM	<b>No Bids Received After Public Bid Opening:</b> <b>2:00 pm</b>	<b>August 2, 2016</b>	
		<b>Human Resources Conference Room</b> <b>3rd Floor of City Hall</b> <b>(76 N. Center Street)</b>	

<b>Vendor Name:</b> Maymead, Inc.	<b>Point of Contact:</b> W.B. Roark
<b>Mailing Address:</b> P.O. Box 911	
<b>City:</b> Mountain City, TN	<b>State:</b> TN
<b>Zip:</b> 37683	
<b>Area Code and Phone Number:</b> (423) 727-2000	<b>Email Address:</b> wbr@maymead.com
<b>Federal Employer Identification Number or Social Security Number:</b> 62-0284410	

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT:  
STATE OF Tennessee COUNTY OF Johnson, of lawful age, being first duly sworn, on oath says that:

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

FIRM: Maymead, Inc.

ADDRESS: P.O. Box 911 Mountain City, TN 37683  
(City, State, Zip)

PHONE: (423) 727-2000

W.B. Roark  
SIGNATURE OF AUTHORIZED AGENT  
W.B. Roark - President  
PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 2nd day of Aug, 2016  
Amy O. Dowell  
Notary Public

My Commission Expires: 01/29/17



Project Title:

Bid Number:

**Pavement Resurfacing for 2016-17**

**17-003**

***IMPORTANT INFORMATION AND INSTRUCTIONS***

1. **DOCUMENTS WITHIN THIS AGREEMENT:** The pages of this agreement consist of:
  - a. [Invitation and Bidder Information](#)
  - b. [Important Information and Instructions](#)
  - c. [General Conditions](#)
  - d. [Supplemental General Conditions](#)
  - e. [Special Conditions](#)
  - f. [Affidavit of Prime Contractor](#)
  - g. [Release and Waiver of Claims](#)
  - h. [Specifications/Description of Work to be Performed](#)
  - i. [Bid Form, Bonding, & General Contract](#)
  - j. [E-Verify Compliance Form](#)
  
1. **SUBMIT ALL PAGES:** All pages of this document will be used as the contract. Bidders shall submit ALL pages of this document with completed information.
  
2. **BIDDER SHALL WRITE ON THE OUTSIDE OF SEALED SUBMITTAL ENVELOPE:**
  - a. The name of the General Contractor
  - b. The Project Title and Project Number
  - c. Date and Location of bid opening
  
3. **BIDS SHALL NOT BE QUALIFIED WITH ANY STATEMENTS ON THE BID FORMS OR BY SEPARATE ATTACHMENT.**

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

Project Title:

Bid Number:

**Pavement Resurfacing for 2016-17**

**17-003**

*GENERAL CONDITIONS*

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

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

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

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

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

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

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This policy or policies shall hold harmless and indemnify the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the Bidder/Vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.

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

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- b. **Performance Bonds:** If a Performance Bond is required under the specifications of this agreement, the successful Bidder/Vendor must, prior to the award of the Contract, post the bond, certified check or cashier's check in the amount stated made payable to the City of Hickory. The Bidder's Bond posted will be returned to the successful Bidder/Vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the Bidder/Vendor. The Performance Bond will be released or returned to the Bidder/Vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.
42. **DISCRIMINATION:** Bidder/Vendor agrees, in connection with the performance of work under this contract, as follows:
- a. Bidder/Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation or affectation, national origin, ancestry, or physical or mental impairment. The Bidder/Vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, sexual orientation or affectation, national origin, ancestry or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bidder/Vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.
- b. The Bidder/Vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
- c. In the event of the Bidder/Vendor's non-compliance with the above non-discrimination clause, this contract may be terminated by the City. The Bidder/Vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the Bidder/Vendor.
43. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful Bidder/Vendor as a result of this bid. It shall be the Bidder/Vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid that will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the Bidder/Vendor.
44. **ANTI-KICKBACK PROVISIONS:** Contractor shall comply with the applicable regulations (herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so called "Anti-Kickback Act" of June 13, 1934) 48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirement thereof.
45. **CONTRACT WORK HOURS AND SAFETY STANDARDS:** Overtime Compensation Required by Contract Work Hours and Safety Standards Act (76 Stat. 357-360; Title 40 U.S.C., Sections 327-332).
- a. **Overtime Requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, which he has employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week.
- 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

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therefore shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States or other appropriate governing or regulatory body for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in Paragraph (1), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in Paragraph (1).

- c. **Withholding for Liquidated Damages:** The Owner shall withhold or cause to be withheld, from any monies payment on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided in the clause set forth in Paragraph (2) of this Section.
- d. **Subcontracts:** The contractor shall insert in any subcontracts the clauses set forth in Paragraphs (1), (2) and (3) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts, which may be entered into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
- e. **Questions Concerning Certain Federal Statutes and Regulations:** All questions arising under this contract which related to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said acts, or (d) the labor standards provisions of any other pertinent federal statute shall be referred through the Owner and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this contract.

46. **APPLICABILITY OF FEDERAL REGULATIONS TO FEDERALLY FUNDED PROJECTS:** If it is indicated in the specifications to this Agreement that federal funding is used in the completion of this project, the following provisions shall apply in compliance with the regulations of the United States Department of Housing and Urban Development.

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them for complying with the Part 135 Regulations.
- c. The contractor agrees to send each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization of workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- d. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other

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than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

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

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

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

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

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

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

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

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

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

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

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*SUPPLEMENTAL GENERAL CONDITIONS*

1. **Builder's Risk-Installation Floater:** Contractor shall purchase Builder's Risk-Installation Floater in form acceptable to Owner covering property of Project for full cost of replacement as of time of any loss which shall include, as named insured, (1) Contractor, (2) all subcontractors, (3) Owner and Architect/Engineer, as their respective interests may prove to be at time of loss, covering insurable property which is subject of this Contract, whether in place, stored at job site, stored elsewhere, or in transit at risk of insured(s). Coverage shall be effected on "All Risk" form including, but not limited to, perils of fire, wind, vandalism, collapse, theft, and earthquake, with exclusions normal to cover. Contractor may arrange for such deductibles as it deems to be within its ability to self-assume, but it will be held solely responsible for amount of such deductible and for any coinsurance penalties. Any insured loss shall be adjusted with Owner and Contractor and paid to Owner and Contractor as Trustee for other insured.
2. In the event of a conflict between plans and specifications, the more stringent shall apply at no additional cost to the Owner. The ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly.
3. **Rejecting Defective Work:** ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
4. **Decisions on Requirements of Contract Documents and Acceptability of Work:** ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing with a request for a formal decision.
5. When functioning as interpreter and judge, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.
6. **Limitations on ENGINEER's Authority and Responsibilities:** ENGINEER will not supervise, direct, contract, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.
7. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

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*SPECIAL CONDITIONS*

1. **COMPLIANCE WITH LAWS:** The bidder, at his own expense, shall obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance and shall comply with any and all other standards or regulations required by federal, state and local statute, ordinance, executive order and rules during the performance of any contract between the bidder and the City. Any such requirement specifically set forth in any contract document between the bidder and the City shall be supplementary to this section and not in substitution thereof.
2. **SPECIFICATIONS:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the City. All construction and materials shall conform to the City of Hickory's Manual of Practice which includes the standard specifications and details.
3. **GUARANTEE:** Unless otherwise specified by the City the bidder shall unconditionally guarantee the materials and workmanship on all material, construction, and/or services to be free from defect at the time of delivery and acceptance (to be determined by usage) by the City. If any defects are present which are due to faulty material, workmanship and/or services, the bidder at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the City. These repairs or replacements or adjustments shall be made only at such time as will be designated by the City as least detrimental to the operation of the City. Standard Manufacturer's warranties and other warranties normally offered by the bidder shall be in effect for all deliveries and shall be in addition to specific warranties or guarantees contained in this Bid. Statement of terms of standard warranty should be included with the bid.
4. **LICENSE:** All bidders must have proper license governing services provided.
5. **E-VERIFY COMPLIANCE:** Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the North Carolina General Statutes must comply with North Carolina Session Law 2013-418's E-Verify requirements to contract with local governments. E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. A completed E-Verify compliance statement is required to enter any contract with the City of Hickory.
6. **IRAN DIVESTMENT ACT CERTIFICATION:** By executing this bid/contract, Bidder certifies they are not listed on the Iran Final Divestment List ("List") created by the State Treasurer pursuant to N.C.G.S. 147-86.58, Iran Divestment Act ("Act"). In compliance with the Act's requirement and N.C.G.S. § 147-86.59, Bidder shall not utilize in the performance of this agreement/contract any subcontractor that is identified on the List. The List can be found on the State Treasurer's website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and should be updated at least every 180 days.



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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

SEAL:



**CITY of HICKORY**  
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*RELEASE AND WAIVER OF CLAIMS AND CONSENT OF SURETY*

*PRIME CONTRACTOR*

On \_\_\_\_\_, 20\_\_\_\_ there personally appeared before me the undersigned authority in and for said County \_\_\_\_\_ (County) and State of \_\_\_\_\_ (State) by the name of \_\_\_\_\_ (Name), who is the \_\_\_\_\_ (Title), for \_\_\_\_\_ (Company).

Who being duly sworn by me, states that all payrolls, material bills, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance and other liabilities have been paid in full, incurred for use in the performance the above mentioned Project and waives any claims and releases the City of Hickory from any rights or claims for debts due and owing by virtue of the furnishing of any material or supplies of any lien thereon.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

SEAL:



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*SPECIFICATIONS/DESCRIPTION OF WORK TO BE PERFORMED*

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

**SCOPE**

The project includes resurfacing of various asphalt streets within the City of Hickory corporate limits and other City related properties in Catawba County (i.e. wastewater treatment plant in Catawba) in accordance with the plans and specifications. Owner shall provide a list of streets to be resurfaced by the Contractor and shall reserve the right to add or deduct from the list and adjust termination points on selected streets. List of streets shall be provided after award of contract.

Exact pavement depth shall be established on a case-by-case basis by the Owner. The asphalt overlay shall consist of S 4.75 A, S 9.5 A or S 9.5 B surface course as chosen by the Owner. The Owner shall determine asphalt mix and compacted thickness for each project location. Asphalt materials and installation shall be according to NCDOT standards. Some minor wedging may be required as directed by the Engineer and will be paid at the per ton price in the bid.

Full width shall be construed to include the entire area covered by asphalt pavement, which includes the gutter in some sections. At the intersections of the various roads, the overlay shall extend onto the intersecting roadway a sufficient distance to provide a smooth transition onto the existing asphalt pavement of the intersecting roadway. The milled section shall extend approximately 20 feet away from the edge of the intersecting street with the milling depth tapering from 1 ½" to zero to ensure a smooth transition. Tack shall be placed only on one (1) lane at a time unless approved by the City representative. Paving and rolling operations shall be completed on the first lane before tack is applied to the second lane to allow traffic to be diverted to the resurfaced lane. The paving machine shall not be placed on the newly resurfaced lane.

At the drive entrances adjacent to the street, asphalt shall be placed on the concrete drive entrance aprons beyond the existing edge of asphalt to provide a smooth transition onto the drive entrances

Retainage in the amount of ten percent (10%) shall be deducted from each payment request. Owner shall not pay final ten percent (10%) retainage until all punch list items are completed and all work accepted by Owner.

**Project Schedule:**

FALL 2016 SCHEDULE:

**September 15, 2016:** Notice to Proceed  
**November 15, 2016:** Contract completed on or before 5:00 p.m.

SPRING 2017 SCHEDULE:

**March 15, 2017:** Notice to Proceed  
**May 30, 2017:** Contract completed on or before 5:00 p.m.

The City reserves the right to adjust the time line established above, reject any and all Bids, and reject any Bid Items that best meets the needs of the City.

There are no liquidated damages for this contract.

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The Owner and Contractor shall discuss and agree upon specific start and finish date to perform each phase of the work. A phase of work shall consist of one or more specific streets or parking lots designated for milling and/or resurfacing. The Contractor shall meet these mutually agreed-upon dates in order to minimize confusion of the affected residents, landowners and travelling public. If the Contractor fails to begin work on the agreed-upon date for any reason other than inclement weather, then the Owner will give written notice to the Contractor that the Contract may be terminated after the second time the Contractor fails to begin a phase of work as scheduled. The Owner shall not be penalized in any way for termination of the Contract.

If the Contractor fails to complete all phases of work within the Schedules listed above, then the Owner reserves the right to terminate the contract immediately.

The schedule(s) and conditions in this Invitation to Bid and Contract shall not be affected by any other contracts entered into by the Bidder with the Owner.

**Contractor's Responsibilities:**

1. Attend a Pre-construction Conference with the Owner before any work begins.
2. After award of contract, visit the selected site(s) with City personnel to discuss traffic control, site constraints and project scope.
3. Attend pre-paving meeting with the Owner prior to each phase of work to verify project conditions, project expectations, mix formulas and traffic control.
4. **Contractor shall perform resurfacing work on selected streets within the Fall Schedule and Spring Schedule listed above. There are no liquidated damages. Refer to Project Schedule above for special contract conditions.**
5. All work shall be performed Monday through Friday during daylight hours unless night-time and/or weekend work is pre-approved by the Owner in writing.
6. Coordinate all work with Streets Department Personnel and Engineer. **Contractor shall notify Engineer at least 72 hours before work begins on street resurfacing.**
7. Obtain and pay for all contractors' permits.
8. Contractor shall provide temporary toilet facilities to the work zone at all times.
9. Provide work with respect to Contractor's trade in accordance with the plans and specifications. **Any and all sub-contractors proposed to be used by the Prime Contractor must be approved by the City before Notice to Proceed is issued.**
10. Provide all materials, labor and equipment necessary to provide a finished asphalt resurfacing in accordance with NCDOT standards. The Owner reserves the right to test finished work to verify quality.
11. Provide, pay for and maintain traffic control, temporary barricades, construction signs and warning devices as necessary in accordance with the most current Manual on Uniform Traffic Control Devices (MUTCD) and NCDOT standards.
12. Provide and pay for certified flaggers at all locations where two-way traffic cannot be maintained and at all intersections where motorists may approach an active work zone. All flaggers shall carry proof of certification while on duty or they will be required to be replaced with flaggers with proof of certification.
13. An NCDOT certified quality control representative of the Contractor shall be on site at all times during paving operations.
14. Remove all debris generated by the Contractor. Remove safety fences, barricades and all other temporary safety measures installed by General Contractor after all work is complete.

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15. Properly dispose of all debris and materials removed during construction. Remove all excess plant mix, dirt and grass from curb/gutters, sidewalks, driveways, lawns and medians generated from resurfacing operations the same day that paving operations occurred.
16. Requests for payment shall be submitted on standard forms approved by the City on or before the 25<sup>th</sup> day of the month. Requests for payment shall include notarized, original tax statements. Certified Payroll forms (Federally funded projects only) shall be submitted with payment request. Unit quantities must be clearly stated on the payment requests. Failure to provide all required documentation with the payment request may delay payment to Contractor.
17. Adjust utilities including manholes and valves to correct elevation to match proposed pavement. Contractor is to provide all labor and equipment necessary to raise manholes covers and valves boxes to proposed pavement elevation. All materials used for adjustments are to be provided to the job site by City of Hickory prior to work beginning.
18. Where applicable, colored and stamped concrete crosswalks are to be protected from damage and discoloration including tracking of asphalt during paving operations.
19. Contractor shall provide at least one (1) copy of each delivery ticket to the City personnel on site during paving operations. Contractor shall retain at least one copy of all delivery tickets. **Each delivery ticket must state the street name, date, time, product description and origin of the material.**
20. Contractor is responsible for any and all damage to private and public property.

**The City of Hickory's Responsibilities:**

1. Hold a pre-construction conference with Contractor and City of Hickory personnel.
2. Hold a pre-paving meeting with the Contractor and his job foreman prior to each phase of work to verify project conditions, project expectations, mix formulas and traffic control.
3. Review and approve any and all sub-contractors if utilized by Contractor.
4. Provide one (1) or more representative on site at all times to monitor progress and receive delivery tickets.
5. Furnish manhole adjustment rings and water valve adjustment rings to Contractor for installation by Contractor.
6. Provide all temporary and permanent pavement striping.
7. Promptly respond to Contractor's questions and concerns.
8. Process Contractor's payment request(s).

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***BID FORM & GENERAL CONTRACT***

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

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

The bidder agrees that if this bid is accepted, to contract with the City of Hickory in the form of contract specified, to furnish all necessary management, supervision, equipment, tools, materials, apparatus, means of transportation, and labor necessary to complete the contract in full and in complete accordance with the specifications and contract documents, to the full and entire satisfaction of the City, at the prices and amounts shown.

The Bidder warrants that bid prices, terms and conditions quoted in the bid will be firm for a period of sixty (60) days from opening date or other time as specified in this request. By submitting this bid, Contractor agrees to coordinate his schedule with the City of Hickory forces working on this project to the fullest extent possible.

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

**BONDING**

- A. BID BOND: REQUIRED TO BE IN THE AMOUNT OF FIVE (5) PERCENT OF THE TOTAL BID AMOUNT.** Bond may be in the form of cash, cashier's check, certified check, or bid bond issued by a surety licensed to do business in North Carolina and approved by the City. Bids submitted without the required Bid Bond will not be considered. The City may annul the award of contract and bid deposits or bonds shall be retained by the City if the successful bidder fails to execute a Contract or accept a Purchase Order within the (10) days after award of bid or fails to give satisfactory surety as required for this bid.
- B. PERFORMANCE BOND:** Required in the full amount of the stated Bid amount.
- C. PAYMENT BOND:** Required in the full amount of the stated Bid amount.



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

Contractor(s) shall submit a certified Sales Tax Report (attached) with each pay request.

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

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

Acknowledge Addendum # _____	Date _____
Acknowledge Addendum # _____	Date _____
Acknowledge Addendum # _____	Date _____

**UNIT PRICE BID FORM ON THE FOLLOWING PAGE**

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



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*Please type in the form if possible.*

FALL 2016 Schedule

	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM PRICE
1	Asphalt Concrete Surface Course, Type S 9.5 A	Ton	2500	51.75	129,375.00
2	Asphalt Concrete Surface Course, Type S 9.5 B	Ton	2000	51.75	103,500.00
3	Asphalt Concrete Surface Course, Type S 4.75 A	Ton	500	51.75	25,875.00
4	Asphalt Binder for Plant Mix, Grade PG 64-22 (7/1/14)	Ton	325	400.00	130,000.00

SRING 2017 Schedule

	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM PRICE
6	Asphalt Concrete Surface Course, Type S 9.5 A	Ton	2500	51.75	129,375.00
7	Asphalt Concrete Surface Course, Type S 9.5 B	Ton	2000	51.75	103,500.00
8	Asphalt Concrete Surface Course, Type S 4.75 A	Ton	500	51.75	25,875.00
9	Asphalt Binder for Plant Mix, Grade PG 64-22 (7/1/14)	Ton	325	400.00	130,000.00

MILLING BOTH FALL AND SPRING SCHEDULES

	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
10	Asphalt Milling	Sq. Yd	2,000 – 10,000	2.00
11	Asphalt Milling	Sq. Yd	10,001 – 15,000	1.50
12	Asphalt Milling	Sq. Yd	15,001 – 20,000	1.50

Total project cost (Add Items 1 through 9):

\$ 777,500.00 (numeric format)

\$ Seven hundred, seventy-seven thousand, five hundred dollars and no/100. (written format)

**Total project cost bid price above includes** all work as stated in Scope of work, under Contractor's Responsibilities, and as specified Bid price includes all management, insurance, supervision, materials, equipment, labor and State/local sales tax required for a complete paving project. The cost of items not listed shall be distributed among the various pay items.

**Asphalt Binder for Plant Mix** shall be paid by unit price in accordance with the attached published NCDOT Price Adjustment Procedures.

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



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*To be signed by the City of Hickory:*

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

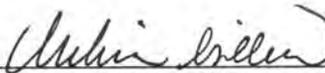
(SEAL)

\_\_\_\_\_  
Andrea Surratt, Interim 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



December 2011

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
PRICE ADJUSTMENT PROCEDURES FOR  
ASPHALT BINDER FOR PLANT MIX**

Article 620-4 of the *2012 Standard Specifications* states that adjustments will be made to payments due the Contractor for each grade of asphalt binder when it has been determined that the monthly average terminal F.O.B. Selling Price of asphalt binder, Grade PG 64-22, has fluctuated from the Base Price Index for Asphalt Binder included in the Contract. The specifications also state that the methods for calculating the monthly average terminal F.O.B. selling price, for calculating a base price index, and for determining the terminals used are in accordance with procedures on file with the Department's Construction Unit (Pavement Construction Section). These methods and procedures, including procedures for determining the adjusted contract unit price, are as follows.

**Determination, Addition and/or Deletion of Terminals Included in Index**

All terminals supplying asphalt binder for use on state projects in North Carolina will be given an opportunity to be included in the index average. A review will be made by the Department after the end of each calendar year to determine which terminals supplied asphalt binder on a regular basis during the previous year. Based on the results of this review, adjustments will be made annually to the listing of terminals used in determining the Monthly Price Index for asphalt binder. Any adjustments will be effective beginning with the May Monthly Price Index and the Base Price Index for the July letting of each year.

**Monthly Average Terminal F.O.B. Selling Price of Asphalt Binder, Grade PG 64-22  
(Monthly Price Index)**

Asphalt binder suppliers included on the listing of terminals used for the index will furnish to the Department by 12:00 noon on the 1st of the month or the next workday after the 1<sup>st</sup> of the month for each terminal F.O.B. selling price of Asphalt Binder, Grade PG 64-22 in effect on the first day of each month at each terminal. The monthly average terminal F.O.B. selling price (Monthly Price Index) will then be determined based on a procedural average of the terminal F.O.B. selling prices by omitting a single terminal with the highest price and a single terminal with the lowest price and then averaging the remainder of the prices furnished by the suppliers. The average will be rounded to the nearest penny and that number will be used as the Monthly Price Index for asphalt binder for that particular month. In the event that a supplier does not furnish a price to the Department for a specific terminal on the list, then the Monthly Price Index will be determined from the remaining terminals.

The monthly average terminal F.O.B. selling price (Monthly Price Index) will be available by the fifth day of each month on the North Carolina Department of Transportation Pavement Construction Section Web Site:

**[www.doh.dot.state.nc.us/operations/dp\\_chief\\_eng/constructionunit/paveconst/Asphalt Mgmt/acprices/](http://www.doh.dot.state.nc.us/operations/dp_chief_eng/constructionunit/paveconst/Asphalt_Mgmt/acprices/)**

### **Base Price Index for Asphalt Binder for Plant Mix (Base Price Index)**

The base price index for Asphalt Binder for Plant Mix (Base Price Index) to be included in a proposal/contract along with the applicable date will be the Monthly Price Index in effect two months prior to the month in which the contract is let. For example, the Base Price Index for contracts let in April 2012 would be the Monthly Price Index determined for February 2012. The Base Price Index for a given contract will remain fixed throughout the life of the contract.

### **Termination of Price Adjustment - Asphalt Binder For Plant Mix**

If asphalt binder suppliers do not provide F.O.B. selling prices from at least four terminals in a given month, the Contractor will be paid the contract unit price for asphalt binder used in the work during that month.

If suppliers do not provide F.O.B. selling prices from at least four terminals in a given month, the asphalt binder price adjustment provision will not be included in proposals for appropriate future letting.

### **Contract Unit Price Adjustment Procedures**

When it is determined that the Monthly Price Index of asphalt binder on the first business day of the calendar month during which the last day of the partial payment period occurs varies either upward or downward from the Base Price Index in the contract, the contract unit price for asphalt binder for plant mix will be adjusted. The adjusted contract unit price will be determined by adding the difference between the selling price and the base price index to the contract unit bid price for asphalt binder.

The adjusted contract unit price will then be applied to the total theoretical quantity of asphalt binder authorized for use in the plant mix placed during the partial payment period involved, except that where recycled plant mix is used, the adjusted unit price will be applied only to the theoretical number of tons of additional asphalt binder materials required by the JMF.

Adjusted contract unit prices for all grades of asphalt binder, including additional asphalt binder materials in recycled mixtures, will be based on the average selling price and base price index for asphalt binder, Grade PG 64-22, regardless of the actual grade required by the JMF.

In determining the adjusted contract unit price for any material specified in this section the following formula will be used:

$$A = B + (D - C)$$

Where:

**A** = Adjusted Contract Unit Price

**B** = Contract Unit Price

**C** = Base Price Index

**D** = Monthly Average Terminal F.O.B. Selling Price

In the event the Department is unable to secure an F.O.B. selling price from at least 4 terminals in a given month, payment will be at the contract unit price for each ton of asphalt binder used in the work during that month.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Asphalt Binder for Plant Mix.....	Ton
Polymer Modified Asphalt Binder for Plant Mix.....	Ton

Project Title:

Bid Number:



*SALES TAX CERTIFICATION*

**INSTRUCTIONS:**

1. Save blank copies of this certification if awarded the project; Certification to be completed and submitted with each invoice sent to the City
2. All completed certifications should be notarized at the time of completion; if there is no sales tax to report, then write "Labor Only" across the form and submit
3. All columns should be totaled at the bottom of the form
4. Incomplete forms will not be accepted and contract payment may be delayed.
5. It is very important that the sales tax is broken down between the applicable state and county portions; and that the name of the county (in which point of delivery occurred) be stated correctly.

**DESCRIPTION OF COLUMNS:**

<b>Vendor</b>	Name of the company to which the sales tax was actually paid
<b>Address</b>	Address of the company to which the sales tax was paid
<b>Invoice</b>	Invoice Number
<b>Date</b>	Date of the Invoice
<b>Net Amount</b>	Net amount of the invoice (excluding tax)
<b>State Tax</b>	Amount of sales tax for North Carolina
<b>County Tax</b>	Amount of sales tax for the county
<b>Special Tax</b>	Amount of special sales tax paid to counties (only Mecklenburg, Durham, & Orange counties → 0.5%)
<b>County Name</b>	The name of the county which the goods changed hands

*For questions please call 828-323-7470*

**SALES TAX CERTIFICATION FORM ON NEXT PAGE**



Project Title: \_\_\_\_\_

Bid Number: \_\_\_\_\_



**SALES TAX CERTIFICATION FORM**

Company Name \_\_\_\_\_

Period Covered \_\_\_\_\_

Vendor	Address	Invoice #	Date	Net Invoice Amount	4.75% State Tax	2.00% Catawba Tax	2.25% Alexander Tax	0.5% Special Tax	Other:	County Name
<b>TOTALS:</b>										

\_\_\_\_\_ being duly sworn, certifies that the foregoing statement of sales tax paid in connection with the referenced contract does not contain sales or use taxes paid on purchases of tangible personal property purchased by such contractors for use in performing the contract which does not annex to, affix to, or in some manner become a part of the building or structure being erected, altered, or repaired for the governmental entities as defined by G.S. 105-164.14( c), and is to the best of his/her belief true and correct.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

SEAL:

17

COUNCIL AGENDA MEMOS

**To:** City Manager's Office  
**From:** Dave Leonetti, Community Development Manager  
**Contact Person:** Dave Leonetti, Community Development Manager  
**Date:** August 4, 2016  
**Re:** Citizen's Advisory Committee Recommendations

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

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

**ANALYSIS** The following requests were considered by the Citizens' Advisory Committee at their regular meeting on August 4, 2016:

- Vickie Pope, 1015 22<sup>nd</sup> Street NE, Hickory, was awarded a City of Hickory's Housing Rehabilitation Loan in the amount of \$9,086.00. She received the loan in 2004 and has made payments in a timely manner. The loan amount to date is \$4,327.65. Ms. Pope is in need of replacing her heat system in the house. The Citizen's Advisory Committee recommends approval to increase her loan to \$10,000.00. This would include the remaining \$4,327.65 currently owed with an additional \$5,672.35.

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

Each of the following applicants are being recommended for approval for assistance under the City of Hickory's 2015 and 2016 Urgent Repair Program. This program provides qualified low income citizens with assistance for emergency-related repairs not to exceed \$8,000.

- Eula Ruff, 226 8<sup>th</sup> Avenue SE, Hickory
- Kevin Lackey, 950 13<sup>th</sup> Street SE, Hickory

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

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

Brian M. Frazier *BMF* 8/04/16  
 Initiating Department Head Date

Robyn Miller *RM* 8-8-16  
 Asst. City Manager, R. Miller Date

Melissa Miller *MM* 8-5-16  
 Finance Officer, Melissa Miller Date

Bo Weichel *Bo Weichel* 8-8-16  
 Purchasing Manager, Bo Weichel Date

Aunta M. Dula *Aunta M. Dula* 8-8-16  
 Deputy City Attorney, A. Dula Date

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

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

Andrea Durrant *Andrea Durrant*  
 City Manager, ~~M. Berry~~

8/11/16  
 Date

**BUDGET REVISION # 4**

**BE IT ORDAINED** by the Governing Board of the City of Hickory that, pursuant to N.C. General Statute 159.15, the following revisions be made to the annual budget ordinance for the fiscal year ending June 30, 2017.

**SECTION 1.** To amend the General Fund within the FY 2016-17 Budget Ordinance, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Culture & Recreation	7,749	
<b>TOTAL</b>	7,749	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous Revenue	290	
Other Revenue Sources	7,459	
<b>TOTAL</b>	7,749	-

**SECTION 2.** To amend the Water & Sewer Fund within the FY 2016-17 Budget Ordinance, the expenditures are to be changed as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Environmental Protection	9,538	
<b>TOTAL</b>	9,538	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous Revenues	9,538	
<b>TOTAL</b>	9,538	

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

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

\_\_\_\_\_

Mayor

\_\_\_\_\_

Clerk

# CITY OF HICKORY TRAVEL EXPENSE REPORT

Exhibit X.A.

Name of Coworker: Hank L. Guess

Travel dates: Thursday, 7/14/2016 - Thursday, 7/14/2016

Date of Report: July 18, 2016  
(Must be submitted no later than  
10 days after date of return)

Various Meetings in Washington, D.C. for Lobbying for the TIGER Grant

Rayburn Building (House); Russell Building (Senate); Dirksen Building (Senate); & USDOT New Jersey Ave, Washington DC

Course description

Location

PLEASE ATTACH ALL REQUIRED RECEIPTS

	7/14/2016							TOTALS		
	SUN	MON	TUES	WED	THURS	FRI	SAT	Cash	Credit Card	Vendor Ck
Room									0.00	
Meals	Per Diem: \$33 for Breakfast & Lunch				26.39	\$33-26.39=6.61		26.39		
Registration Fees									0.00	
Airfare Expense	* Last Minute Flight / No seats left *				1,026.34					
Rental Car										
City Vehicle Expense										
Personal Vehicle (1)								0.00		
City Fuel Card										
Other (2) Hotel Parking									0.00	
								\$26.39		

If personal vehicle was used, please fill in the number of miles driven: \_\_\_\_\_  
(See notes #1 and #2)

\$33-26.39=\$6.61 owed)

Total Cash Expenses	\$ 26.39	Balance Due Coworker	\$ 6.61	0.00 Account #	010-4200-515.14-01
Cash Advanced	\$ 0.00	Balance Due City	\$ 0.00	\$6.61 Account #	010-4200-512.10-02
Credit Card	\$ _____			Account #	_____
Vendor Check	\$ _____				

**CERTIFICATION:** I certify that the above described travel was authorized official business, was not reimbursed by any other entity, and was performed in accordance with the City of Hickory Travel Policy and that no compensation was of a personal nature.

Coworker's Signature Hank L. Guess

\_\_\_\_\_  
Approved by Date

1 - Current federal rate is \$0.565 per mile. May only receive reimbursement for use of a personal vehicle if City vehicle was not available.  
2 - List other expenses on reverse side

# CITY OF HICKORY TRAVEL EXPENSE REPORT

Exhibit X.B.

Name of Coworker: James Vernon Tarlton III

Travel dates: Thursday, 7/14/2016 - Thursday, 7/14/2016

Date of Report: July 18, 2016  
(Must be submitted no later than  
10 days after date of return)

Various Meetings in Washington, D.C. for Lobbying for the TIGER Grant

Rayburn Building (House), Russell Building (Senate), Dirksen Building (Senate), & USDOT New Jersey Ave, Washington DC

Course description

Location

PLEASE ATTACH ALL REQUIRED RECEIPTS

	7/14/2016							TOTALS		
	SUN	MON	TUES	WED	THURS	FRI	SAT	Cash	Credit Card	Vendor Ck
Room									0.00	
Meals	Per Diem: \$33 for Breakfast & Lunch				13.75	\$33-13.75=19.25		13.75		
Registration Fees									0.00	
Airfare Expense	* Last Minute Flight / No seats left *				1,026.34					
Rental Car										
City Vehicle Expense										
Personal Vehicle (1)								0.00		
City Fuel Card										
Other (2) Taxi/Uber								50.07	0.00	
								\$63.82		

If personal vehicle was used, please fill in the number of miles driven: \_\_\_\_\_

(See notes #1 and #2)

\$19.25 (per diem owed)+50.07 (Uber reimbursement)=\$69.32

Total Cash Expenses	\$ 63.82	Balance Due Coworker	\$ 69.32	50.07 Account #	010-4200-515.14-01
Cash Advanced	\$ 0.00	Balance Due City	\$ 0.00	\$19.25 Account #	010-4200-512.10-02
Credit Card	\$ _____			Account #	_____
Vendor Check	\$ _____				

**CERTIFICATION:** I certify that the above described travel was authorized official business, was not reimbursed by any other entity, and was performed in accordance with the City of Hickory Travel Policy and that no compensation was of a personal nature.

Coworker's Signature

J. Vernon Tarlton

Approved by \_\_\_\_\_

Date \_\_\_\_\_

1 - Current federal rate is \$0.565 per mile. May only receive reimbursement for use of a personal vehicle if City vehicle was not available.

2 - List other expenses on reverse side

# CITY OF HICKORY TRAVEL EXPENSE REPORT

Exhibit X.C.

Name of Coworker: G. Rudy Wright Jr.

Travel dates: Thursday, 7/14/2016 - Thursday, 7/14/2016

Date of Report: July 18, 2016

(Must be submitted no later than  
10 days after date of return)

Various Meetings in Washington, D.C. for Lobbying for the TIGER Grant

Rayburn Building (House); Russell Building (Senate); Dirksen Building (Senate); & USDOT New Jersey Ave, Washington DC

Course description

Location

PLEASE ATTACH ALL REQUIRED RECEIPTS

	7/14/2016							TOTALS		
	SUN	MON	TUES	WED	THURS	FRI	SAT	Cash	Credit Card	Vendor Ck
Room									0.00	
Meals	Per Diem: \$33 for Breakfast & Lunch				17.05	\$33-17.05=15.95		17.05		
Registration Fees									0.00	
Airfare Expense	* Last Minute Flight / No seats left *				1,026.34					
Rental Car										
City Vehicle Expense										
Personal Vehicle (1)								0.00		
City Fuel Card										
Other (2) Hotel Parking									0.00	
								\$17.05		

If personal vehicle was used, please fill in the number of miles driven: \_\_\_\_\_

(See notes #1 and #2)

\$33-17.05=\$15.95

Total Cash Expenses	\$ 17.05	Balance Due Coworker	\$ 15.95	0.00 Account #	010-4200-515.14-01
Cash Advanced	\$ 0.00	Balance Due City	\$ 0.00	\$15.95 Account #	010-4200-512.10-02
Credit Card	\$ _____			Account #	_____
Vendor Check	\$ _____				

**CERTIFICATION:** I certify that the above described travel was authorized official business, was not reimbursed by any other entity, and was performed in accordance with the City of Hickory Travel Policy and that no compensation was of a personal nature.

Coworker's Signature

G. Rudy Wright Jr. / [Signature]

Approved by

Date

1 - Current federal rate is \$0.565 per mile. May only receive reimbursement for use of a personal vehicle if City vehicle was not available.

2 - List other expenses on reverse side

**COUNCIL AGENDA MEMOS**

**To: City Manager's Office**

**From: Planning & Development Services Department**

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

**Date: August 4, 2016**

**Re: Public Hearing – Voluntary Contiguous Annexation of property owned by Michael and Louise Maguth**

**REQUEST**

Consideration of the voluntary contiguous annexation of 1.005 acres (43,777.8 ft<sup>2</sup>) of property located at 1730 30<sup>th</sup> Avenue Court NE, which is also identified as PIN 3714-16-82-1626.

**BACKGROUND**

Michael and Louise Maguth have submitted a petition for the voluntary contiguous annexation of 1.005 acres of property located at 1730 30<sup>th</sup> Avenue Court NE. The annexation area is the proposed location of a single-family residence. The annexation is being requested in order to gain water and sewer service from the City of Hickory. Please refer to the accompanying maps for more detail.

**ANALYSIS**

The owners of the property are seeking annexation in order to obtain utility services (water & sewer) for the construction of a single-family residence. The subject property is currently located within the city's extra-territorial jurisdictional area (ETJ), and zoned Medium Density Residential – 2 (R-2). The petitioner has requested the property retain its current zoning classification upon annexation.

The current tax value of the vacant land is \$24,800.00. If annexed with its present value, the property would generate approximately \$140.50 in additional tax revenues. The estimated tax values of the five (5) adjacent single-family residences is currently \$269,660.00. If the residence constructed on the proposed property holds a similar tax value, then the tax revenue would increase to \$1,527.62.

Upon analysis, staff has determined the petition meets the statutory requirements for voluntary contiguous annexation, and adequate public services are available.

**RECOMMENDATION**

Staff finds the petition to be in conformity with applicable statutes, and recommends approval of the voluntary annexation petition.

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

**Reviewed by:**

Brian Frazier  
Initiating Department Head

8/4/2016  
Date

Auntie M. Dula  
Deputy City Attorney, A. Dula

8-8-16  
Date

Rodney Miller  
Asst. City Manager Rodney Miller

8-8-16  
Date

A. Surratt  
Asst. City Manager, A. Surratt

\_\_\_\_\_  
Date

Melissa Miller  
Finance Officer, Melissa Miller

8-5-16  
Date

Bo Weichel  
Purchasing Manager, Bo Weichel

8-8-16  
Date

\_\_\_\_\_  
Date

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

A. Surratt  
Interim City Manager, A. Surratt

8/11/16  
Date

# 432

**CITY OF HICKORY  
APPLICATION FOR VOLUNTARY ANNEXATION**

DATE SUBMITTED: 6-28-16 ?

**TO THE CITY COUNCIL OF THE CITY OF HICKORY, NORTH CAROLINA:**

I (We), the undersigned, do hereby respectfully make application and petition for voluntary annexation into the municipal limits of the City of Hickory, and have provided an annexation plat meeting the requirements of the City of Hickory

1. The property be voluntarily annexed is located on \_\_\_\_\_  
\_\_\_\_\_ between \_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_ and is shown in more detail on the attached survey.

?

PIN NO. (S): 3714-16-82-1626

Physical (Street) Address: 1730 30TH AVE. COURT, N.E. HICKORY, 28601

2. The property is owned by: (please print) MICHAEL & LOUISE MAGUTH  
(Attach a copy of the most recent deed, contract for purchase or other legal interest demonstrating an interest in the property.) HLD. SETTLEMENT STATEMENT.

Owner Information:

mimaguth@gmail.com

Name: MICHAEL & LOUISE MAGUTH

Address: 3184 17TH ST., LANE NE. HICKORY, N.C. 28601

Phone Number: 910-264-4768, 910-262-0885

3. The petition is submitted by: MICHAEL & LOUISE MAGUTH  
(If the Petition is submitted by someone other than the owner, the attached agent authorization must be signed, notarized and submitted from the owner(s) authorizing the agent to act on his behalf.)

Agent Information:

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

4. If annexation is approved by the Hickory City Council, and if the property(s) is not currently zoned by the City of Hickory, the applicant would request that the property be placed into a \_\_\_\_\_  
R-2 zoning district.

5. WATER AND SEWER AVAILABILTY AND CONNECTIONS

We, the undersigned property owner(s), herby understand and agree we shall be responsible for all costs associated with providing for extensions and/or connections to the City of Hickory public utility system (water and sewer). This includes all design, permitting, construction, legal and applicable City of Hickory Tap Fees. Furthermore, we shall be responsible for obtaining any and all necessary easements and encroachment agreements needed to provide for such extensions or connections and provide those to the City of Hickory as appropriate.

The undersigned owner further acknowledges, they shall be responsible for any future utility extensions required to serve the property due to subdivision of the property.

6. APPLICANT'S AFFIDAVIT

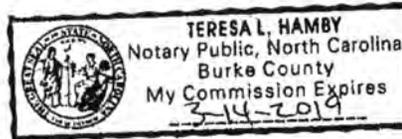
We, the undersigned property owners(s), hereby certify that the information contained herein and submitted in support of this application is true and correct and the property owner's list and associated envelopes were obtained using the most recent Tax Office property information and are true, correct and complete.

MICHAEL & LOUISE MAGUTH  
Printed Name of Property Owner(s)  
3184 17TH ST. LANE N.E.  
HICKORY, N.C. 28601  
Address of Property Owner(s)

Michael Maguth, Louise A. Maguth  
Signature of Property Owner(s)  
910-264-4760, 910-262-0885  
Telephone Number of Property Owner(s)

(Please choose the appropriate notary block)

State of North Carolina - County of Burke

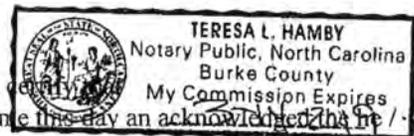


I, the undersigned Notary Public of the County and State aforesaid, certify that Michael F. Maguth personally appeared before me this day and acknowledged the due execution of this foregoing instrument for the purposes expressed herein. Witness my hand and Notarial stamp or seal, this 28 day of June, 2016.

My Commission Expires: 3-14-2019

Teresa L. Hamby  
Notary Public

State of North Carolina - County of Burke



I, the undersigned Notary Public of the County and State aforesaid, certify that Michael & Louise A. Maguth personally came before me this day and acknowledged the due execution of this foregoing instrument for the purposes expressed herein. Witness my hand and Notarial stamp or seal, this 28 day of June, 2016.

My Commission Expires: 3-14-2019

Teresa L. Hamby  
Notary Public

## Annexation Plat Checklist

The survey map of your property is not acceptable as an annexation plat. Therefore, a Professional Land Surveyor must prepare an annexation plat of the area to be annexed. The surveyor will complete the checklist below as part of the preparation of the plat. The checklist must be returned with the plat before the review of the petition will begin.

Annexation know as: Contiguous Annexation by the City of Hickory known as Michael Maguth and Louise Maguth Property Date: June 16, 2016

To expedite the annexation process, you must submit two (2) copies of an annexation plat that has the information specified below, and shown on its face.

- Title ("Satellite Annexation" or "Contiguous Annexation").
- Title (known as \_\_\_\_\_) \*Should include the name of the property owner(s).
- Address (Physical Address if property has one).
- Parcel Identification Number (PIN).
- Date of Survey
- Township.
- County.
- Map scale (Both numeric and graphic).
- Existing City Limits if contiguous shown as bold broken lines as labeled as "Existing City Limits". Also list the plat book and page where the existing City Limits may be found. (For assistance, contact the City Surveyor's Office at 828.323.7414).
- New City Limits line(s) shown as bold solid lines and labeled "New City Limit Line".
- Bearing and distances for all City Limits lines.
- Area in Acres.
- North Arrow.
- Mayor / City Clerk Certification (see sample plat).
- Notary Certification for City Clerk.
- Register of Deeds Certification.
- Map Review Officer Certification.

N/A Grid Tie – If within 2,000 feet of grid monument tie to grid and rotate bearings north to grid north.  
If not, tie to intersection of two streets.

Type & size of existing property corner markers.

Vicinity map.

Adjacent owner's names, Deed Book and Page number for each adjacent owner.

Adjacent street names.

N/A If petition consists of a satellite annexation, the map must show the area proposed for annexation with relation to the primary corporate limits of the City of Hickory, (i.e., distance between nearest line of area being annexed and existing contiguous city limits). When there is question as to whether the area may be closer to another city than the annexing city, the map shall also show the area proposed for annexation with relation to the primary corporate limits of the other city.

Map must conform to G.S. 47-30 (a) 18" X 24" and 47-30 (b) transparent and archival.

Two copies of the transparent and archival map, with all original signatures, must be submitted.

Professional Land Surveyor Information

Name: Donald S. Miller

Address: 328 4th Street SW - Hickory, NC 28602

Telephone Number: 828-322-4013

E-mail: millersurveyinghickory@gmail.com

3348-0888

FILED ELECTRONICALLY  
CATAWBA COUNTY NC  
DONNA HICKS SPENCER

FILED Jun 24, 2016  
AT 11:51:00 AM  
BOOK 03348  
START PAGE 0888  
END PAGE 0890  
INSTRUMENT # 10356  
EXCISE TAX \$112.00

**NORTH CAROLINA GENERAL WARRANTY DEED**

Excise Tax: \$ 112.00

Parcel Identifier No. 3714-16-82-1626 Verified by \_\_\_\_\_ County on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
By: \_\_\_\_\_

Mail/Box to: Young M. Smith, Jr., Attorney, LLP, 225 Fourth Street, NW, Hickory, NC 28601

This instrument was prepared by: Young M. Smith, Jr., Attorney, LLP, 225 Fourth Street, NW, Hickory, NC 28601

Brief description for the Index: 30th Avenue Court, NE

THIS DEED made this 14th day of June, 2016, by and between

GRANTOR	GRANTEE
Matthew R. Hale and wife, Katherine W. Hale 315 15th Avenue, NW Hickory, North Carolina 28601	Michael Maguth and wife, Louise Maguth 3184 17th Street Lane, NE Hickory, North Carolina 28601

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

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

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

See Schedule "A" attached.

The property hereinaabove described was acquired by Grantor by instrument recorded in Book 3253 page 1391.  
All or a portion of the property herein conveyed \_\_\_ includes or X does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book N/A page N/A.

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

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

All street and utility easements and rights of way of record, Catawba County Registry.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

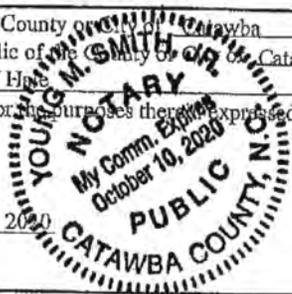
By: \_\_\_\_\_ (Entity Name) Matthew R. Hale (SEAL)  
 Print/Type Name: Matthew R. Hale

By: \_\_\_\_\_ Katherine W. Hale (SEAL)  
 Print/Type Name: Katherine W. Hale

By: \_\_\_\_\_ (SEAL)  
 Print/Type Name: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
 Print/Type Name: \_\_\_\_\_

State of North Carolina - County or City of Catawba  
 I, the undersigned Notary Public of the County or City of Catawba County and State aforesaid, certify that Matthew R. Hale and Katherine W. Hale personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 24<sup>th</sup> day of June, 2016.



My Commission Expires: October 10, 2020  
 (Affix Seal)

Young M. Smith, Jr. Notary Public  
 Notary's Printed or Typed Name

State of \_\_\_\_\_ - County or City of \_\_\_\_\_  
 I, the undersigned Notary Public of the County or City of \_\_\_\_\_ and State aforesaid, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_  
 (Affix Seal)

\_\_\_\_\_  
 Notary Public  
 Notary's Printed or Typed Name

State of \_\_\_\_\_ - County or City of \_\_\_\_\_  
 I, the undersigned Notary Public of the County or City of \_\_\_\_\_ and State aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that \_\_\_\_\_ he is the \_\_\_\_\_ of \_\_\_\_\_, a North Carolina or \_\_\_\_\_ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, \_\_\_\_\_ he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_  
 (Affix Seal)

\_\_\_\_\_  
 Notary Public  
 Notary's Printed or Typed Name

## Schedule "A"

Beginning at an iron pin in the southern margin of 30<sup>th</sup> Avenue Court NE (S.R. 1401), said iron pin marking the northwest corner of Lot 79 of Lawson's Creek Subdivision, Phase 3-B, as shown on a plat recorded in Plat Book 61 at Page 164, Catawba County Registry, and lying North 63° 22' 55" West 158.29 feet from a spike in the center of the intersection of 30<sup>th</sup> Avenue Court NE and 30<sup>th</sup> Avenue Place NE, and proceeding thence with the western lines of Lots 79, 80, and 81 of Lawson's Creek Subdivision South 34° 32' 15" West 300.88 feet to an iron pin in the northern line of Roger L. Vanskike and, subsequently, Jonathan A. Moseley (see Book 3029 at Page 1242) North 55° 59' 30" West 144.79 feet to an iron pin in the southeast corner of Joshua A. Bengé (see Book 3242 at Page 1726); thence with Bengé's eastern line North 34° 29' 10" East 302.70 feet to an iron pin in the southern margin of 30<sup>th</sup> Avenue Court NE; thence with the southern margin of 30<sup>th</sup> Avenue Court NE South 55° 16' 30" East 145.07 feet to the Beginning, and containing approximately 1.00 acre, according to a survey by James D. Ferguson, P.L.S., dated July 29<sup>th</sup>, 2014.

**VOLUNTARY CONTIGUOUS ANALYSIS**

**APPLICANT:** Michael and Louise Maguth

**PROPERTY LOCATION (See Map 1):** 1730 30<sup>th</sup> Avenue Court NE

**PIN NUMBER:** 3714-16-82-1626

**WARD:** If annexed, the subject property will be located in Ward 2 (Councilman Tarlton).

**REQUESTED ACTION:** The request is for a voluntary contiguous annexation. The annexation is being requested to obtain connections to the City's water and sewer system.

**ACREAGE:** 1.005 acres (43,777.8 ft<sup>2</sup>)

**DEVELOPMENT POTENTIAL:** The subject property is currently located within the city's extra-territorial jurisdictional (ETJ) area, and zoned Medium Density Residential -2 (R-2). Properties located within R-2 districts can be developed primarily for single-family residential uses at a maximum density of four (4) dwelling units per acre, with the minimum building lot size being 10,890 ft<sup>2</sup> (1/4 acre). Given this prescribed maximum density, the property could theoretically yield up to four (4) residential dwelling units. However, due to the lot's size and configuration a more practical expectation would be lot being developed for the location of one (1) single-family residence. The petitioners have indicated their desire to develop the property for the location of one (1) single-family residence

**TAX VALUE:** The current tax value of the vacant land is \$24,800.00. If annexed with its present value, the property would generate approximately \$140.50 in additional tax revenues. The estimated tax values of the five (5) adjacent single-family residences is currently \$269,660.00. If the residence constructed on the proposed property holds a similar tax value, then the tax revenue would increase to \$1,527.62.

**POPULATION INCREASES:** As previously outlined, the property is proposed to be developed for the location of one (1) single-family residence. The U.S. Census bureau estimates the average household size in the Greater Hickory Metropolitan Statistical Area (MSA) to be 2.42 occupants. Given this estimate, the City could anticipate adding two (2) to three (3) citizens to its overall population.

**SCHOOL DISTRICTS:** The property is located within the jurisdictional area of the Catawba County Public School System, and located in the following school districts:

School Type	School District	Student Multiplier Per Dwelling	Number of Potential Dwelling Units	Potential Additional Students
Elementary	Clyde Campbell	0.32	1	0.32
Middle	Arndt	0.10	1	0.10
High	St. Stephens	0.14	1	0.14

*\*Note: The student multipliers above reflect numbers for single-family dwellings only.*

**SURROUNDING LAND USE AND ZONING (See Maps 2 & 3):**

- **North:** The properties are zoned Medium Density Residential – 2 (R-2), and are occupied by single-family residences (Lawson’s Creek);
- **South:** The properties are zoned Medium Density Residential – 2 (R-2), and are occupied by single-family residences (Herbert Lee Propst Estate Subdivision);
- **East:** The properties are zoned Medium Density Residential – 2 (R-2), and are occupied by single-family residences (Lawson’s Creek); and
- **West:** The property is zoned Medium Density Residential – 2 (R-2), and is occupied by a single-family residences (This parcel is was part of an organized development plan.)

**UTILITY SERVICE:** Water and wastewater infrastructure are available to serve the property, and are located to the north along 30<sup>th</sup> Avenue Court NE. The property owners shall be responsible for providing with the required connections.

**ACCESS:** Access to the subject property is available, and planned to be from 30<sup>th</sup> Avenue Court NE.

**DISTANCE FROM CITY LIMITS (See Map 1):** The proposed annexation area is immediately adjacent to the City’s existing corporate boundary on its northern and eastern boundaries.

**STAFF COMMENTS:**

- **Fire:** Annexation of this property would not adversely affect the operations of the fire department. The property is currently in Engine 6 fire district and will remain.
- **Police Department:** Police protection is adequate. The property will be located within the patrol area of Baker PACT.
- **Engineering:** No objections.
- **Planning:** No objections.
- **Public Services:** Solid Waste can service this property with no issues or disruptions to our current service level.

- Public Utilities: No Objections
- Legal: No objections.
- City Manager's Office: No objections.

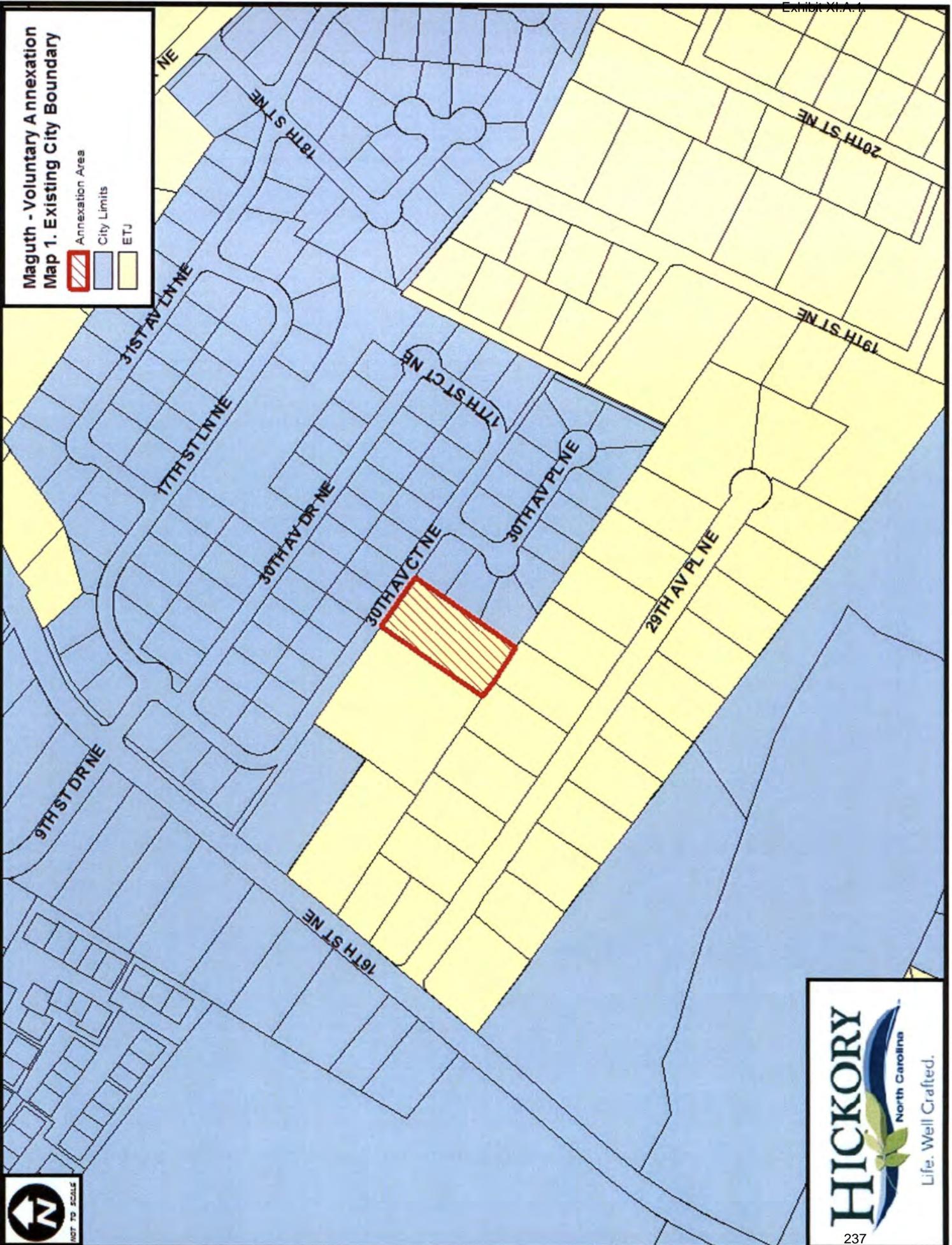
**STAFF RECOMMENDATION:** Upon evaluation staff has found the following:

1. The voluntary annexation petition complies with all applicable statutes regarding the voluntary annexation of contiguous properties;
2. Adequate public services are available in sufficient quantities to properly serve the subject property; and
3. The annexation of the property will not cause available public services to fall below acceptable levels.

Based upon the findings provided above, staff recommends City Council approve the voluntary contiguous annexation petition.

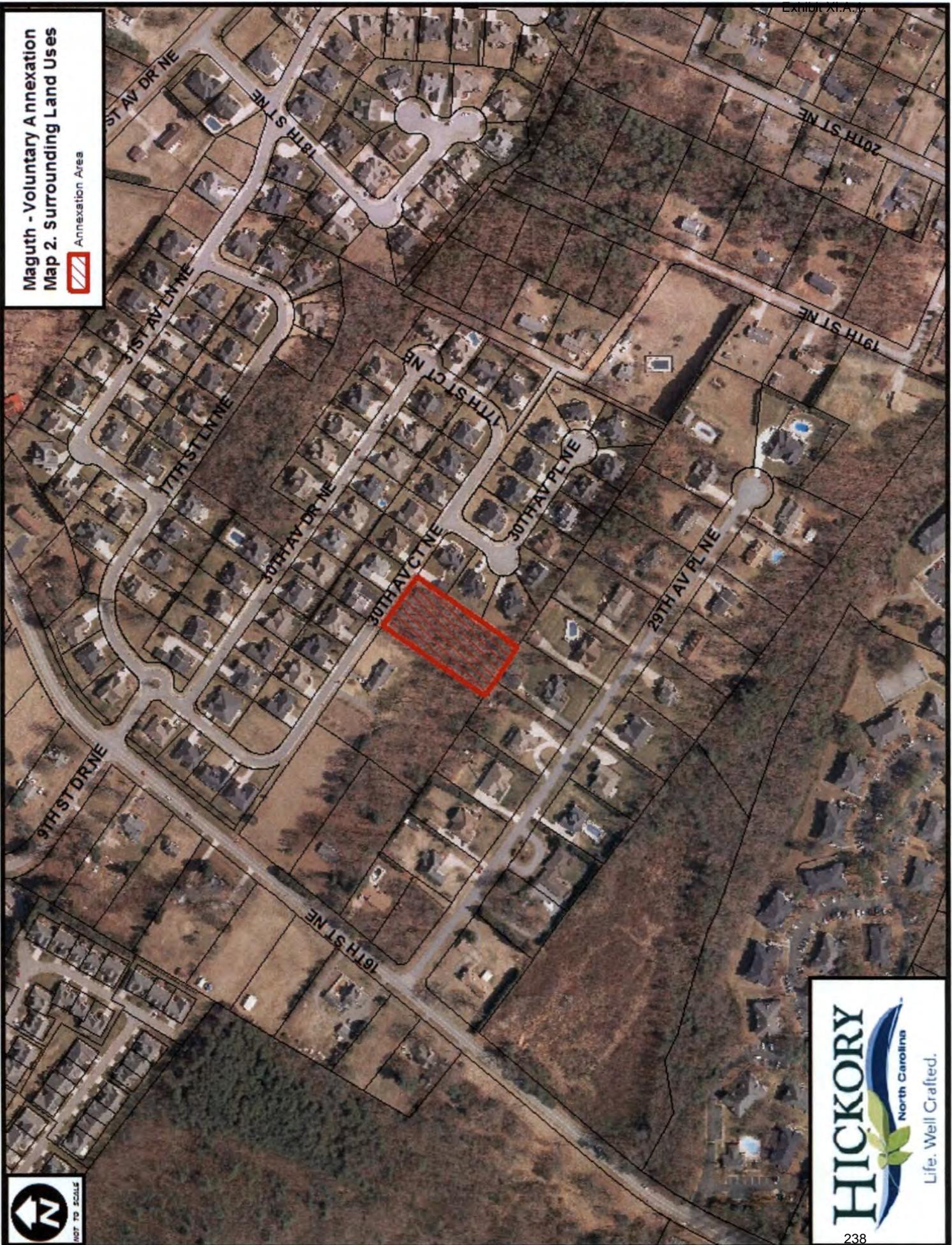
**Maguth - Voluntary Annexation  
Map 1. Existing City Boundary**

-  Annexation Area
-  City Limits
-  ETJ



**HICKORY**  
North Carolina  
Life. Well Crafted.

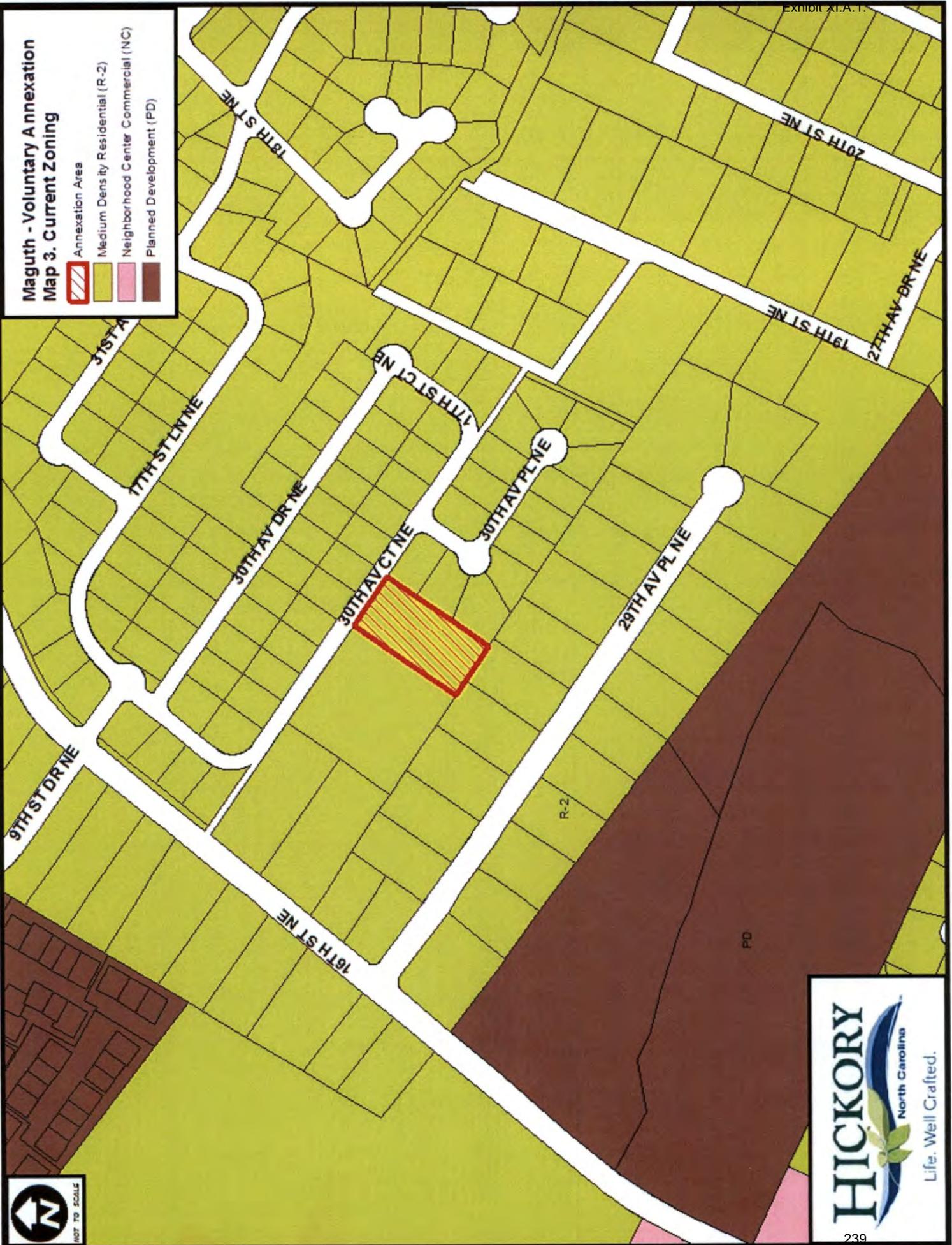
Maguth - Voluntary Annexation  
Map 2. Surrounding Land Uses



**HICKORY**  
North Carolina  
Life. Well Crafted.

# Maguth - Voluntary Annexation Map 3. Current Zoning

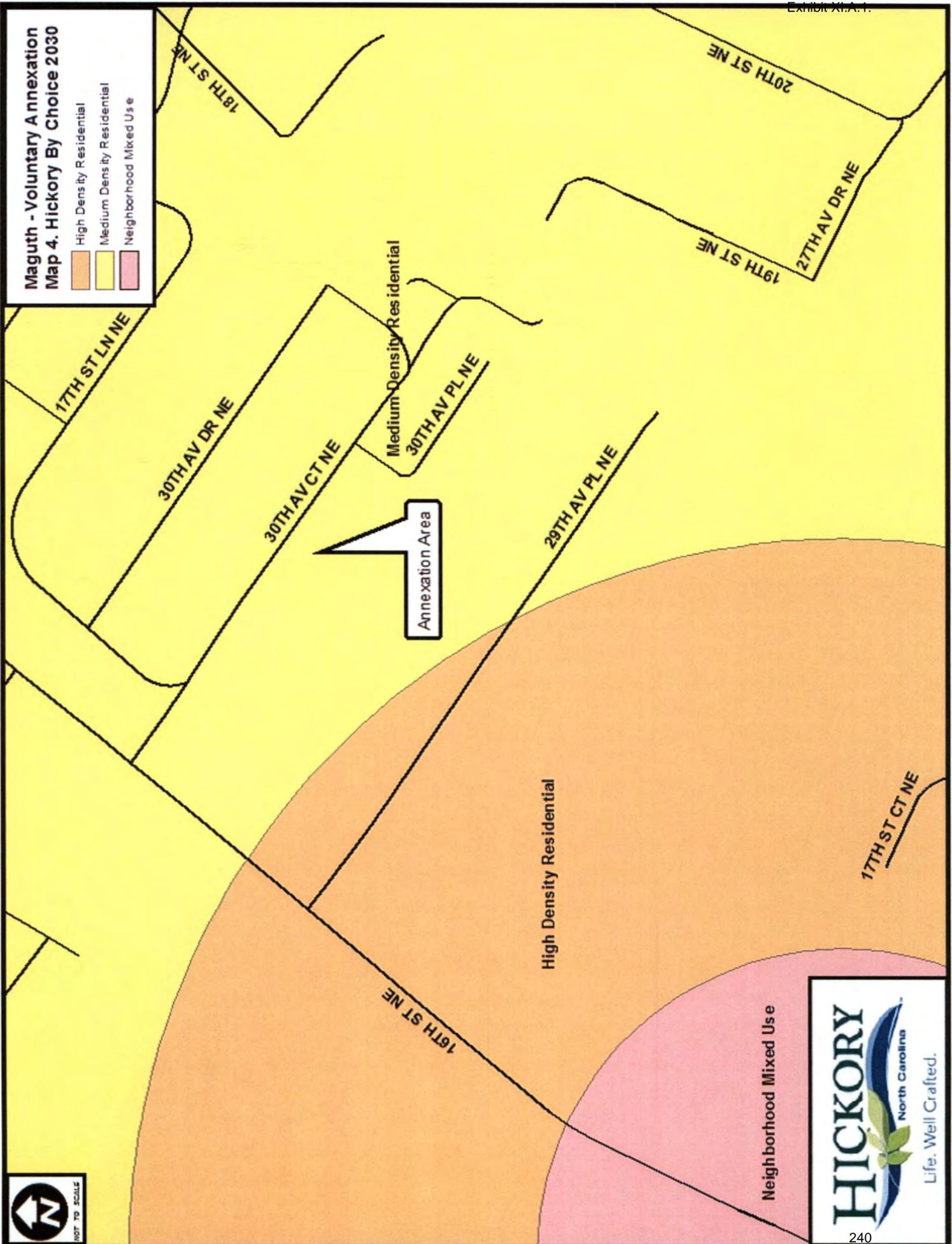
-  Annexation Area
-  Medium Density Residential (R-2)
-  Neighborhood Center Commercial (NC)
-  Planned Development (PD)




**HICKORY**  
North Carolina  
Life. Well Crafted.

**Maguth - Voluntary Annexation  
Map 4. Hickory By Choice 2030**

-  High Density Residential
-  Medium Density Residential
-  Neighborhood Mixed Use



Annexation Area

High Density Residential

16TH ST NE

17TH ST CT NE

Neighborhood Mixed Use



PREPARED BY: LEGAL DEPARTMENT, CITY OF HICKORY  
P.O. BOX 398, HICKORY, NC 28603

**ANNEXATION ORDINANCE NO. 432**

**VOLUNTARY ANNEXATION ORDINANCE (CONTIGUOUS)**

**Michael Maguth and wife, Louise Maguth**

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF HICKORY, NORTH CAROLINA, PURSUANT TO GENERAL STATUTES 160A-31, AS AMENDED (CONTIGUOUS)

WHEREAS, the City Council of the City of Hickory has been petitioned under G.S. 160A-31, as amended, to annex the area herein described; and

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

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held in the Council Chambers of the Julian G. Whitener Municipal Building at 7:00 p.m. on the 16<sup>th</sup> day of August, 2016, after due notice by publication on August 5, 2016; and

WHEREAS, the City Council does find as a fact that said petition meets the requirements of G.S. 160A-31, as amended.

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

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

as of August 31, 2016.

CONTIGUOUS ANNEXATION  
DESCRIPTION FOR  
MICHAEL MAGUTH AND WIFE, LOUISE MAGUTH  
**1730 30<sup>TH</sup> AVENUE COURT NE, HICKORY NC 28601**

Beginning at an iron pin in the southern margin of 30th Avenue Court NE (S.R. 1401), said iron pin marking the northwest corner of Lot 79 of Lawson's Creek Subdivision, Phase 3-B, as shown on a plat recorded in Plat Book 61 at Page 164, Catawba County Registry, and lying North 63° 22' 55" West 158.29 feet from a spike in the center of the intersection of 30th Avenue Court NE and 30th Avenue Place NE, and proceeding thence with the western lines of Lots 79, 80, and 81 of Lawson's Creek Subdivision South 34° 32' 15" West 300.88 feet to an iron pin in the northern line of Roger L. Vanskike and, subsequently, Jonathan A. Moseley (see Book 3029 at Page 1242) North 55° 59' 30" West 144.79 feet to an iron pin in the southeast corner of Joshua A. Bengé (see Book 3242 at Page 1726); thence with Bengé's eastern line North 34° 29' 10" East 302.70 feet to an iron pin in the southern margin of 30th Avenue Court NE; thence with the southern margin of 301h Avenue Court NE South 55° 16' 30" East 145.07 feet to the Beginning, and containing approximately 1.00 acre, according to a survey by James D. Ferguson, P.L.S., dated July 29<sup>th</sup>, 2014.

Section 2. Upon and after the 31<sup>st</sup> day of August, 2016, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Hickory. Said territory shall be subject to municipal taxes according to G.S. 160A-31 (e), as amended.

Section 3. That the newly annexed territory described hereinabove shall become a part of Ward No. 2 of the City of Hickory.

Section 4. The Mayor of the City of Hickory shall cause to be recorded in the Office of the Register of Deeds of Catawba County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this Ordinance.

Section 5. That all ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed.

Section 6. This Ordinance shall be in full force and effect from and after the 31<sup>st</sup> day of August, 2016.

ADOPTED THIS 16<sup>th</sup> DAY OF AUGUST, 2016

---

Rudy Wright  
Mayor

---

Andrea Surratt, Interim City Manager

Approved As To Form:

---

Deputy City Attorney for the City of Hickory

**CERTIFICATION OF ANNEXATION ORDINANCE**

NORTH CAROLINA  
CATAWBA COUNTY  
CITY OF HICKORY

I, Debbie D. Miller, City Clerk of the City of Hickory, North Carolina, do hereby certify that the Annexation Ordinance of Michael Maguth and wife, Louise Maguth was adopted at a regular meeting of the Hickory City Council held on August 16, 2016, and that said Ordinance is in full force and effect on August 31, 2016.

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

NORTH CAROLINA  
CATAWBA COUNTY

I, \_\_\_\_\_, a Notary Public in and for said County and State, do hereby certify that Debbie D. Miller, City Clerk of the City of Hickory, personally appeared before me this date and acknowledged the due execution of the foregoing certificate for the purposes therein expressed.

Witness my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

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

4

**COUNCIL AGENDA MEMO**

**To: City Manager's Office**  
**From: Chuck Hansen, Public Services Director**  
**Contact Person: Rick Patton, Engineering**  
**Date: August 1, 2016**  
**Re: Curb and Gutter Petition 16-02**

**REQUEST**

To install curb and gutter along a portion of the north side of the 3300 block of 48<sup>th</sup> Ave. Ln. NE in response to a petition from a property owner.

**BACKGROUND**

The City Clerk received a petition from the owner of a property along the north side of the 3300 block of 48<sup>th</sup> Ave. Ln. NE to install curb and gutter along a portion of their street as per section 29-2 of the Hickory Code of Ordinances. The petitioner(s) represents a majority, greater than 50%, of the property owner(s) as well as a majority, greater than 50%, of the property footage of the property frontage requested in the petition and therefore qualifies as a valid petition.

**ANALYSIS**

The attached petition number 16-02 was submitted to the City of Hickory and requests the City to construct curb and gutter along a portion of north side of 3300 block of 48<sup>th</sup> Ave. Ln. NE. The signature(s) on the petition represent 100% of the property owner(s) affected, who in turn represent 100% of the property footage affected as shown on the attached map and summary. The City Clerk certifies that notification of the public hearing on the preliminary assessment roll resolution was mailed to the owner of the property subject to assessment.

**RECOMMENDATION**

Conduct the public hearing on August 16, 2016 to discuss all matters concerning petition #16-02 that is requesting the City to construct curb and gutter along a portion of the north side of the 3300 block of 48<sup>th</sup> Ave. Ln. NE. Staff recommends Council's approval of the "Resolution Directing that the Street Improvements Project Be Undertaken".

**Informational**

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

**Requires Council Approval**

(All new or revisions in Ordinances or Council enacted policies, as well as contracts/agreements over \$100,000 will be placed on Agenda)

**BUDGET ANALYSIS:**

**Budgetary Action**

Is a Budget Amendment required?

Yes

No

**LIST THE EXPENDITURE CODE:**

010 5460 537 77 01

**Reviewed by:**

Chuck Hansen \_\_\_\_\_ 08-01-16  
Initiating Department Head Date

[Signature] 8-8-16  
Asst. City Manager Rodney Miller Date

[Signature] 8-5-16  
Finance Officer, Melissa Miller Date

\_\_\_\_\_  
Date

[Signature] 8-8-16  
Deputy City Attorney, A. Dula Date

[Signature] \_\_\_\_\_  
Asst. City Manager, A. Surratt Date

[Signature] 8-8-16  
Purchasing Manager, Bo Weichel Date

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

[Signature]  
Interim City Manager, A. Surratt

8/11/16  
Date

# PETITION 16-02 PROPOSED CURB AND GUTTER 3313 48th Av Ln NE

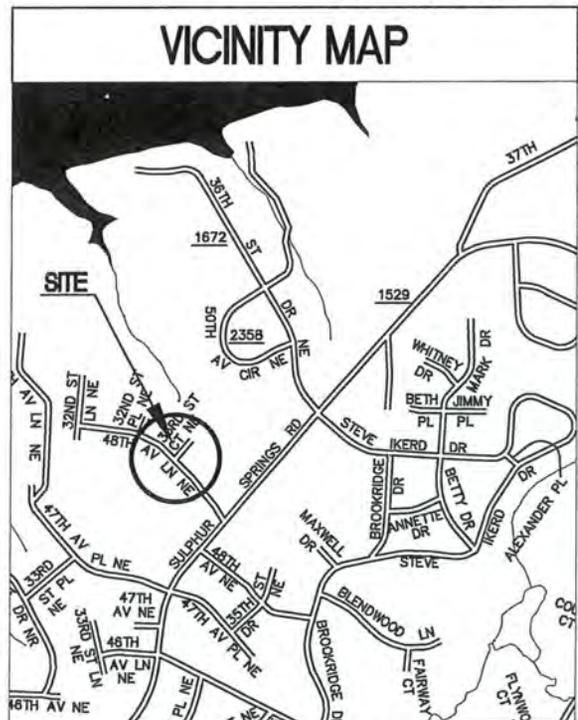


SCALE: 1"=60'

DATE: 6/20/16

1 Property Owners Total  
 1 Property Owners Signed  
 0 Property Owners Not Signed  
 100% Property Owners Signed

248.52' Total Footage  
 248.52' Footage Signed  
 0% Not Signed  
 100% Footage Signed



NOT TO SCALE

LEGEND	
①	SIGNED
1	NOT SIGNED
—	PROPOSED CG

**PETITION FOR CONSTRUCTION OF CURB AND GUTTER**

PETITION # 16-02  
(For Office Use Only)

QUALIFYING DATE: \_\_\_\_\_  
(For Office Use Only)

TO THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL OF THE CITY OF HICKORY,  
NORTH CAROLINA:

We, the undersigned citizens of the City of Hickory, being the owners of land abutting the street or section thereof, hereinafter named and described, do hereby petition the Mayor and Members of City Council of the City of Hickory to proceed as is provided in Chapter 160A, Article 10, of the General Statutes of North Carolina, to improve the portion of:

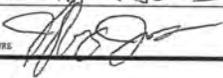
north side of 3300 block of 48<sup>th</sup> Ave. Ln. NE

by constructing concrete curb and gutter, according to plans and specifications on file in the office of the City Engineer.

We, the undersigned, do further petition that the cost of such improvements as measured along the right-of-way line for curb and gutter at \$24.00 per linear foot plus \$0.00 per linear foot for storm drain piping for a total of \$24.00 per linear foot excluding driveway cuts and \$48.50 per linear foot of driveway apron measured at its narrowest point plus \$0.00 per linear foot for storm drain piping for a total of \$48.50 per linear foot of driveway apron, be specially assessed against the property abutting on that portion of said street as is heretofore described, all as is provided for in said General Statutes or the Charter of the City of Hickory.

We, the undersigned, do further understand that the costs of the above petitioned improvements will be assessed against our property and that this assessment is payable to the City of Hickory upon completion in not more than five (5) annual installments at 8% interest.

\*Prices effective July 1, 2016 through June 30, 2017.

ADDRESS OF LOT(S)	FOR PETITION	AGAINST PETITION	DATE
ADDRESS 3313 48 <sup>th</sup> Ave. Ln. NE	PRINT NAME <u>JEFFREY JOSE</u>	PRINT NAME	
PN 3735-13-03-5303	SIGNATURE 	SIGNATURE	
ADDRESS	PRINT NAME	PRINT NAME	
PN	SIGNATURE	SIGNATURE	
ADDRESS	PRINT NAME	PRINT NAME	
PN	SIGNATURE	SIGNATURE	
ADDRESS	PRINT NAME	PRINT NAME	
PN	SIGNATURE	SIGNATURE	
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PN	SIGNATURE	SIGNATURE	
ADDRESS	PRINT NAME	PRINT NAME	
PN	SIGNATURE	SIGNATURE	
ADDRESS	PRINT NAME	PRINT NAME	
PN	SIGNATURE	SIGNATURE	

CERTIFICATION SHOWING THAT NOTIFICATION OF PUBLIC HEARING ON  
PRELIMINARY ASSESSMENT ROLL RESOLUTIONS WERE MAILED TO OWNERS  
OF ALL PROPERTY SUBJECT TO ASSESSMENT  
NO. 16-02

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL OF THE  
CITY OF HICKORY:

I, Debbie D. Miller, City Clerk of the City of Hickory, North Carolina, do hereby  
certify that notification of public hearing on Preliminary Resolution for Street  
Improvement Project (curb and gutter) on August 16, 2016 was mailed by first class  
mail on July 20, 2016 to all owners of property subject to assessment.

IN WITNESS WHEREOF, I hereunto set my hand and affixed the seal of the City  
of Hickory, North Carolina, this the 20<sup>th</sup> day of July, 2016.



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

Resolution No. 16-\_\_\_\_

Resolution Directing That Street Improvement Project Be Undertaken  
(No. 16-02)

WHEREAS, on July 7, 2016, the property owner of 3313 48<sup>th</sup> Avenue Lane NE, Hickory filed with the City Engineer of the City of Hickory a petition for improving said street by placing and constructing thereon curb and gutter according to plans and specifications on file in the office of the City Engineer; and

WHEREAS, the City Clerk has certified to the City Council of the City of Hickory that said petition is sufficient in all respects, the same having been duly signed by a majority in number of the owners, whose property represents a majority of all the lineal feet of frontage of the lands abutting upon the streets or portion of streets hereinabove described; and

WHEREAS, a Preliminary Assessment Resolution was adopted by this City Council and a public hearing thereon duly held.

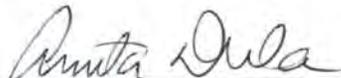
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HICKORY, NORTH CAROLINA:

1. That 3313 48<sup>th</sup> Avenue Lane NE, Hickory be improved by placing and constructing thereon curb and gutter under and by virtue of Chapter 160A, Article 10 of the General Statutes of North Carolina and the procedure therein established, and that said improvements be done by the City of Hickory or by contract after due notice and advertisement for bids, as outlined by Chapter 143, Section 129, of the General Statutes of North Carolina.
2. That 50 percent of the total cost of said improvement, exclusive of so much of the total costs as is incurred in improving the street intersections, be hereafter assessed upon the property receiving the improvements.
3. That the assessment herein provided for shall be payable in cash, or if any property owner shall so elect, in accordance with Chapter 160A, Sections 232 and 233, of the General Statutes of North Carolina, he shall have the option and privilege of paying the assessment in five (5) annual installments, said installments to bear interest at the rate of 8 percent per annum.

This 16<sup>th</sup> day of August, 2016.

\_\_\_\_\_  
Rudy Wright, Mayor

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

  
\_\_\_\_\_  
Arnta Dula, Deputy City Attorney

16

**COUNCIL AGENDA MEMOS**

Exhibit XI.B.1.

**To: City Manager's Office**  
**From: Brian M. Frazier, Director of Planning and Development Services**  
**Contact Person: Brian M. Frazier, Director of Planning and Development Services**  
**Date: August 4, 2016**  
**Re: Southside Brownfields Area-Wide Planning Project Update**

**REQUEST**

Be advised of the status of the EPA grant and of the upcoming planning workshops related to such.

**BACKGROUND**

The Brownfields Area-wide Planning Grant provides grants of up to \$200,000 to develop a plan for a small area that contains multiple known or suspect Brownfield sites. The grant is focusing on an area that generally includes the area of US 70 between US 321 and South Center Street.

The city has established a Brownfield Advisory Group, has identified several catalyst sites, hired consultants, initiated a community engagement plan and completed a base marketing and economic development study in the first year of the two year grant.

**ANALYSIS**

The Planning staff will hold planning workshops on August 23 through August 25, 2016 with the local community to plan for the beneficial reuse of brownfield sites along the Hwy 70 corridor and surrounding neighborhoods.

**RECOMMENDATION**

No Council action required.

**BUDGET ANALYSIS:**

**Budgetary Action**

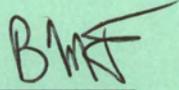
Is a Budget Amendment required?

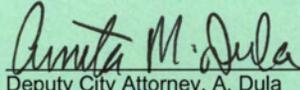
Yes

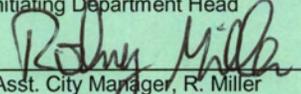
No

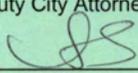
**LIST THE EXPENDITURE CODE:**

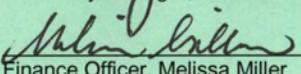
**Reviewed by:**

  
 Brian M. Frazier  
 Initiating Department Head  
 8-4-2016  
 Date

  
 Anita M. Dula  
 Deputy City Attorney, A. Dula  
 8-8-16  
 Date

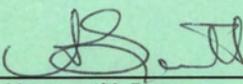
  
 Rodney Miller  
 Asst. City Manager, R. Miller  
 8-8-16  
 Date

  
 Asst. City Manager, A. Surratt  
 Date

  
 Finance Officer, Melissa Miller  
 8-5-16  
 Date

Purchasing Manager, Bo Weichel  
 Date

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

  
 City Manager, M. Berry

8/11/16  
 Date

# PLANNING WORKSHOPS

## Southside Brownfields Area-Wide Plan Project

### What is a Brownfield?

An industrial or commercial property that is vacant or underused because of real or perceived environmental pollution.



Help us plan for the beneficial reuse of brownfield sites along the Hwy 70 corridor and in surrounding neighborhoods.

**AUG 23**  
6:00 PM

**KICK-OFF**  
AND INPUT SESSION

**AUG 24**  
11 AM - 7 PM

**OPEN STUDIO**  
DROP IN ANY TIME TO SHARE YOUR IDEAS

**AUG 25**  
6:00 PM

**PRESENTATION**  
REVIEW REDEVELOPMENT ALTERNATIVES

Light refreshments will be provided.

**LOCATION** Ridgeview Recreation Center  
700 1<sup>st</sup> St. SW.

**QUESTIONS** Hickory Planning Department  
(828)-323-7422

**COMMENTS** [Contact@peqatl.com](mailto:Contact@peqatl.com)

**ABOUT** [www.hickorync.gov/content/brownfields-redevelopment](http://www.hickorync.gov/content/brownfields-redevelopment)



Life. Well Crafted.

