

A G E N D A
HICKORY CITY COUNCIL

January 19, 2016



7:00 p.m.



AGENDA
www.hickorync.gov

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

Hickory City Council
76 North Center Street

January 19, 2016
7:00 p.m.

- I. Call to Order
- II. Invocation by Ron Carter-Fish, Unifour Christian Fellowship
- III. Pledge of Allegiance
- IV. Special Presentations
 - A. Update from Friends of Hickory on Downtown Park Project
- V. Persons Requesting to Be Heard
- VI. Approval of Minutes
 - A. Regular Meeting of January 5, 2016. **(Exhibit VI.A.)**
- VII. Reaffirmation and Ratification of Second Readings. Votes recorded on first reading will be reaffirmed and ratified on second reading unless Council Members change their votes and so indicate on second reading.
 - A. Approval of the 2015 Loan Agreement with the National Museum of the United States Air Force. **(First Reading Vote: Unanimous)**
 - B. Approval of an Offer to Purchase of Two Properties Located Near the Intersection of 2nd Street NE and Falling Creek Road, PIN 3714-06-38-1685 and PIN 3714-06-38-2817. **(First Reading Vote: Unanimous)**
 - C. Approval of a Community Appearance Grant for Non-residential Property Owned by the PWG Investments, LP Located at 1022 Main Avenue NW in the amount of \$987.50. **(First Reading Vote: Unanimous)**
 - D. Budget Ordinance Amendment Number 14. **(First Reading Vote: Unanimous)**
 - E. Consideration of Rezoning Petition 15-02 for Property Located at 3061 Short Road **(First Reading Vote: Unanimous)**
- VIII. Consent Agenda: All items below are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests. In which event, the item will be removed from the Consent Agenda and considered under Item IX.
 - A. Approval to Issue a Pyrotechnic Display Permit to Hickory Crawdads. **(Exhibit VIII.A.)**

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Mark Seaman, General Manager of the Hickory Crawdads has submitted a request to obtain permission to have a public fireworks display on the following dates: April 15, 2016; May 27, 2016; June 17, 2016; July 1, 2016; July 3, 2016; July 4, 2016; July 15, 2016; July 29, 2016; August 12, 2016; August 26, 2016; September 2, 2016; with the following rain dates: April 16, 2016; May 28, 2016; June 18, 2016; July 2, 2016; July 5, 2016; July 8, 2016; July 9, 2016; July 16, 2016; July 30, 2016; August 13, 2016; August 27, 2016 and September 3, 2016.

The North Carolina Fire Code requires a mandatory operational permit for the use and handling of pyrotechnic special effects material. The Division of Fire & Life Safety Bureau shall review all required documentation. The Fire & Life Safety Division will also inspect the pyrotechnics display area prior to the event to ensure compliance with all guidelines and codes. Staff recommends approval of the pyrotechnics displays.

- B. Approval of the Contract with Wilkie Construction in the Amount of \$290,800 to Construct Phase II of the Planned Improvements to Hickory Optimist Park. **(Exhibit VIII.B.)**

Community Development Block Grant (CDBG) funds were used to complete extensive improvements at Hickory Optimist Park this year. Phase I of the project involved construction of drainage improvements, a walking trail with connection to The Glen at Green Park subdivision, and installation of an outdoor gym. Phase II of the project will involve demolition of an existing storage building. A new pre-engineered community building with restrooms will be constructed. A future contract will also convert the existing tennis court into four pickle ball courts. Staff advertised for competitive bids on the construction project. The low bidder on the project was Wilkie Construction with a bid of \$290,800 for the building construction. (See Consent Agenda E.1) This project will be funded with Community Development Block Grant Funds and Rental Rehab Program Income. Staff recommends approval of the contract with Wilkie Construction to construct Phase II of the planned improvements to Hickory Optimist Park.

- C. Approval of the Purchase of a Front Loader Unit from Carolina Environmental Systems, Inc. in the Amount of \$248,478. **(Exhibit VIII.C.)**

The City uses front loader trucks for collection of refuse with our dumpster service. This unit is operated daily in the Commercial Division of the Solid Waste Division. This unit will replace a 2003 model. Bids were received from three different truck manufacturers, Mack, Peterbuilt, and Autocar. All trucks were quoted with the same Heil front loading body as we currently utilize this body on other existing trucks and have experienced good service and longevity out of them as well as keeping our equipment consistent related to repair parts and equipment operation. Funds for this replacement unit are budgeted in the Solid Waste – Commercial Division budget. The low bid is under the budgeted amount. Staff recommends purchasing the front loader unit from the NJPA Contract from Carolina Environmental Systems, Inc. in the amount of \$248,478.

- D. Budget Ordinance Amendment Number 15. **(Exhibit VIII.D.)**

1. To recognize \$150.00 in donations-revenue to the Library for supplies for printing Friends of the Library newsletters.
2. To recognize \$25.00 donation to the Library for children's books in memory of Luther Snyder Garrison III.
3. To budget the annual debt service payment on the installment agreement for Stanford Park and Ridgeview renovations; only one semi-annual payment was included in the Fiscal Year 2015-16 budget. Project was financed in 2002 at \$7.6 million.
4. The Final Notice of Funding FY2016 PSAP Distribution received from Catawba County revised to allocate \$52,421.00 to the City of Hickory. Hickory Police Department plans to use the funds for the Wireless Communication project. Purchase Order 068251 has been entered in the accounting software to reserve the funds for future incoming invoices. This request revises the revenue and

expenditure budgets to reflect the actual amounts as stated in the FY2016 Funding Notification.

E. Grant Project Ordinance Amendment Number 5. **(Exhibit VIII.E.)**

1. *To appropriate available Community Development Fund (Fund 56) revenues (\$150,525) into the Public Infrastructure line-item for purposes of the Community Building at Optimist Park. (Consent Agenda Item B.)*

IX. Items Removed from Consent Agenda

X. Informational Item

XI. New Business:

A. Public Hearings

1. Consideration of Amending the 2014 Community Development Block Grant Annual Action Plan to Increase the Budget for Public Infrastructure Improvements. **(Exhibit XI.A.1.)**

In April of each year, Staff prepares an Annual Action Plan for its Community Development Block Grant (CDBG) allocation from the Federal government. This plan normally includes line items for public infrastructure improvements and single family housing rehabilitation. There is currently \$75,000 remaining in the Single Family Housing Rehabilitation line item. All public infrastructure funds are committed or will be spent in early 2016. The proposed amendment will adjust the City's 2014 CDBG Annual Action Plan by decreasing Housing Rehabilitation/Purchase Program in the amount of \$75,000 and increasing Public Infrastructure Improvements in the amount of \$75,000. The funding will allow the City to complete two to three additional street resurfacing projects in eligible neighborhoods. The reduction in housing rehabilitation funds will not have a negative impact on the City's housing rehabilitation programs. There is adequate funding to complete all current projects and any loan applications that the City is likely to receive prior to the end of the fiscal year. The funding is located in other CDBG project year budgets and the City's Owner/Rental rehabilitation fund. Staff recommends City Council's approval of the amendment to the 2014 Community Development Block Grant Annual Action Plan.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on December 19, 2015; January 8, 2016 and January 15, 2016.

2. Consideration of Closing the Southern Portion of the Alley beside Community One Bank for the Friends of Hickory Park. **(Exhibit XI.A.2.)**

Friends of Hickory has been raising funds for a park to go in the current City owned parking lot at the intersection of 3rd Street NW at Main Avenue NW. In order for the park to be safe and have the adequate space, the alley that exists beside Community One Bank needs to close. In order to keep the outlet from the bank drive-thru operational, the alley will change from southbound traffic movement to northbound traffic movement on the north end. This will also require the removal of three parking spaces along the southbound side of 1st Avenue NW immediately west of the alley to allow for safe sight distance for exiting traffic. The City owns both sides of the portion of the alley to be closed, thus all property will revert to the City. Bollards will be installed at the new dead end of the alley in order to prevent vehicle traffic but will allow pedestrian traffic. Staff request Council's consideration in closing the southern portion of the alley beside Community One Bank for the Friends of Hickory Park.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on December 18, 2015; December 25, 2015, January 1, 2016 and January 8, 2016.

B. Departmental Reports:

1. Approval of Grant/Construction Easement Agreement for the Friends of Hickory Downtown Park Project. **(Exhibit XI.B.1.)**

Friends of Hickory is a local nonprofit organization dedicated to improving the City of Hickory through certain project, including projects related to the recreational offerings of the City. Approximately a year and a half ago, Friends of Hickory approached the City with a proposal to enhance and improve the City's parks and recreation facilities by developing and constructing a new park in downtown Hickory through a public/private partnership with the City. The site for the proposed park is located along Main Avenue NW and currently is being utilized by the City for parking. The agreement formalizes the public/private partnership between the Friends of Hickory and the City by outlining the roles and responsibilities of the parties in writing. Friends of Hickory, the project developer, will fund the entire project. Friends of Hickory will maintain appropriate liability insurance and have payment and performance bonds in place to guarantee completion of project. The City will participate in the project by relocating certain infrastructure on the site and by closing a portion of a street abutting the project. When the project is completed and has received final inspections and approval, the equipment and other features located on the site will become the City's property. In addition, the agreement will give the Friends of Hickory naming rights opportunities for the project. Staff recommends Council enter into the Grant/Construction Easement Agreement with Friends of Hickory to construct a new park in downtown Hickory.

2. Hickory Public Housing Authority
3. Appointments to Boards and Commissions

BOND IMPLEMENTATION COMMISSION

Members appointed on 2/3/2015 to one year terms, per Ordinance 15-01, are eligible to be reappointed to one additional 3 year term (Terms Expiring 2/1/2019)

Ward 2 (Alderman Tarlton Appoints)	Gayle Schwarz Resigned (3 year term expires 2/2/2018)
Ward 2 (Alderman Tarlton Appoints)	Jennifer Clark expires 2/2/2016

Alderman Tarlton to nominate Kay Schmucker to the Bond Implementation Commission to fulfill the unexpired term of Gayle Schwarz

Alderman Tarlton to reappoint Jennifer Clark to the Bond Implementation Commission

Ward 3 (Alderman Seaver Appoints)	Anthony Laxton expires 2/2/2016
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Alderman Seaver to reappoint Anthony Laxton to the Bond Implementation Commission

Ex Officio Representatives:

Per Ordinance 15-01 representatives appointed by the boards, commissions, and the Chamber shall serve for a term of one year and may be reappointed for up to two additional one year terms with the exception of the Youth Council representative. (Terms Expiring 2/1/2017)

Business Development Committee

Dana Chambers

Hickory International Council	Pending
Hickory Regional Planning Commission	Shauna O'Brien
Library Advisory Board	Pending
Recycling Advisory Board	Pending
University City Commission	Pending

COMMUNITY RELATIONS COUNCIL

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

HICKORY REGIONAL PLANNING COMMISSION

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

INTERNATIONAL COUNCIL

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

PARKS AND RECREATION COMMISSION

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

PUBLIC ART COMMISSION

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

RECYCLING ADVISORY BOARD

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

YOUTH COUNCIL

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

Hickory Career Arts Magnet 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
- 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**

A Regular Meeting of the City Council of the City of Hickory was held in the Council Chamber of the Municipal Building on Tuesday, January 5, 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		Jill Patton

A quorum was present.

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

- I. Mayor Wright called the meeting to order. All Council members were present with Alderman Tarlton arriving at 7:20 p.m.
- II. Invocation by Rev. Wil Posey, Associate Pastor, First United Methodist Church
- III. Pledge of Allegiance
- IV. Special Presentations
- V. Persons Requesting to Be Heard

Mayor Wright stated that there were a lot of people that had signed up to speak. He commented that there were a lot of different constituencies' in attendance with a lot of different viewpoints. He asked for the audience to be polite for the people speaking and no cheering or jeering. He stated that Council wanted everyone that wanted to be heard, to be heard. He advised citizens that it was not too late to signup if they wanted to be heard. Mayor Wright commented that in attendance was some energized people with very strong opinions about the subjects that would be discussed. Mayor Wright advised that there was a process, and Council would be going through that process during the meeting and probably in weeks to come. Council would be listening to what the citizens had to say and would value the input. Mayor Wright explained the process for persons requesting to speak, and the suggested speaking time of three minutes. He advised that the Clerk would call the three minute time. No one would leave the meeting without the opportunity to say what was on their mind.

- A. Mr. Larry Pope, addressed City Council. He advised that he was a resident of the City and had been all of his life. He receives his mail at P.O. Box 3971, Hickory, NC 28603. He had previous spoken to the Mayor and City Council, several times in the past, about his concerns with Hickory Public Housing Authority. He made some phone calls last week and found that Mr. Crone could not meet with him without another member of City Council being present. He called Mr. Berry, and Mr. Berry returned his call and asked him what his concerns were. He went into detail with Mr. Berry during the phone conversation about his concern. His concern was that on the 23rd of December at 7:00 a.m. Hickory Public Housing Authority's Executive Director and Board members met at Sunny Valley and immediately went into executive session to discuss personnel matters. He advised that citizens in the City talk to him on a regular basis about concerns. He received a phone call after the executive board meeting telling him that Ms. Richardson had requested the board buy her contract, which she had approximately four years left on the last contract that she signed. They agreed to pay her \$25,000 a month for ten months and she also asked for one year of medical leave to be paid for in full so she would have medical coverage during that year. He knew that HUD had set down some rules for the Board and the Executive Director to follow. Those rules were: no checks, no expenditures could be made without first getting the approval of HUD. The Board made that decision and he later found out that City Council, nor the City Manager or Attorney was notified by the Board that meeting was taking place, because they knew that someone from City Council had volunteered to be at every one of their meetings. He commented that he knows

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that they did it at that time in the morning so that no one could be present and they knew that folks from the community would not be out and about that time in the morning. They met and made decisions. He personally was of the opinion that it was illegal. He said to the Mayor and City Council that they once again thought that they could do whatever they wanted to do and there would be no repercussions for the actions that they took secretly without notifying first the City of Hickory. He had asked, in the past, what is the purpose of Unifour Capital Ventures, which they have chosen to go under instead of Hickory Public Housing Authority? They as a Board decided that they would appoint their own Board members. They would do whatever they wanted to do without the City's permission and the City knowing about it. As far as he is concerned, it is time, it is past time to get rid of that Board in its entirety and the Executive Director of Hickory Public Housing Authority. He knows that City Council, as a Board, has the right to do that. He personally encouraged Council to take those steps and turn it over to an agency that would be better suited to handle the needs of the residents who live in Hickory Public Housing Authority, and get rid of the problems that the City has experienced from the current Board and Executive Director. He thanked Council.

- B. Ms. Jelissa Stinson, 2940 12th Avenue SE, Hickory, commented that Alanda should not be the topic of discussion. She did not like the way she was treated. They are talking about moving, and this changing, and putting it over to a different agency. She asked if Council was thinking about their children. She had heard that it was going to be flat rate. She asked again if Council was thinking about their children and the ones that are going to be able to afford this. She commented that their children would be going to different schools. She asked if Council was thinking about how it would change their lives, instead of thinking about whatever is going on. She commented that it is a big mess and there are people that are worried and scared not knowing what is going to happen. She didn't feel that Council was thinking about how it was going to change them, and how it was going to affect their lives too. She stated that was her opinion. She commented that Alanda is not even in this, and Alanda shouldn't even be the topic of discussion right now. From her understanding she's not even in this right now. She asked for Council to not think about themselves but think about the citizens and how it was going to affect their lives too, and black life's and everybody else that matters.

Mayor Wright advised that Council would not be addressing questions as they arise during this part of the meeting. During the discussion of the Hickory Housing Authority they would address most of the issues that would be raised. He believed strongly that Council's sole driving objective was what is in the best interest of the residents today and tomorrow of public housing in Hickory.

- C. Ms. Melissa Surratt, 2830 12th Avenue SE, 7B, Hickory, advised Council that she had been in public housing for 12 years. She wanted to know what is going on, and what is going to happen with them. She is employed and had been employed. She reiterated that she just wanted to know what was going to happen and what is going on.

Mayor Wright advised that Council would be discussing that at some length.

- D. Ms. Donna Ballinger, commented that she was the poster girl for Community Ridge Daycare Center which she had run for 60 years. Community Ridge Daycare Center recently had a board meeting and all they talked about was Alanda Jackson. She does not know Alanda Jackson. She commented that Alanda Jackson had caused a tremendous amount of problems other than the Housing Authority. The only five-star daycare center is in terrible financial difficulties. The girls that had children in the daycare center, some are pregnant again, and they asked them if they were going to put the new babies in. They told them no, because they get food stamps, and aid for dependent children rent. She asked where they got rent. Nobody had ever gotten rent for having a baby out of wedlock. She advised that they are in serious financial condition. She went to the Daycare Board. They are the only five-star center in the area, which means they have teachers who have advanced education. They currently only have 17 children, but room for 99. They are about to go belly-up. She commented that it is the finest daycare center and her grandson had

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attended there. You could spot a Community Ridge child, they were that well trained and well taken care of. They are feed, they are loved and they had speech therapy. This housing thing has progressed beyond just the housing. She commented that they are talking about things to her that she did not want to hear. It is a dirty deal that is going on all over the place. She commented that she did not know this women, and could not talk against here, but somebody has let this go on. The Housing Authority is \$600,000 in debt to HUD. You cannot use government money to pay it back. She didn't know where they would get the money, perhaps from the rents. She asked if anyone knew where they could find \$600,000, with or without the Housing Authority. She commented that it an extremely high debt that this person, and Council let it happen. She asked the Mayor if he knew.

Mayor Wright commented that he did not let it happen but he knew about it.

Ms. Ballenger reiterated that \$600,000, with or without this women, HUD is expecting it from us. How? She did not know. Council better start not sleeping at night worrying about it. The government can spend it but they can't raise it. She doesn't like what is going on because of the nursery. If you lose your only five-star nursery, sorry about that, it is the only one in the State. She encouraged citizens to go to Community Ridge and see how clean, beautiful and wonderful it is. She had financed it herself for the month of December out of her own grocery money, which ran very high. She might could keep it up another month or two. She commented that she would appreciate it if Council could work something out, but she did not know what they were going to work out. This women has been given raises, she makes \$100,000 plus a month. She had done nothing but run it down, down, down. HUD has come three times and said it was mismanaged. She was embarrassed for Hickory.

- E. Dr. Glenn Pinckney, decided to write his comments out because he was so bothered by what he learned today and he didn't want to get off track. He addressed the august Board to express his disdain for the allegations that he read addressed to Michael Williams of HUD. He read the entire 16 page letter. He clarified that he is black. He had been black for a longtime. He commented that he was very tired of people using the race card as intimidation. Unfortunately, no race does this more often than his own people. Of course they do this to create an element of fear and intimidation against white people. It is also unfortunate that many times that they do this, that you all, white people, allow it to work. Not because their cause is just, not because their cause is righteous but simply because you could capitulate rather than stand for what is right. A lack of fortitude for righteousness is almost becoming an epidemic across many aspects of our society, from the church to our politicians. He reiterated that he had read the entire 16 page report and he was so very disappointed that allegations were made against Council and the white business owners in this community. He said let me be clear, when a group of us are overwhelmed with the atrocities that we experienced and saw at Hickory Public Housing, they felt they needed to get together and alert somebody. He supposed that the catalyst that propelled this was their frustration and an act of God. He explained that he happened to be at a coffee shop one day to handle some administrative paperwork. There he met a person that he later found was a current employee of Hickory Public Housing Authority. As they talked she explained the fears and frustrations that she was experiencing at Hickory Public Housing Authority from Mr. Rector. Fear of her job, fear of her future, fear of her career. Subsequently a group of them met and began to share the atrocities that they all experienced. This was not hearsay. To his recollection the majority of the group that was frustrated in this particular gathering were black people. Yet we nor the other people interacting with them ever discussed this issue based on race as a factor regarding their concerns. Their concerns were the way the residents and staff were being continuously maligned. His specific concern, (he reminded everyone that it is was black), was the refusal of the director to fund GED, and phlebotomy request that he made as a Director of the ROSS program for adults that wanted to improve their lives. It was denied. But then when Lenoir-Rhyne said that they wanted some of their kids to come to their basketball camp that according to the Director, speaking directly to him, was to be funded regardless of cost. You have adults that want to improve themselves, but they couldn't fund that. You have children that want to go bounce a ball, and we can pay for that no

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matter what the cost is. He became frustrated in how he saw the staff being treated, as well as how impossible it was to truly help the adults in the Hickory Housing Public Authority community that wanted to improve their lot in life. Being frustrated because one person, Alanda Jackson or Richardson, controlled everything. Even though his program was charged with self-sufficiency of adults they could not exercise any effort to bring themselves into self-sufficiency. They could not go to CVCC to take a GED course. They could not go to CVCC to take a phlebotomy course. This was not hearsay. This was a part of his program, that was a part of his request and this was her denial to his request. He became frustrated on how he saw the staff being treated. Staff members afraid to talk, afraid to even be seen by her. He didn't work at that particular office, the office downtown, he worked out at the other center. He saw the repercussions and he saw the reactions, and he heard the comments that staff members made. People quitting because they could no longer stand the intimidation and the way that she talked to them. He developed a course while at the Housing Authority that was very effective. The residents enjoyed it. Some Council members attended a graduation ceremony that he had at CVCC for those that completed that course. When he told them he was leaving, some of them cried. One individual with dreadlocks told him that the course opened his eyes to the value of changing his life. He left because he didn't feel the resident's best interest was a concern of hers, nor the entire Board of Commissioners. He wanted to ensure everyone that no one that he had met in this entire effort, about reporting this to HUD and others, ever mentioned race as a factor for being involved. He reiterated that he had been black for a longtime. He asked if they thought that he would conspire to work against his own people. Who would he be helping? His frustration was that there were people there that really wanted to change their lives and they were stymied and stopped on every hand by Alanda Jackson, and the Board did nothing to prevent it. Hickory Public Housing needs a dramatic change. People couldn't even get windows and doors fixed. He was very, very upset and made no bones about that. He is sick and tired of black people using race to justify their ineptness and inadequacies. The people engage in this effort, signed that letter that was sent to HUD, none of those people ever mentioned race as a factor. He wanted Council to know that. He wanted Council to stand for righteousness, because there is going to come a day of reckoning and God is going to judge every single one of us. And these poor people that live there, that want to improve their lives but are being held back deliberately. How do you stand before God and say well I was going to help, but I didn't want to be called a racist. Council needs to stand up for what is right. He employed Council and thanked them for their time.

- F. Attorney Dean Amos advised Council that he was the Attorney for the City of Hickory Public Housing Authority and had been so for approximately more than 20 years. He had worked with many different Board members and the current Executive Director was the third Executive Director that he had worked with. He thanked Attorney Dawn Hexemer who was in attendance, she had assisted him with some of the issues that had arisen over the last year. He was not asked by his Board to speak, but he felt compelled to speak on behalf of the Board and as a citizen that lives in Hickory, and has since 1987. He addressed Mr. Pope's comments. There was an early morning meeting because it was the week of Christmas and about the only time that they could meet. There was an executive session to discuss personnel, specifically the Executive Director. Unfortunately, the meeting was not a matter of public record at this time so he was not at liberty to address it at this time. Mr. Pope's facts were not even close to being accurate. He commended Mayor Wright for appointing, what he considered a competent Board who unselfishly volunteers their time to serve. This Board doesn't get paid. The Board members that he works with at the Hickory Housing Authority take their oaths very seriously. They have had a few tough years. Their hearts and their souls are passionate about providing safe, sanitary and decent housing for the poorest citizens that live in the City. Their job is difficult and it has been extremely difficult with all of the media and the publicity that has occurred in the recent past. Most of them had heard about RAD which is a Rental Assistance Demonstration program that HUD has been promoting over the last few years, and it could potentially provide positive future changes in the lives of our residents and for the City of Hickory. The Board members and Mr. Amos had spent hours, gone to seminars and learned about RAD and how it might hopefully positively impact our community and our poorest citizens. Most, if not all of Council, were invited by the Executive Director and the Housing

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Authority to a luncheon at Moretz Mills on October 15th, which was to help educate the stakeholders about RAD. To his knowledge not a single City Council member, the Manger or the Mayor attended that luncheon. He asked Council as they deliberate to decide the fate of the Public Housing Authority, he hoped that they would listen to all the voices that they had heard tonight. He wanted them to listen to the stakeholders in the City, and in particular the residents that this will impact. Specifically the Board that has been appointed by the Mayor is a good Board. They are zealous and educated voices. He asked Council to listen to those voices when they deliberate about the Housing Authorities future. He commented as the Attorney for many years, it was near and dear to his heart. What is near and dear to his heart is helping the poorest people in our City. That is what this is ultimately about. The Board wants to do that. He asked Council to please listen to what they say. They are an educated board, they know a lot, they know the facts. Listen to them if they talk to you. He thanked Council for their time.

- G. Dr. Sydney Myles advised that he was the Chairman of the Hickory Housing Authority. He commented that all of the things that have been directed, he took personally. He asked if all of Council had received an email from him.

Mayor Wright advised he did not.

Dr. Myles advised that he had not sent the email to the Mayor because he thought he was out of town. He apologized to the Mayor for not sending the email. He had sent emails to each Council member on New Year's Eve. He advised that enclosed in the emails were two things: one was a rebuttal to HUD, and the other attachment was a letter to Mike Williams. The Board had sat there listened to all of what was said, and he stated that it hurt. At the end of the day they don't get paid. They just want to do the best thing that they can for the citizens. He was given a petition of 184 signatures of all housing members, they have 304. He does not have an agenda. The Board never had an agenda. All they wanted to do is make sure, whatever Council decides, make sure they are thinking about the citizens of Hickory, North Carolina. They don't play politics. He had heard a lot about their Executive Director, she is tough. She runs ram-shot at times. They have done things to try and reel a lot of that back in. Sometimes in dealing with the job, that she has to deal with, she has to be tough. There are some things in play, which their attorney had mentioned, that they are not allowed to discuss at this particular point. Whatever decision is made at this particular time make sure it is for the citizens of Hickory. He thanked Council.

- H. Ms. Elaine Johnson, 2830 12th Avenue SE, E18, advised Council that she was a member of the Housing Authority. She had lived there for almost five years. Her concern was that there were 300 or more families of Housing Authority. Her understanding was the City wanted to do away with the Housing Authority. She asked what they were going to do with them. People that is in their 50's, disabled, people with children, where are you going to put them? She asked where they were supposed to go that were not able to work, that have worked and paid their taxes and did everything that they were supposed to do. Now that they are not able to work, what are you supposed to do with them? They can't pay straight based rent. They can't pay to fix somebody else's property. If they could pay straight based rent, or fix someone else's property, they could be in their own homes, fixing their own property. As far as Ms. Alanda Jackson, she is under a lot of stress. She commented that she had never put in a work order with Housing Authority and it never got fixed. It might have took some time because these apartments are old and they need fixing. They need a lot of work done to them. Her hands are tied. She can't do but so much. So yes, she gets arrogant at times, who doesn't, who wouldn't. She mentioned the five-star daycare and commented that her hat goes off to them, but she is 60 years old and she didn't need daycare. She advised that she is raising two children, one was 17 months and one was 6 months. She asked where she supposed to go with those two children. She asked if they were supposed to be put in tents, or on the street. She asked what they were supposed to do. That was her concern. She asked Council to think about that, and to think about what they are supposed to do. Because they have paid their taxes, they have worked. They can't just be displaced because they are poor.

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They are poor people, yes, but they are still human. She noticed that Council prayed to God, the God that she knows would not want to displace poor people. These are the ones they he looked to, that he went to and took care of. The rich have theirs, so they are not worried, but they are. Their future lies in the hands of Council. She thanked Council.

Mayor Wright assured Ms. Johnson, that the entire Council's primary concern was meeting the needs of the tenants and future tenants served by the Housing Authority. No one is going to be displaced.

- I. Mr. Blair Gomez, 98 3rd Avenue SE, Apt. 15, advised that he had lived in housing for the past four years. He commented that there were some times that housing may not adequately work as quickly for the tenants, but they do get the job done. He said that those in housing would like programs to better themselves, but it is hard to better themselves because when they go outside and there are very limited jobs in their neighborhoods. There is a lot of things that is a hindrance and part of it is just housing, but in their own neighborhoods, where are the jobs. Where are the things to better themselves so they can get up out of their poverty state? It isn't here. Council is trying to use the word "abolish housing", why not just rebuild housing. He stated that word "abolish" was really kind of like "wow", it really blew his mind. There are a lot of words that they could have used, but really abolish. That is to destroy. When you say destroy that means that you are trying to destroy homes. Take away from people that really don't have much of anything. What they want is a little bit more, if anything, that is what they want and is possible. If Council goes and changes housing make sure it benefits all of them, so they can better themselves so they don't have to live like that and be stagnant any longer.

- J. Mr. Raymond Houser, 821 1st Street SE, commented with the situation like public housing it has been said that they would not be kicked out. He commented that is only part of the problem. He referenced Mr. Pinckney's comments, they need programs to help the ones who want to get help so they can better themselves, and get out and help others. It is sort of sad, you are putting a Band-Aid on it if you are just leaving the housing. They have things in their homes that don't get fixed. But at the same time to be able to do better, you only have one path in life that you know. You can't do any better because you have to go down that one path. He commented that hopefully Council would be in favor of keeping the housing. He said that there is one thing that Council needs to consider, getting the people the tools they need so they can succeed, overcome and get out. He advised Council of a program for them to consider. He commented my people, he is human first, but one of the biggest things is their defiance when it comes to the law. The lack of respect when it comes to the law. At the same time a lot of his people need to know how to address authority when it comes down to it. Because a lot of times they have a hard enough job, they don't need to hear all of the yakety yak lip, they don't need to hear all of that. He commented that Council could setup a program for someone to learn the etiquette on how to talk to an officer. When he gets somebody that acts like they don't want to hear him, he gets frustrated too. Maybe these officers would feel like coming in and actually helping more than what they can. They do have a problem with authority. They are taught to keep their mouths shut. They are taught to turn around and hate the police. They are taught these things. You are only doing part of the problem. These programs need to be put in place. Education is the key. If you turn around and disband housing or keep the housing around, and you don't do anything about getting the education. He didn't know what happened to the funds. This is something that Council needs to look at and hopefully they will keep in mind to keep the housing.

Mayor Wright commented that the citizens had done well. There had been talk about a rift between HUD and the Housing Authority. You can see rifts in the community. Different feelings and very different viewpoints of the Housing Authority of where it had been and where it was going. He advised that things are done in a specific order and that Council would go through the agenda in order.

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Ms. Ballenger asked Mayor Wright if she could speak and advised that the Daycare Center was Social Services it is not high cost.

Mayor Wright commented that it is not the City's responsibility.

An unidentified citizen commented that she lives in the southeast section of Hickory, and that progress is being made across the tracks, but none across her tracks. She commented that they need some more block grant monies. She has noticed that the block grant money is going northwest and northeast, but not in her section, southeast. She requested that Council take some of the block grant money and put it in her area.

Mayor Wright commented that Council could have representatives from any section of the City and they would all say that the block grant money is going somewhere else. There is not a whole lot of it.

- K. Mr. David E. Roberts II, addressed Council. He commented that he was the Pastor of Morning Star First Baptist Church which is in the heart of where the communication is going on. He advised that a lot of folks come into his office and talk to him a lot. He was not born in Hickory, the Lord sent him to Hickory. When he came he was impressed with this thing "All-American City". In order to be an "All-American City" it means that every citizen in the City is important. All of the members and several people told him that he needed to be here. The Lord said son you need to be there. He was born in Asheville, NC in the projects. He was a product of the projects from the late 50's early 60's. In the projects he learned how to fight. How to stand his ground. He learned how to have friendships, commitment, dedication, and hard work. When he was six or seven he moved when his dad became a homeowner. He learned that you can go from an environment which had a lot of prostitution, drugs, alcoholism and gangs. Gangs where different then, they would just fist fight, they didn't shoot. They were real men, they weren't scared in hiding behind a gun. They fought straight up, man to man. He grew up in that environment and got some cuts from knife fights. He realized that if he applied himself, if he took an opportunity to take advantage of a few programs that they had, he could amount to something. He went to college, joined the United States Navy for 20 years serving his country. He had been in two masters programs. He was happily married, and his oldest son went to Chapel Hill and Wake Forest with a masters from Wake Forest. His youngest son graduated from Western Carolina University, all because he learned what it meant in the projects to be a hardworking American. Not everybody can live in a five bedroom house. Not everybody can drive a Jaguar, or a Mercedes, or a BMW, or a Chrysler 300. He commented that he was not saying those things to brag, he is saying that he came from the projects. But because somebody believed in him. Because somebody took time to work with him. Because somebody put some programs there that helped benefit him. He was able to come out of there. He commented that Council was in a precarious position just like he was being a Pastor. That was they have to look past all of the stuff and see humanity. He asked Council to go to God in prayer and make sure that the decision that they make is about the welfare and benefit of children. His oldest son was hired by Hickory Housing for a year. In that year he went to the graduation program where he was helping some of the residents get their GED, to learn to read, learn to budget and learn to finance. Every day, all day long they come to Morning Star needing help, rent, lights, and water. When they come they want to send them to a program to teach them how to manage their money. They want to help them out. At the end of the day, they are his brother and sisters. He was not talking about black, he was talking about humanity. We are all brothers and sisters in this thing. He commented that they work with the Police and he is proud of Hickory's Police. They work with Kappa Alpha Psi and the young men. They have block parties to come together to work together. Anytime that he calls them they come by. He commented that we have a beautiful thing going on here in Hickory, but we have some members that need to be considered. He advised that he was on the block grant that was mentioned and she is not lying, everything is earmarked for this side of the track. We have to look at what we are doing to help our fellow brothers and sisters have a quality of life. He has developed relationships with Council and believes that they do care. He

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commented that he would appeal to Council's hearts. When they make their decision he asked them to ask themselves, whether they are Christian or not, what would Jesus do.

Mayor Wright thanked the citizens for their input. He advised that Council would be discussing many, if not all of the things, which had been brought up at the appropriate time on the agenda.

VI. Approval of Minutes

A. Regular Meeting of December 15, 2015

Alderman Seaver moved, seconded by Alderwoman Patton that the Minutes of December 15, 2015 be approved. The motion carried unanimously.

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

B. Special Meeting of December 15, 2015

Alderman Zagaroli moved, seconded by Alderman Lail that the Minutes of the Special Meeting for December 15, 2015 be approved. The motion carried unanimously.

Mayor Wright announced that the motion was made by Alderman Zagaroli seconded by Alderman Lail 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.

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

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

A. Acceptance of the Bid and Award of the Contract with Brushy Mountain Builders, Inc. in the Amount of \$319,189 for the Lakeshore No. 1 Lift Station Replacement Project. (First Reading Vote: Unanimous)

B. Approval to Purchase Eight All-wheel Drive 2016 Ford Police Interceptor Utility Vehicles from Capital Ford of Raleigh in the Amount of \$213,472. (First Reading Vote: Unanimous)

C. Budget Ordinance Amendment Number 13. (First Reading Vote: Unanimous)

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

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

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

A. Approved on First Reading the 2015 Loan Agreement with the National Museum of the United States Air Force.

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The City has taken part in the US Air Force's Static Display Program for many years whereby certain aircraft are on loan to the City for display by the Hickory Aviation Museum. In return, the Hickory Aviation Museum agrees to maintain and ensure the preservation of said aircraft in good condition while furnishing the Air Force with photos and for the aircraft to remain prepared for expedition and periodic inspection. The Hickory Regional Airport currently has on loan two aircraft that fall under this agreement, an F-105B and T-33A. There are no City budgetary requirements under this agreement. Staff recommends approval of the 2015 Loan Agreement.

- B. Approved on First Reading an Offer to Purchase of Two Properties Located Near the Intersection of 2nd Street NE and Falling Creek Road, PIN 3714-06-38-1685 and PIN 3714-06-38-2817.

Staff requests approval of an offer to purchase of two properties for the construction of a replacement bridge on Falling Creek Road. Both properties are owned by Patricia Annas Link and Walter Michael Annas and are located near the intersection of Falling Creek Road and 2nd Street NE in Hickory. These purchases are necessary for completion of the Falling Creek Road bridge replacement project. These properties will be rendered unbuildable and unusable by the construction of the project. The right way of way consultant recommends that the City purchase the two parcels for those reasons. The negotiated offer for the properties represents 13 percent and 20 percent above tax value for the lots. The purchases were negotiated for the value of \$12,500 each for a total of \$25,000 in exchange for the properties. These funds are 80:20 and 80 percent of this expenditure in the amount of \$20,000 will be reimbursed to the City by North Carolina Department of Transportation, leaving \$5,000 as the City's portion of the cost. Staff recommends approval of the purchase of the properties owned by Patricia Annas Link and Walter Michael Annas, located near the intersection of 2nd Street NE and Falling Creek Road and described as PIN 3714-06-38-1685 and PIN 3714-06-38-2817, respectively.

- C. Approved Special Events Activities Application for Hickory Crawdads Home Run Trot 5K, Julie Horan, Race Director, Fleet Feet Sports, LP Frans Stadium, 2500 Clement Blvd NW, May 14, 2016 6:30 a.m. to 10:00 a.m.
- D. Approved on First Reading a Community Appearance Grant for Non-residential Property Owned by the PWG Investments, LP Located at 1022 Main Avenue NW in the amount of \$987.50.

City Council created the Community Appearance Grant program in 1999 to provide economic incentives for property owners to improve the general appearance of properties located within the City's designated urban revitalization area. The Community Appearance Commission reviews applications for the grant program and forwards a recommendation of approval or denial to City Council. The grants are designed as a reimbursement grant in which the City of Hickory will match the applicant on a 50/50 basis. The maximum grant amount from the City of Hickory is \$5,000. The applicant, PWG Investments, LP, provided two bids for the installation of metal window coverings and an awning over the exterior doorway. Given the bids provided as part of the application packet, the request qualifies for a \$987.50 grant. On December 14, 2015 at their regular meeting, the Community Appearance Commission voted (9-0) to recommend funding of the requested grant in the amount of \$987.50.

- E. Called for a Public Hearing – For Consideration of Amending the 2014 Community Development Block Grant Annual Action Plan to Increase the Budget for Public Infrastructure Improvements. (Authorize Public Hearing for January 19, 2016)
- F. Approved the Submission of the 2016 Urgent Repair Program Application for Funding to the North Carolina Housing Finance Agency.

The City of Hickory Community Development Department, in complying with the North Carolina Housing Finance Agency's guidelines, has prepared an application for funding for the 2016 Urgent Repair Program. The application incorporates program requirements, applicant eligibility

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standards, and program capabilities. The City of Hickory will apply for \$75,000 through this program in order to assist approximately ten eligible homes with urgently needed repairs in an amount not to exceed \$8,000 per housing unit. The City of Hickory will provide \$5,000 in matching funds, available from Rental Rehabilitation Program income. NC Housing Finance Agency requires a \$50 application fee. Staff recommends approval of submission of the 2016 Urgent Repair Program Application for funding to the NC Housing Finance Agency.

- G. Approved on First Reading Budget Ordinance Amendment Number 14.

ORDINANCE NO. 16-01
BUDGET ORDINANCE AMENDMENT NO. 14

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

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

FUNCTIONAL AREA	INCREASE	DECREASE
Economic & Community Development	200	-
TOTAL	200	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous Revenue	200	-
TOTAL	200	-

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

- IX. Items Removed from Consent Agenda – None

- X. Informational Item

- XI. New Business:

- A. Public Hearings

- 1. Approved on First Reading Rezoning Petition 15-02 for Property Located at 3061 Short Road.

Gregory Whitley, agent for Cecil and Rachel Munday, has petitioned for the rezoning of 11.396 acres of property located at 3061 Short Road. The petition is to rezone the property from Catawba County R-20 Residential to City of Hickory Planned Development (PD). The subject property was annexed into the City of Hickory on October 31, 2015. Hickory Regional Planning Commission conducted a public hearing to consider this petition at their December 2, 2015 meeting, and voted 7-2 to recommend City Council's approval of the requested rezoning. Staff finds Rezoning Petition 15-02 to be consistent with the Hickory by Choice 2030 Comprehensive Plan, and recommends approval.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on December 25, 2015, and January 1, 2016.

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City Manager Mick Berry asked the City's Planning Manager Cal Overby to the podium to present Council with Rezoning Petition 15-02 for property located at 3061 Short Road.

Mr. Cal Overby presented a PowerPoint presentation. He advised Council that for their consideration was Rezoning Petition 15-02. The request was made by Gregory Whitley, agent for Cecil and Rachel Munday to rezone approximately 12 acres of property located at 3061 Short Road from Catawba County R-20 Residential to Planned Development. He reminded Council that this property was annexed into the City of Hickory effective October 31, 2015. The request was to rezone the property of planned development to facilitate the construction of an 80 unit multi-family apartment complex. The complex will consist of four buildings, three stories in height, as well as a clubhouse and playground area. The collective overall density, meaning dwellings per acre or residential units, was approximately 6.7 units per acre. He showed the Hickory by Choice 2030 Future Land Use Map. He pointed out the subject property, the regional commercial area, low-density residential, medium-density residential, industrial areas north of McDonald Parkway, Martin Marietta and Corning's Fiber facility, CVCC and the commercial area between Startown Road and Robinson Road which was Catawba Valley Boulevard and US 70. Hickory by Choice 2030 plan identified the area as regional commercial. A rezoning to General Business, or Regional Commercial C-3 would be consistent with the plan. Predominantly this district allows for retail, service and office type land uses. It also allows for multi-family. We have had a few apartment complexes, as of recent times, constructed in the commercial areas. A rezoning to general C-3 zoning would be consistent with the future plan. However in doing so you would run the risk of introducing some very intense land uses on this property whether it was commercial or retail or something of that nature, or the actual density, meaning dwelling per acre for apartments could be rather extreme on this piece of property. You could get a lot of units on this property by right by rezoning it to C-3. He advised that a conversation had taken place regarding this between Staff, the owners and the developers of the property and they felt that it was most pertinent to try and approach this in order to do a planned development in order to tie the property to the particular use, which is the desired use of the developer and better fits the area in general. Mr. Overby showed a 2014 aerial photo map. He pointed out the subject property, Fairbrook Medical Clinic, CVCC, an existing apartment complex called the Legends, formerly known as Forest Hills, which was located off of Catawba Valley Boulevard. He pointed out a large vacant lot in the area, a small mobile home park at the end of the road, some commercial development along Startown Road, and in an area on Catawba Valley Boulevard. He discussed the existing zoning of the property and advised the area was zoned as Office Institutional which was the community college, the medical clinic, and another piece that was annexed approximately four years ago. Most of the property in a commercial area is zoned C-3. He showed an area that was part of a larger planned development and spanned all the way to Robinson Road, which included several apartment complexes, the Target shopping center, the cinema and other properties in the area. He pointed out the area which was Hickory R-1 Residential, and Catawba County R-20 Residential. He showed an approximate layout of the property in question. He pointed out the three larger buildings, a clubhouse and playground and the associated parking area which went with the property. He showed the setbacks. If the property is approved, after plan review there will be some required buffering in areas adjacent to the residential properties. He showed another view of the area and pointed out the property across the street, and some driveway cuts. He showed an image of the elevation of the apartment complex. He referenced the apartments located at 29th and 127 and advised Council that would be an example of what these apartments would be like. A fairly common architectural style for these apartments, while the colors may vary the general layout is largely the same on these types of developments. The Planning Commission reviewed the application on December 2, 2015, and after conducting a public hearing they found the proposal to be consistent with the development plan and recommended approval by a vote of 7 to 2. This was done with several conditions being in planning and development. The

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first condition was that Council adopt the statement that it is consist with our plan. The plan development is guided by the items outlined on the master plan itself, that the development of the property is done in accordance with the master plan, and that there is also a southbound right turn lane installed on Startown Road at the intersection with Short Road. This item came up when Staff discussed this project with North Carolina Department of Transportation (NCDOT) during a predevelopment meeting. It came up that a right turn lane was needed for this project at that location. Staff recommended approval.

Alderman Guess asked what the future was of the right turn lane, and the time involved with that.

Mr. Overby advised that the lane would have to be installed before the Certificates of Occupancy would be issued for the apartment complex.

Alderman Guess confirmed that would be a prerequisite.

Mayor Wright questioned Mr. Overby about the Planning Commission's discussion, he asked what reservations were expressed about the property.

Mr. Overby advised that there were some reservations from the Commission regarding traffic concerns. At that point in time, they also discussed some pending transportation improvements that would happen within the next couple of years that would address some of the traffic issues in the area. He pointed out on a map, Robinwood Road, and the community college. He advised that this area would connect to Sweetwater Road. This project was budgeted for fiscal year 2016/2017. Department of Transportation (DOT) right of way acquisitions would occur in 2016, and construction in 2017. He pointed out the area where a signalized intersection would be located. It would come between Benco Steel and the small business center and meet up with the existing Sweetwater Road. He pointed out the entrance to Catawba Valley Community College (CVCC), and advised that the community college was currently in the stage of designing signalization change at Catawba Valley Boulevard. He advised that the existing driveway would be closed and shifted. He pointed out the area where it would come into the campus. The signal would be reworked and eliminate the location of the existing entrance at the intersection. Those two transportation improvements should happen within the next few years, and will greatly improve existing and proposed traffic conditions in the area.

Mayor Wright explained the rules for conducting the public hearing. He declared the public hearing open and introduced Mr. Jerry Whitener who had requested to speak in opposition to the proposal.

Mr. Jerry Whitener, 3157 Missy Street, Hickory, stated that the traffic getting in and out of Short Road takes him 10-15 minutes to make a right or left hand turn to get out. The college is part of it, but the biggest problem is the stoplight and the traffic from Catawba Valley Boulevard. They want to fly through there. They also fly up through there from Robinwood Road. He commented that it is hard to get out. With the housing development complex will create a lot more traffic, a lot more problems, and a lot more wrecks. When Krispy Kreme came in that location it created a little more. They made a right hand turn for that to turn in there. He advised that he was making a left hand turn at that location to go into Propst. I driver was coming towards him, the opposite way. It is a right hand turn there, no left hand turn. The driver went right over the median and made the left hand turn in front of him. What is to say when you make this right hand turn for the apartment complex that it will be the same thing there again? You need a stop light there. The CVCC road that is supposed to be moved to Catawba Valley Boulevard, it might happen in two years, it might take five years. The other road to relieve traffic to Sweetwater Road, they have been hearing about that for the last ten years, it hasn't happened yet. When he gets

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off work about ten to five, he sat there for 15 minutes trying to get into Short Road to go to his house. He commented that Markland Drive borders that property. He advised that road had been there for 74 years. He asked if that road was going to be closed off. He had a previous incident which caused him to put a private drive in because of a family member. He doesn't want that family member on that road, because he isn't anything but trouble. The reason he had put it in was because of him and to protect his family. He doesn't want him on that road. He would like to know if Markland Drive is going to be shut down. He advised that there were two other residents that live on that road too.

Mayor Wright introduced Mr. Gregory Whitley who had requested to speak in favor of the proposal.

Mr. Gregory Whitley, 131 S. Cool Spring Street, Fayetteville, NC addressed Mr. Whitener's concerns. He advised that they had discussed them at the Planning Commission hearing. They originally met with City Staff and Mr. Overby in March of 2015. They also met with DOT and the City traffic division, fire, and utilities, when this property was still in Catawba County to discuss the potential annexation, a voluntary contiguous analysis. A review was done, and the results of the analysis confirmed there was enough police protection and the fire department verified that they could adequately cover. DOT and the City traffic division came out and did inspections and initial analysis, and said that the way things are set up now would be sufficient. Unfortunately they can't put up a traffic signal that would be in the providence of NCDOT. Obviously if that is needed that would be put in down the road if DOT deemed it to be necessary. He commented as Mr. Overby noted, this property was annexed into the City. A zoning has been assigned to it. It is in a region where it could be classified as C-3 Commercial. However, they had voluntarily proposed to limit themselves to a planned development district because he thinks that it gives the City more control over what goes on of how the property is developed. It allows Council to approve the plan largely as it is presented. Subject to changes that are required by the City, but otherwise it allows the City to largely control the manner in which this property is developed. As Mr. Overby stated the use was consistent with the Hickory by Choice Comprehensive Land Use Plan, and it is a far less dense development than could be put there. Under a commercial zoning or even under a planned development zoning, they are considering 6.7 units per acre, where it could be up to 20. It is much less dense than it could be here. Another advantaged that was discussed with the Planning Commission was that on 70 there is commercial land use, you come to the college and you have Office and Institutional. There is a medical clinic on the corner of Short Road, then you get into residential and rural residential beyond that. The planned development provides a good buffer between commercial, office and institutional and the single family houses instead of having those butt up against a large college or a commercial use. He reiterated that it gives the City the best means of controlling the manner that the property is developed. The development and anything that goes on down the road are subject to regulations as required by the City. Buffers along the edge of the property. There is water and sewer available on Startown Road and the developer will be responsible to bring that to the corner of the property closest to Startown Road, and will be responsible for paying for that. He commented that as to Markland Drive, as long as it is not on this property, it obviously would not be closed or shut down. Anything they do would only address the property as you see it. If that drive is not on this property than they wouldn't do anything with it.

Mayor Wright asked Mr. Whitener if he would like to rebuttal.

Mr. Whitener did not wish to rebuttal.

Mayor Wright closed the public hearing.

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Alderman Lail commented that the traffic concerns are valid. Moving forward, not necessarily a part of the rezoning, but the City's traffic enforcement probably needs to go out there and survey that and reduce the speed of Startown Road, maybe even back to Robinwood Road. If you are coming north on Startown Road you are starting to hit more of an urban speed limit, 35 mph. Right now cars fly down that road. He confirmed that Mr. Whitener was correct. That is one thing that would help mitigate the traffic to slow down Startown Road through that section. If the signal is properly timed at Catawba Valley Boulevard it should help clear traffic to make a left out of Short Road onto Startown Road particular if traffic is not moving at 55 mph.

Alderman Lail moved, seconded by Alderman Seaver approval of the Rezoning Petition 15-02 for property located at 3061 Short Road. The motion carried unanimously.

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

Mayor Wright commented that traffic is always a concern, and he hears it from everyone. He didn't feel that the City of Hickory had traffic problems.

ORDINANCE NO. 16-02

AN ORDINANCE OF THE HICKORY CITY COUNCIL AMENDING THE HICKORY OFFICIAL ZONING ATLAS TO REZONE APPROXIMATELY 11.936 ACRES OF PROPERTY LOCATED AT 3061 SHORT ROAD FROM CATAWBA COUNTY R-20 RESIDENTIAL TO PLANNED DEVELOPMENT (PD).

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

WHEREAS, the City has been petitioned to rezone approximately 11.936 acres located at 3061 Short Road, more particularly described on Exhibit A attached hereto, to allow a Planned Development District; and

WHEREAS, the Hickory Regional Planning Commission considered the proposed rezoning during a public hearing on December 2, 2015 and forwarded a recommendation of approval to the City Council; and

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

WHEREAS, the City Council has found Petition 15-02 to be in conformance with the City's Land Development Plan and Zoning Ordinance,

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

SECTION 1. Findings of fact.

1. The subject property is located at the 3061 Short Road, and further identified as 3711-12-95-4256.
2. The rezoning request is intended to further implement the findings and recommendations of the Hickory by Choice 2030 Comprehensive Plan.

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3. The rezoning of the property is consistent with the Hickory by Choice 2030 Comprehensive Plan.

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

SECTION 3. Consistency Statement

Upon considering the matter, the Hickory City Council found:

The general area is predominately located in an area classified as Regional Commercial by the Hickory by Choice 2030 Comprehensive Plan. Additional a smaller portion of the southernmost portion of the vicinity is located in an area classified as Low-Density Residential 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 Comprehensive Plan classifies the majority of the area as Regional Commercial. The Regional Commercial future land use classification is explained to consist of commercial areas located along the I-40 / US 70 corridor, which provide goods and services to city residents as well as residents living in surrounding communities (HBC 2030, Page 3.10). Hickory by Choice 2030 goes on to list the C-3 district as being the implementing zone for this specific future land use classification (HBC 2030, Page 3.13).

The Hickory by Choice 2030 Comprehensive Plan classifies a smaller portion of the area Low Density Residential. The Low Density Residential classification is intended to provide as a transitional area between higher density residential areas and surrounding rural areas by offering residential development at an density of four (4) to six (6) dwelling units per acre (HBC 2030, Page 3.9)

The subject property could be rezoned to Regional Commercial (C-3) and be consistent with the findings and goals of the Hickory by Choice 2030 Comprehensive Plan. While permitting for non-residential development, the Regional Commercial (C-3) district also provides the opportunity for property to be used for multi-family residential purposes at a maximum density of twenty (20) dwelling units per acre.

While the rezoning of the property to Regional Commercial (C-3) could provide the opportunity for the type of development proposed, the Regional Commercial (C-3) district is a general use zoning district, which once approved could be developed for any use permitted within the district (i.e. commercial, office, service, residential, etc.). The use of the Planned Development (PD) option provides the owners and developers with the opportunity to develop the property in the manner in which they desire, while providing a much more certain picture of how the property will ultimately develop.

Based upon these findings, the Hickory City Council has found Rezoning Petition 15-01 to be consistent with the findings and recommendations of the Hickory by Choice 2030 Comprehensive Plan.

SECTION 4. Planned Development Conditions of Approval.

1. The development of the property shall be guided by the provided Planned Development Master Plan, and any other applicable standards that may relate to the development of the property.

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2. The owner / developer shall be required to provide for all water and sewer extensions necessary to serve the proposed development.
3. The owner / developer shall be required to provide for a southbound right turn lane on Startown Road at its intersection with Short Road.

SECTION 5. This Ordinance shall become effective upon adoption.

Mayor Wright recessed the meeting at approximately 8:19 p.m.

Mayor Wright reconvened the meeting at approximately 8:30 p.m.

B. Departmental Reports:

1. Approved the Request from Hickory Downtown Development Association to Amend Main Street Program Boundary.

The City has received a request from Hickory Downtown Development Association to expand the boundary used in the Main Street Program for Hickory to include the SALT Block area, Sally M. Fox Park/Ivey Arboretum, Transportation Insight and various residential lots in the same area. The NC Main Street Program requires reporting statistics of vacant space, jobs gained and lost, and a variety of other metrics each year. There is no impact on funding as the NC Main Street program does not provide funds to its member cities. The downtown is not in a municipal service district either, therefore the boundaries are simply illustrative of the downtown and do not affect the HDDA budget or private property owners. Several members like the SALT Block entities of the Hickory Art Museum, the Western Piedmont Symphony and others are already members of HDDA, and Transportation Insight is also a member with employee Josh Walker serving on the HDDA Board of Directors. Staff recommends approval of the expansion of the HDDA boundaries according to the attached map and emphasizes that no additional funding is required by HDDA to carry out its mission in this expanded area, and no additional City services are required as a result of this action.

City Manager Mick Berry asked Assistant City Manager Andrea Surratt to the podium to present Council with a request from Hickory Downtown Development Association to amend the Main Street Program Boundary.

Assistance City Manager Andrea Surratt presented a PowerPoint presentation to Council. She advised Council that the item for their consideration was a request from Hickory Downtown Development Association. They had been considering the possibility of changing their boundary. She pointed out the defined boundary which was 4th Street, 2nd Avenue, 3rd Avenue, and 127. That boundary was defined a number of years ago when the Main Street Program was developed. She advised that it is just a boundary that defines the program that the State participates with the City in. It does not have a monetary value or a zoning designation. It is just a boundary that follows the program. The request that the Board of Directors from Downtown Development Association (DDA) was asking for Council's consideration was that they would expand that boundary to include three main areas. She pointed out Transportation Insight; Ivey Arboretum, Carolina Park, Sally M. Fox Park; the SALT Block, and a number of residential units in between. Those areas are being considered to be a part of the downtown district mainly for the purposes of being able to report accurately the number of jobs maintained in the district as well as some other statistics that are required reporting for DDA every year back to the Main Street Program. She advised that the Executive Director Connie Kincaid could provide more detail. Moving the jobs from the downtown location where Transportation Insight did

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formerly locate over to the Lyerly Mill building, it looks like we have lost all of these jobs in the downtown. It is not really true. They decided to think about this in a positive way. Are there some opportunities to expand? They have been getting favorable input from Transportation Insight, and from the SALT Block, both of which are members. They would like to consider expansion of the boundaries. She referenced a letter, a map, and the statistics to support that in Council's agenda packet. She advised that the primus goes back to their 2015 annual report and the vision statement that talks about connecting the SALT Block with the downtown in particular. She advised that Executive Director Connie Kincaid was present for questions.

Mayor Wright asked if there was any opposition.

Ms. Surratt asked Ms. Connie Kincaid to the podium to answer questions.

Executive Director of Hickory Downtown Development Connie Kincaid advised that there was a lot of discussion, no real opposition. A few concerns about the Main Street Program being a one person staff. The Board, as well as the membership, had a big concern that it might put a larger work load on the staff. It would, but she did not think that it was anything that they are not already doing. They are just doing things on the other side of the invisible boundary at this point. By expanding the eastern boundary, they will be incorporating that area in which they are already working.

Alderman Lail asked if there was discussion about extending it further south so it lines up the existing boundary along 1st Avenue SE.

Ms. Kincaid confirmed there was. It was Transportation Insight that was looking to be incorporated in the Main Street area. It is Hickory Downtown Developments Main Street, but it is really the City of Hickory's Main Street Program. Their non-profit organization simply administers their approach to revitalization.

Alderman Lail asked if they had talked about bringing it in.

Ms. Kincaid advised they did and they decided to stop it at 2nd Avenue.

Alderman Zagaroli questioned the advantage of being in the district.

Ms. Kincaid stated that the advantage is that you get to be officially a part of downtown.

Alderman Zagaroli asked about monthly dues.

Ms. Kincaid advised that was optional. There is a newsletter that goes out if they choose to be involved in that.

City Manager Mick Berry asked if this gave them an opportunity to serve on the board.

Ms. Kincaid advised that it gives them an opportunity to serve and to represent their particular area. They already have folks from the SALT Block that work very closely with them both through the Arts Council, the Symphony, the Science Center, and the Art Museum. They work very closely with them and they enjoy that connection. They would just like to make it a bit more official from the State's Department of Commerce's standpoint.

Alderman Guess questioned if this is approved, the folks that will be included in the future, there is nothing mandatory that changes from what they have now unless they want to participate.

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Ms. Kincaid confirmed that was correct. They do not have a municipal service district, so there is no tax that would be incurred on any of the property or business owners in that area.

Alderwoman Patton commented that they were already participating before then. It is just the shift.

Ms. Kincaid advised that an employee from Transportation Insight already serves on their Board of Directors. He just went over the invisible boundary. They would like to hold on to them because they have done a phenomenal job at the Lyerly Mill site. It is truly what Main Street is all about. The whole purpose of Main Street is to stimulate economic development within the context of historic preservation. That is what Hickory Downtown Development strives to do as well.

Alderman Zagaroli commented the pride in being part of the district.

Mayor Wright moved, seconded by Alderman Zagaroli expansion of the Main Street Program Boundary. The motion carried unanimously.

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

2. Hickory Public Housing Authority

City Manager Mick Berry asked Deputy City Attorney Arnita Dula to the podium. He advised that Ms. Dula would discuss the General Statute that governs the relationship between the City of Hickory and the Hickory Public Housing Authority. She would give the background of that. That Statute also stipulates the options that the City has in terms of how to deliver those services. He advised after Ms. Dula's presentation that he would give an overview of things that had taken place previously since 2012. He would highlight the various meetings and conversations that had taken place.

Deputy City Attorney Dula presented a brief overview of the some of the Statutes related to Public Housing, and outlined some of the options for Council's consideration. She advised Public Housing was governed by Chapter 157 of the North Carolina General Statutes (NCGS). That Chapter is entitled Housing Authorities and Projects. The Hickory Public Housing Authority was created by a Resolution adopted on June 21, 1966 by the City Council at that time. At that time the first Board of Commissioners was appointed by the Mayor, and that Board consisted of five members. A maximum of nine Commissioners could have been appointed at the time. The first Board had staggered terms. On June 24, 1966, pursuant to Chapter 157, the Hickory Public Housing Authority incorporated as a public body, and a body corporate in politic. Meaning in accordance with Statutes the Public Housing Authority has various powers. In June 5, 1984, City Council expanded the five member Board to seven members, via an adoption of a Resolution. The Mayor at the time appointed two additional Commissioners one of whom was a tenant as required by law. After the staggered terms of the initial Board ended, Board members were appointed for five year terms, there are no term limits designated in the Statute. In other words a person could serve multiple five year terms. Pursuant to this same chapter the size of the Board currently is a minimum of five members, and a maximum of eleven members. Council may by Resolution, at any time, increase or decrease the size of the Board within these prescribed limits. The Mayor appoints the Board of Commissioner members, one of whom must be a public housing tenant, and no Commissioner can be a City official. In relationship to the appointment of the Commissioners, the Statute also permits the Mayor to remove a Commissioner for inefficiency, or neglect of duty, or

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misconduct in office, but only after that Commissioner has been given a copy of the charges against him or her, at least ten days prior to a hearing. The Commissioner who has been charged has an opportunity to be heard in person at that hearing or to be represented by Counsel. As had been stated in previous meetings the City of Hickory does not fund the Hickory Public Housing Authority.

Ms. Dula discussed options that Council could consider as far as the City Council's role was related to the Hickory Public Housing Authority. Council could take no action. The Hickory Public Housing Authority would continue to operate with its existing Board. Or pursuant to Statute, Council by Resolution or Ordinance, could by Resolution increase or decrease the size of the Board of Commissioners within the prescribed limits, five being the minimum number and eleven being the maximum number of members. A third option as pursuant to Statute, City Council could by Resolution move to abolish the Hickory Public Housing Authority. She advised that this Statute does not state, nor is it to be interpreted as abolishing public housing in the City. The Statute permits Council to abolish the Housing Authority, which is an entity that operates public housing programs within the City of Hickory. Upon abolishing, by Resolution, the Hickory Public Housing Authority Council could either take on the responsibility of operating the Housing Authority within the City. They could designate that authority to an actual existing City Department or create a new City Department to operate the housing program. Council could designate or transfer the operation of the housing program to another appropriate entity. She advised that was the options that were permitted by Statute regarding Council's role with the Hickory Public Housing Authority. She advised Council that she would be glad to answer any questions.

City Manager Mick Berry discussed a timeline that Council had been looking at for the last few years. Issues from the Housing Authority had hit the City's radar screen in 2012, as had been documented in letters from HUD and the media. He articulated the various things that the City had done both at Staff and elected official level in relationship to communication and discussion of the issues. He advised in April of 2013, in a City Council meeting, the Mayor discussed the concerns that the City had about the fact the HUD was requiring funds to be repaid. On August 5, 2014, Hickory Public Housing Authority came to the City and requested the City submit a Choice Neighborhoods Planning Grant, which the City subsequently did. It is a very competitive grant process that allows the community to plan how the RAD funds would be spent, in effect preplanned on how that would move forward. It is a very aggressive national program, we were not selected in that cycle. On August 27, 2014, there was a Special City Council Meeting held with the Hickory Public Housing Authority Board, Mr. Beatty of the Beatty Group Consulting did a presentation on the past, the present and the future of public housing. That presentation brought everyone up to speed on the concepts and philosophies that HUD is implementing with housing going forward. He summarized that as the Federal Government, through HUD's desire, as was understood from Mr. Beatty and some Staff research, was to change the way housing has been administered in the past. Hickory is not unusual, in that all over the country, the housing that was built in the 60's and 70's is beyond its useful life. The Federal Government knew that they were going to need to do some things differently. They wanted to implement a number of programs that will enable communities to control their own destiny in some regards, and refurbish existing housing, or through various financial instruments have the ability to change the way the housing is done. No longer concentrating public housing was one of the initiatives that was part of that umbrella. He clarified that Hickory City Staff are not experts in public housing. It is a very specific Federal program that City Staff has never played a big role in. They had been trying to get up to speed on it as well as City Council. On May 19, 2015, citizens came to the City Council meeting and spoke against the Public Housing Authority's purchase of property on 4th Street SW. That same group also came on August 4, 2015 and also spoke against it. From the minutes of those two meetings Mr. Berry summarized, there was never any action taken by City Council, and none was needed as the property that Hickory Public

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Housing Authority had under option was zoned for that type of use. In review of the minutes he categorized the discussion as being that City Council was seeking to understand the direction that the Housing Authority was going. They had this broad general conversation with the Beatty Group, now they were looking at how the Public Housing Authority was actually implementing that. In terms of the citizen's concerns regarding the 4th Street SW property, he quoted Alderman Lail's comments from the minutes of the May 19th meeting, "they can put that building right there without going through City Council". He wanted to make sure that everybody was clear, and that they had communicated publicly that the Housing Authority had no obligation to come to the City for rezoning for that property. They tried to make that as clear as they could to the residents that were present. There was never any action needed by City Council, and never any action taken by City Council on that property. Moving forward there were several conversations and discussion which had taken place between the Mayor and the Housing Authority Board Chair and Executive Director. He advised that he also had conversations with the Executive Director. On September 9, 2015, the Mayor, the City Attorney and he met with the Housing Authority Board Chair, Attorney and Executive Director. On September 16, 2015 the Mayor called a public Special Meeting of City Council. Hickory Public Housing Authority Board and Executive Director attended to openly discuss the issues and the allegations. On October 15, the Mayor, two City Council members and he, a Housing Authority Board Member, the consultants of the Housing Authority, and three Housing Authority Staff met with Michael Williams, the State Director of HUD and various HUD Staff and discussed the issues and allegations and gaged HUD's level of concern with the Hickory Public Housing Authority management and governance. On October 15, at that same meeting, HUD Director Michael Williams issued a letter stating that his staff would be reviewing the Housing Authority's performance the following week. That took place on October 20th and 21st. On December 3, 2015 the City received HUD's findings from that site visit. He advised that was a sense of where the City has been through the last couple of years. He felt that it was important to summarize all of that because it had taken place over the course of three years. One of the messages here is for the community to recognize that the City has been paying attention and has been engaged. There has been a lot of conversation with the Housing Authority about the various issues and about the future. Mr. Berry advised that he would be happy to answer any questions.

Mayor Wright discussed things that had been said during the public comment period under "Persons Requesting to Be Heard". Regarding the Executive Committee meeting, there was no requirement that the Housing Authority notify Council of its meetings. Council is entitled to the same rules of notification that the general public are. He was concerned, and he hopes that they had allayed the fears that somehow Council was talking about abolishing public housing, or dividing people, or and moving people away from their friends and sending them to different schools. That was expressed but nobody had ever considered that at all. He didn't see the connection between the daycare center, which is outstanding and it is a very heartwarming thing to go to the daycare center and understand the love and competency going into the care of those kids. It was said that none of them attended the RAD presentation. They talked about attending, but he felt that he understood the issues, but he could always understand them better. That was a particular time that the rift in the community was becoming visible. Council was trying to be very careful to show up at public meetings and be informed, but for any of the constituent groups, he was personally concerned about looking like he was involved in taking sides in any way with any issue.

Mr. Berry clarified that there were four high level City Staff in attendance at that meeting. They were aware of it and did participate and attended.

Mayor Wright compared it to the Bond Commission. They have stayed away from that, and it is very important to the City. The citizens are working that out with the Bond

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Commission and Council is letting them do so. Although ultimately Council stands fully accountable for the money. Some other things had been expressed about programs that are really Social Services programs, or would be, or Federal or State programs. He thought that the group in attendance understood that the different levels of government are charged with differing responsibilities. The City of Hickory is charged with water, sewer, fire, police, and have taken on libraries and parks, which the City is not charged with but have taken those on. The City is not responsible for education and Social Services. Although some cities across the country delve into those things, the City has taken the more prudent step and stayed out of those things. He commented that the County, the State, and the Federal Government, they leave it up to them, they are the experts and they know what they are doing. He asked Council for questions or comments.

Alderwoman Patton commented that in listening to some of the comments that had been made, there seems to be a concern over Council abolishing public housing, and that was not what Council was talking about. It was actually looking at changing the administration of public housing which would benefit the folks of public housing to align what Council understood in 2014, and was discussed at other meetings. She understood, from the 2014 meeting, that HUD wanted cities to move towards consolidation, to get rid of public housing as they knew it, which went with a voucher system so the public housing residents could vote with their feet. If they didn't like where they lived, they could move to any county around. If they didn't like the school district that the kids were in they could go find an apartment with that voucher and they have that same freedom that anybody else had to live wherever they wanted. It gave them some empowerment to decide where they lived, and where their kids went to school. It was a freedom. It was for the benefit of the residents. That was her understanding of the way HUD was moving. Some of the issues of wanting to put a housing unit on 4th Street, in her view, was that went contrary to what she thought HUD was really looking for in the future of public housing. That had been her concern. She wanted to be sure that the City of Hickory was moving with alignment with HUD's vision for the future. She wanted to be sure that Council was doing what HUD was wanting for the future. She felt that they had the idea for the disbursement of public housing was a benefit.

Mayor Wright commented about the quality of the Board of Directors. He felt very good about that Board. They are leading citizens. At this point, we have for whatever circumstances, we have a rift between HUD and the Housing Authority. We have a rift between the various community segments and the Housing Authority. Various community segments with each other. Maybe, frankly, the events of the last few days, maybe they are developing a rift between the Housing Authority and the City. It is too many rifts to conduct the people's business in a manner beneficial to the tenants and residents in his opinion.

Alderman Guess questioned the \$580,000, or whatever the exact figure was. Based on whatever decisions or the options that Council has available to them, how does that impact the repayment of that money. He wasn't sure who to address that question to. He commented if you look at the options that are available, where does the repayment of the money based on each option, does that change. He wasn't sure that he understood that completely.

Mayor Wright commented if Council takes no action, or if they merely increase or decrease the size of the Board, he didn't see any reason, based on his discussions or Council's discussions with the representatives of HUD, that they would consider suspending or expending those payments. Without saying that they will suspend or extend them, he thinks that if Council takes a more dramatic step that there is a better chance to ask that they consider extending or suspending. We certainly have a chance to do that, and some chance that they possibly would consider that.

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Alderman Guess clarified who was responsible for paying that refund.

City Attorney John Crone advised that if you transfer the powers of the Authority to an existing redevelopment commission, which is what Council would have to do. It would have to be a qualified redevelopment commission or another authority that is authorized to do that by HUD. They are in affect transferring all of their property, all their rights, all their duties, and all their responsibilities. Basically it is passing everything that exist to another entity that is qualified under HUD's guidelines.

Alderman Guess asked if they would take on the responsibility for the repayment as well.

Mr. Berry commented the assets and liabilities.

Alderman Guess wanted to make sure that everyone was on the same page with the answer to that question.

Mr. Crone commented that if that were to occur that new entity that had nothing to do with any allegations of the old entity may have some bargaining power with HUD to try to diminish or eliminate that debt.

Alderwoman Patton commented that her understanding was that there was a provision that will do that. You can ask for that forgiveness.

Alderman Guess commented that the reality is that if that were to happen, it would be extremely beneficial to the tenants because now that money would be available for other things rather than a repayment. He asked if that was a fair statement.

Mayor Wright stated that is a fair statement. He emphasized that Council had no reason to believe that they might suspend those payments.

Alderman Guess commented but it is a possibility.

Mayor Wright commented that Council has reason to believe, based on some precedent, that they might extend those payments. He had not heard any precedent for suspending them. That did not mean they weren't out there, he just didn't hear any.

Alderman Lail commented that he heard a resident say that the administration of the Public Housing Authority from her perspective, one of the comments that she made was that the Executive Director was under a lot of pressure and had a lot to do. His comment not necessarily directed about the Executive Director, but broadly, in his opinion, HUD, to some degree is part of the problem here. Not that their mission is not strong, and their mission is not good, but some of the compliance that they have asked this Board to do. He had read their report. Some of the compliance activities they had ask this Board to do in exchange for Federal dollars, he thought was almost nit-picking.

Mayor Wright replied that was evidence of the rift.

Alderman Lail agreed. Someone had made the comment that it is small staff, and it is. It is a relatively small authority in terms of the numbers of units. But you would almost need a full-time person just to do compliance with HUD requirements. It is very challenging. It speaks to that rift that has occurred.

Mayor Wright didn't think that they were "going to cut us any slack". Whereas with other groups he thought they had cut them some slack. If we try to continue this, maybe with a change in executive management, and you go down a couple false starts trying to find the

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right person and we make more mistakes, people are going to forget that changes were made and we still have these mistakes. HUD will forget that the changes were made. He was concerned that the rift was so great that without a dramatic change, without indicting the Board or anybody, if there was ever any need for any indictment, somebody needs to file a claim. He had never heard anything that rises to anything like a theft involved in any of this. He believed if Council was going to move forward expeditiously, then they need to make a change in the administration.

Alderman Lail commented in order for him to support that there were certain conditions that he would like, one being that it be seamless for the residents, that they see no real change in service.

Alderman Guess interjected unless it is an improvement.

Alderman Lail replied obviously. He was speaking about the transition period too. Three or four years that things are handled differently. But to specifically speak to some of the resident's concerns of displacement, that is not even being done. The other piece of it is, and Council does not have this authority to abolish the Board, and give conditions upon giving it to someone else. He thinks that there is some institutional knowledge with the current Board that might be helpful to a new entity moving forward. A period of transition is perhaps what Council needs to talk about as opposed to an absolute Resolution, and here it goes one day and it is something else the next. You have Staff involved. They have to understand what is happening with them. The Board would be an advisory board to a new entity at minimum.

Mayor Wright commented at a minimum transitional advisory board, but he personally would like to see some indication of commitments to staff with the understanding that Council can't attach the strings. They can't make this conditional.

Alderman Lail commented that he understood.

Mayor Wright commented that there was dedicated Staff.

City Attorney John Crone advised that he did not have the Statute in front of him, but there was a provision for sufficient time for a smooth transition from the existing (if they chose to do that) Board and some rules and regulations on how the transfer is made and how you address issues of whether you would keep Staff. There is a statutory provision that has a timeline in it that would work within the realm of what Council was talking about.

Alderwoman Patton asked if it would be 90-120 days.

Alderman Guess stated that it said 90-120 days.

Mr. Crone commented that Council may want Staff to come back at the next meeting and provide them with an overview of what would be required for that particular route, if they were thinking about that. There is a timeframe in the Statute to allow for a peaceful, and hopefully tranquil "passing of the baton" so to speak.

Alderwoman Patton commented that she thought that was the route that Council should go. Staff could come back at the next meeting and have those guidelines for them in the Resolution.

Alderman Lail responded that he was not against that. He could see the transferee agency, whoever is receiving the assets of the City of Hickory Public Housing Authority,

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coming before Council and showing them what their plan was for a transition, as opposed to putting that on to Staff.

Mayor Wright liked that suggestion.

City Attorney Crone advised that he and Deputy City Attorney Dula, if Council so desired, would be glad to do a brief presentation at the next meeting about the timeline involved and what the statutory requirement was, if they chose an approvable entity that would be involved in the transfer.

Mayor Wright asked if there was any other observation, comments, or questions. He commented that he probably had been involved more than anyone sitting at the table, other than City Attorney Crone, Deputy City Attorney Dula, and Mr. Berry.

Mayor Wright moved that Council move towards a “merger”. He explained that when he was a CPA for 24 years, a merger was when you transferred assets and obligations and responsibilities, rather than just buying the assets, which is a purchase. That Council pursue a “merger” with a qualified, another appropriate entity. That Council identify that entity, if they can at that time. Have that entity address Council on the transition. That Council work with the Board of Directors of the Housing Authority to plan the transition and that Council have a draft Resolution at the next meeting. Alderwoman Patton seconded the motion. The motion carried unanimously.

Mayor Wright announced that he moved, seconded by Alderwoman Patton and the motion carried unanimously.

3 Appointments to Boards and Commissions

BOND IMPLEMENTATION COMMISSION

Members appointed on 2/3/2015 to one year terms, per Ordinance 15-01, are eligible to be reappointed to one additional 3 year term (Terms Expiring 2/1/2019)

Mayor Wright Charles Dixon expires 2/2/2016

Mayor Wright reappointed Charles Dixon to the Bond Implementation Commission

Ward 1 (Alderman Lail Appoints) Michael Bell expires 2/2/2016

Alderman Lail reappointed Michael Bell to the Bond Implementation Commission

Ward 2 (Alderman Tarlton Appoints) Gayle Schwarz Resigned
(3 year term expires 2/2/2018)

Ward 2 (Alderman Tarlton Appoints) Jennifer Clark expires 2/2/2016

Ward 3 (Alderman Seaver Appoints) Anthony Laxton expires 2/2/2016

Ward 4 (Alderman Guess Appoints) Ed Farthing expires 2/2/2016

Alderman Guess reappointed Ed Farthing to the Bond Implementation Commission

Ward 5 (Alderman Zagaroli Appoints) Jeff Hale Resigned
(3 year term expires 2/2/2018)

Ward 5 (Alderman Zagaroli Appoints) Frank Young expires 2/2/2016

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Alderman Zagaroli appointed Jason Yates to fill the unexpired term of Jeff Hale, and reappointed Frank Young to the Bond Implementation Commission

Ward 6 (Alderwoman Patton Appoints) Paige Brigham expires 2/2/2016

Alderwoman Patton reappointed Paige Brigham to the Bond Implementation Commission

Ex Officio Representatives:

Per Ordinance 15-01 representatives appointed by the boards, commissions, and the Chamber shall serve for a term of one year and may be reappointed for up to two additional one year terms with the exception of the Youth Council representative. (Terms Expiring 2/1/2017)

Business Development Committee	Pending
Catawba County Chamber of Commerce	Will Locke
Citizen's Advisory Committee	Cliff Moone

(Note: Citizen's Advisory Committee appointed Cliff Moone on December 3, 2015 to replace Michael Holland. Mr. Holland completed his service on the Citizen's Advisory Committee 6-30-2015 and was no longer eligible to serve as the ex officio representative.)

Community Appearance Commission	Charles Hayes
Community Relations Council	Adelia Parrado-Ortiz
Hickory International Council	Pending
Hickory Regional Planning Commission	Pending
Historic Preservation Commission	Ernie Sills
Library Advisory Board	Pending
Parks and Recreation Commission	Dean Proctor
Public Art Commission	Jennifer Helton
Recycling Advisory Board	Pending
University City Commission	Pending
Youth Council	Mikaela Simmons

COMMUNITY RELATIONS COUNCIL

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

HICKORY REGIONAL PLANNING COMMISSION

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

INTERNATIONAL COUNCIL

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

PARKS AND RECREATION COMMISSION

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

PUBLIC ART COMMISSION

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

January 5, 2016

Alderman Tarlton appointed Allen Finley as Ward 2 Representative on the Public Art Commission

RECYCLING ADVISORY BOARD

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

YOUTH COUNCIL

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

Hickory Career Arts Magnet VACANT

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

Mayor Wright announced that the he made the motion, seconded by Alderman Zagaroli and the motion carried unanimously.

Alderman Seaver commented if you know anyone in Ward 3 that would like to serve there are some appointments that he needs to make, Public Art Commission and Recycling Board.

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. There being no further business, the meeting adjourned at 9:20 p.m.

Mayor

City Clerk

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Stephen L Moore, Deputy Fire Chief
Contact Person: Stephen L Moore
Date: 12/29/15
Re: Public Fireworks Display

REQUEST

To obtain approval to issue a pyrotechnic display permit to Hickory Crawdads for the below listed date.

BACKGROUND

Mark Seaman, General Manager of the Hickory Crawdads, has submitted a request to obtain permission to conduct a public fireworks display on the following dates:

- April 15, 2016
- May 27, 2016
- June 17, 2016
- July 1, 2016
- July 3, 2016
- July 4, 2016
- July 15, 2016
- July 29, 2016
- August 12, 2016
- August 26, 2016
- September 2, 2016

The following are rain dates:

- April 16, 2016
- May 28, 2016
- June 18, 2016
- July 2, 2016
- July 5, 2016
- July 8, 2016
- July 9, 2016
- July 16, 2016
- July 30, 2016
- August 13, 2016
- August 27, 2016
- September 3, 2016

ANALYSIS

The North Carolina Fire Code requires a mandatory operational permit for the use and handling of pyrotechnic special effects material. The Division of Fire & Life Safety Division shall review all required documentation such as but not limited to the following: Alcohol Tobacco and Firearm's (ATF) License, Operator and Assistant Operators Permits from North Carolina Office of State Fire Marshal (NCOSFM), Site Plan, and the one million dollar liability insurance policy. The Fire & Life Safety Division will also inspect the pyrotechnics display area prior to the event to ensure compliance with NCOSFM Guidelines, National Fire Protection Association (NFPA) NFPA 1123 Code for Fireworks Display, and NFPA 1126 Use of Pyrotechnics Before a Proximate Audience (if applicable) are met.

RECOMMENDATION

Staff recommends approval of the above pyrotechnics displays.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Stephen L. Moore

12/29/2015

Initiating Department Head

Date

Auntie M. Dula
Deputy City Attorney, A. Dula

1-12-16
Date

Rodney Miller
Asst. City Manager Rodney Miller

1/11/16
Date

A. Surratt
Asst. City Manager, A. Surratt

1-12-16
Date

Melissa Miller
Finance Officer, Melissa Miller

1/12/16
Date

Bo Weichel
Purchasing Manager, Bo Weichel

1-13-16
Date

Date

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

M. Berry
City Manager, M. Berry

Date



HICKORY CRAWDADS BASEBALL CLUB

PO BOX 1268, Hickory, NC 28603-1268

Phone: 828-322-3000 Fax: 828-322-6137

www.hickorycrawdads.com crawdad@hickorycrawdads.com

December 14, 2015

Mayor Rudy Wright
City Manager Mick Berry
PO Box 398
Hickory, NC 28603

Mayor Wright and Mr. Berry,

The Hickory Crawdads ask the City of Hickory to grant us permission to have a public fireworks display on the following dates:

April 15
May 27
June 17
July 1, 3, 4, 15, 29
August 12, 26
September 2

The following dates would be rain dates:

April 16
May 28
June 18
July 2, 5, 8, 9, 16, 30
August 13, 27
September 3

This show will be similar in nature to the shows we have had at L.P. Frans Stadium for the last 23 years. We understand if permission is granted from the City of Hickory it does not alleviate us from the responsibility of applying for and obtaining the proper permits from the various city departments.

Thank you for your consideration of this request.

Thanks,

Mark Seaman
General Manager
Hickory Crawdads

Class "A" Affiliate of the Texas Rangers
Members of the South Atlantic League





HICKORY CRAWDADS BASEBALL CLUB

PO BOX 1268, Hickory, NC 28603-1268

Phone: 828-322-3000 Fax: 828-322-6137

www.hickorycrawdads.com crawdad@hickorycrawdads.com

December 14, 2015

City of Hickory
PO Box 398
Hickory, NC 28603-0398

The Hickory Crawdads would like to request road closures for the following roads, 24th Street NW and 14th Avenue Circle NW, for our fireworks shows on the following nights:

Friday, April 15, 2016
Friday, May 27, 2016
Friday, June 17, 2016
Friday, July 1, 2016
Sunday, July 3, 2016
Monday, July 4, 2016
Friday, July 15, 2016
Friday, July 29, 2016
Friday, August 12, 2016
Friday, August 26, 2016
Friday, September 2, 2016

The following are rain dates:

Saturday, April 16, 2016
Saturday, May 28, 2016
Saturday, June 18, 2016
Saturday, July 2, 2016
Tuesday, July 5, 2016
Friday, July 8, 2016
Saturday, July 9, 2016
Saturday, July 16, 2016

Class "A" Affiliate of the Texas Rangers
Members of the South Atlantic League



Saturday, July 30, 2016
Saturday, August 13, 2016
Saturday, August 27, 2016
Saturday, September 3, 2016

We have spoken with Sammy Burnett at Pepsi, (please see attached letter), and they have agreed to allow us to close the road on our fireworks nights.

We have been in contact with Stephen Moore, Deputy Fire Chief, concerning the Crawdads' responsibilities in order to conduct a safe fireworks show. We agree to adhere to any requirements and recommendations they have concerning the shows.

Thank you for your consideration of our request. I can be reached through any of the methods below. Please let me know if we need to provide any additional information.

Thank you,



Mark Seaman
General Manager
Hickory Crawdads
Office – 828-322-3000
Cell – 828-640-1422
Email – mseaman@hickorycrawdads.com



January 19, 2010

Mr. Mark Seaman
HICKORY CRAWDADS
PO Box 1268
Hickory, NC 28603

Dear Mark,

Until further notice Pepsi-Cola of Hickory grants the Hickory Crawdads permission to display fireworks within proximity to Pepsi-Cola property during the 2010 baseball season and in coming years. We ask that you provide a schedule of planned events so we can make necessary operational changes on those days.

Once again I respectfully request that you ask the city to provide a better barricade for closing off the street on event nights? It would be particularly helpful if they would provide a sign that explains the closings to people that are using the road. A reference to the Fire Marshall would make the sign more authoritative as we have discussed.

Go Crawdads!

Sincerely,

A handwritten signature in cursive script that reads "Sammy Burnett".

Sammy Burnett
East Division Sales Manager
Pepsi-Cola Bottling of Hickory

4

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Dave Leonetti, Community Development Manager
Contact Person: Dave Leonetti, Community Development Manager
Date: January 7, 2016
Re: Optimist Park Improvements Phase II

REQUEST

Approve Contract for Phase II of Improvements to Hickory Optimist Park.

BACKGROUND

Community Development Block Grant funds were used to complete extensive improvements at Hickory Optimist Park this year. Phase I of the project involved construction of drainage improvements, a walking trail with connection to the Glen at Green Park subdivision, and installation of an outdoor gym.

Phase II of the project will involve demolition of an existing storage building. On the site, a new pre-engineered community building with restrooms will be constructed. The design will be similar to the picnic shelter at Kiwanis Park, but it will be an enclosed building. Future contracts will also include the conversion of the existing tennis court into four pickle ball courts, installation of lighting between the court and building, and the construction of steps down to the main parking area.

ANALYSIS

Staff advertised for competitive bids on the construction project. The low bidder on the project was Wilkie Construction with a bid of \$290,800 for the building construction. This is item #1 on the attached invitation to bid and contract. Items #2 and #3 will be addressed through a future contract. This project will be funded with Community Development Block Grant Funds and Rental Rehab Program Income.

RECOMMENDATION

Staff recommends approval of the contract to construct Phase II of the planned improvements to Hickory Optimist Park.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

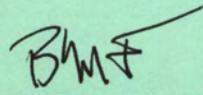
Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Brian Frazier

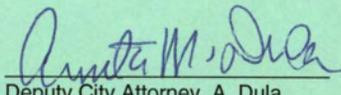


Initiating Department Head

1/7/16

Date

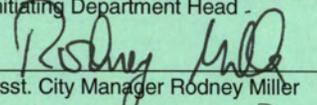
Deputy City Attorney, A. Dula



Date

1-10-16

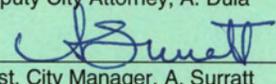
Asst. City Manager Rodney Miller



Date

1-11-16

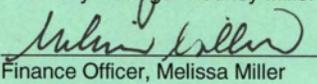
Asst. City Manager, A. Surratt



Date

1-12-16

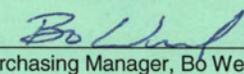
Finance Officer, Melissa Miller



Date

1-12-16

Purchasing Manager, Bo Weichel



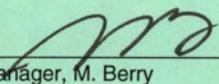
Date

1-13-16

Date

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

City Manager, M. Berry



Date

CITY OF HICKORY
 Bid Tabulation
 16-009 Hickory Optimist Park Improvements Phase II

	Moss-Marlow	Wilkie Construction	Neill Construction	Howards General Contracting
5% Bid Bond	yes	yes	yes	yes
Addendum #1	yes	yes	yes	yes
Addendum #2	yes	yes	yes	yes

Item No. 1: New building	\$310,288.00	\$290,800.00	\$412,000.00	\$349,900.00
Item no. 2: Concrete Stairs	\$19,720.00	\$23,356.00	\$20,600.00	\$15,375.00
Item no. 3: Decorative lamp posts	\$16,170.00	\$9,600.00	\$14,800.00	\$9,963.00
Total Bid Amount	\$346,178.00	\$323,756.00	\$447,400.00	\$375,238.00



CITY of HICKORY Invitation to Bid and Contract

Project Title:

Bid Number:

Hickory Optimist Park Improvements Phase II

16-009

SUBMIT SEALED BIDS TO:

Bo Weichel, Purchasing Manager
PO Box 398
Hickory NC 28603
bweichel@hickorync.gov
828.323.7472

DIRECT INQUIRIES TO:

Miles Champion, Senior Civil Engineer
mchampion@hickorync.gov
828-302-3757

Bid must be submitted by Wednesday January 13, 2:00 PM. No public bid opening.

<u>Vendor Name:</u> Wilkie Construction Company SE, LLC	<u>Point of Contact:</u> Robert Rowe
<u>Mailing Address:</u> PO Box 1410	
<u>City:</u> Lenoir	<u>State:</u> NC
<u>Zip:</u> 28645	
<u>Area Code and Phone Number:</u> 828-754-6431	<u>Email Address:</u> estimator@wilkie-const.com
<u>Federal Employer Identification Number or Social Security Number:</u> 45-4241426	

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT:

STATE OF NC COUNTY OF Caldwell, 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.

Deborah Wilkie
SIGNATURE OF AUTHORIZED AGENT

Deborah Wilkie, Vice-President
PRINT/TYPE NAME/TITLE

FIRM: Wilkie Construction Co. SE, LLC
PO Box 1410
ADDRESS: Lenoir, NC 28645
(City, State, Zip)
PHONE: 828-754-6431

Subscribed & sworn before me this 3 day of Jan, 2016

Sherry Preest Freeman
Notary Public

My Commission Expires: 02/24/20





CITY of HICKORY
Invitation to Bid and Contract

Project Title:

Bid Number:

Hickory Optimist Park Improvements Phase II

16-009

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. [Special Conditions](#)
 - e. [Affidavit of Prime Contractor](#)
 - f. [Release and Waiver of Claims](#)
 - g. [Specifications/Description of Work to be Performed](#)
 - h. [Bid Form, Bonding Requirements](#)

1. **SUBMIT ALL PAGES:** All pages of this document will be used as the contract. Bidders shall submit ALL pages of this document and supplemental pages with completed information.

2. **BIDDER SHALL WRITE ON THE OUTSIDE OF SUBMITTAL ENVELOPE:**
 - a. The name of the General Contractor
 - b. The Project Title and Project Number
 - c. Date of bid opening

3. **BIDS SHALL NOT BE QUALIFIED WITH ANY STATEMENTS ON THE BID FORMS OR BY SEPARATE ATTACHMENT.**

4. **LIQUIDATED DAMAGES:** As discussed in further detail under [General Conditions Item 40](#), in the event the Contractor fails to substantially complete construction required under this agreement in the time allotted, Contractor shall reimburse the City for liquidated damages.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

CITY of HICKORY
Invitation to Bid and Contract

Project Title:

Bid Number:

Hickory Optimist Park Improvements Phase II

16-009

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. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the Purchasing Agent for the City of Hickory and may be examined during normal business hours, or may be found on the City's website (See Exhibit 'A' for further instruction).
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.

CITY of HICKORY
Invitation to Bid and Contract

Project Title:

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Hickory Optimist Park Improvements Phase II

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3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
 - b. Bidders/Vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by the City and appropriate documents executed. The City of Hickory reserves the right to add or delete any item from this contract when deemed to be in the best interests of the City.
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



CITY of HICKORY Invitation to Bid and Contract

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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.

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



CITY of HICKORY Invitation to Bid and Contract

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- by third parties resulting from the Bidder/Vendor's breach of this contract or the Bidder/Vendor's negligence.
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.



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- d. **UNIFORM COMMERCIAL CODE:** All provisions of the Uniform Commercial Code shall be adhered to.
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

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one hundred thousand dollars (\$100,000.00) property damages, arising from a single occurrence, one million dollars (\$1,000,000.00) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000.00) for any number of claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the Bidder/Vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.

- b. **Automobile Liability:** The Bidder/Vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in Subparagraph a. of this section. In addition, the Bidder/Vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the Bidder/Vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Hickory, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the Bidder/Vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
 - 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 **\$250.00** 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



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to the unsuccessful Bidders/Vendors within a reasonable time after the contract has been awarded, and to the successful Bidder/Vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.

- b. **Performance Bonds:** If a Performance Bond is required under the specifications of this agreement, the successful Bidder/Vendor must, prior to the award of the Contract, post the bond, certified check or cashier's check in the amount stated made payable to the City of Hickory. The Bidder's Bond posted will be returned to the successful Bidder/Vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the Bidder/Vendor. The Performance Bond will be released or returned to the Bidder/Vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.
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 time his basic rate of pay for all hours worked in excess of 40 hours in such work week.



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- b. **Violation/Liability for Unpaid Wages Liquidated Damages:** In the event of any violation of the clause set forth in Paragraph (1) of this section, the contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States or other appropriate governing or regulatory body for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in Paragraph (1), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in Paragraph (1).
 - c. **Withholding for Liquidated Damages:** The Owner shall withhold or cause to be withheld, from any monies payment on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided in the clause set forth in Paragraph (2) of this Section.
 - d. **Subcontracts:** The contractor shall insert in any subcontracts the clauses set forth in Paragraphs (1), (2) and (3) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts, which may be entered into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
 - 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.



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- d. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
 - e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
 - 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 25th of the month. OWNER will make payment to the Contractor on or about the 25th 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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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.

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*AFFIDAVIT OF PRIME CONTRACTOR
(STATUS OF SUBCONTRACTORS AND MATERIAL SUPPLIERS)*

We, Wilkie Construction Company SE, LLC, certify that to the best of our knowledge and belief, no claims or liens exist against any material suppliers or subcontractors who will furnish materials or labor on the above mentioned Project, or if any appear afterwards, we (as Contractor) shall save the Owner harmless on account thereof. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable Attorney's fee.

Sworn to and subscribed before me this 13 day of January, 2016.

Deborah Wilkie
Signature

Deborah Wilkie
Printed Name

Vice-President
Title

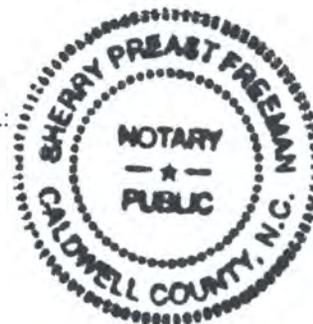
1/13/16
Date

Date

Sherry Prest Freeman
Notary Public

1/13/16
Date

SEAL:





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RELEASE AND WAIVER OF CLAIMS AND CONSENT OF SURETY PRIME CONTRACTOR

On January 13, 2016 there personally appeared before me the undersigned authority in and for said County Caldwell (County) and State of North Carolina (State) by the name of Deborah Wilkie (Name), who is the Vice-President (Title), for Wilkie Construction Co. SE, LLC (Company). Who being duly sworn by me, states that all payrolls, material bills, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance and other liabilities have been paid in full, incurred for use in the performance the above mentioned Project and waives any claims and releases the City of Hickory from any rights or claims for debts due and owing by virtue of the furnishing of any material or supplies of any lien thereon.

Sworn to and subscribed before me this 13 day of January, 2016.

Deborah Wilkie
Signature

Deborah Wilkie
Printed Name

Vice-President
Title

1/13/16
Date

Sherry Prest Freeman
Notary Public

1/13/16
Date





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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.

NOTICE TO PROCEED

Bidder agrees to complete work on this project within seventy (70) days of Notice to Proceed and to complete this project as specified.

SCOPE

Construction of a new 30x60 building at Hickory Optimist Park located at 751 2nd Avenue SW, Hickory, NC



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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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CITY of HICKORY Invitation to Bid and Contract

Project Title:

Bid Number:

Hickory Optimist Park Improvements Phase II

16-009

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 along with each request for payment. This document can be downloaded from the City's website on the Purchasing Dept. webpage.

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 # 1

Date 12/29/15

Acknowledge Addendum # 2

Date 1/11/16

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CITY of HICKORY Invitation to Bid and Contract

Project Title:

Bid Number:

Hickory Optimist Park Improvements Phase II

16-009

Bidders are encouraged to solicit and utilize **MBE/WBE** contractors. The City requests that the successful bidder furnish the City any documentation of MBE/WBE solicitation and/or utilization related to the project.

PROJECT BID ITEMS:

ITEM NO. 1: New Building

Item includes construction of a new 30x64 building and appurtenances including but not limited to grading, concrete slab, off-loading/erection of a prefabricated metal building furnished by the Owner, brick veneer/steel stud walls, interior finishes, plumbing, heating, electrical, restrooms, catering kitchen, sidewalks, site drainage, concrete paved parking, exterior lighting, signage, cleanup and chain link fence removal as shown on plans and specified.

Does not include purchase and delivery of pre-engineered, pre-fabricated metal building. Owner-purchased building shall be off-loaded on site by the Contractor. Does not include tennis court resurfacing or tennis court fence installation. Does not include Bid Items No. 2 and No. 3 stated below.

LUMP SUM BID (Item No. 1) New Building \$ 290,800.⁰⁰

(In Words) Two hundred ninety thousand, eight hundred dollars

BW

ITEM NO. 2: Concrete Stairs with Handrails

Includes excavation, forming, concrete pouring/finishing, handrails, (1) decorative lamp post with foundation and underground wiring as shown on plans and specified.

LUMP SUM BID (Item No. 2) Concrete Stairs with Handrails \$ 23,356.⁰⁰

(In Words) Twenty-three thousand, three hundred fifty-six dollars

BW

ITEM NO. 3: Decorative Lamp Posts (3)

Includes furnishing and installation of three (3) decorative lamp posts with foundations and underground wiring as shown on plans and specified.

LUMP SUM BID (Item No. 2) Decorative Lamp Posts (3) \$ 9,600.⁰⁰

(In Words) Nine thousand, six hundred dollars

Bid shall not be qualified with any statements on the bid forms or by separate attachment



**CITY of HICKORY
Invitation to Bid and Contract**

Project Title:

Bid Number:

Hickory Optimist Park Improvements Phase II

16-009

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

CITY OF HICKORY,
A North Carolina Municipal Corporation

(SEAL)

Mick W. Berry, City Manager

Attest:

Debbie D. Miller, City Clerk

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

Melissa Miller, Finance Officer

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

Arnita M. Dula, Staff Attorney

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Chuck Hansen
Contact Person: Andrew S. Ballentine, Solid Waste Manager
Date: January 6th, 2016
Re: Front Loading Refuse Trucks (Solid Waste – Commercial)

REQUEST

Approval of accepting low bid meeting specifications in the amount of \$248,478 from Carolina Environmental Systems, Inc for the replacement of a Front Loading Refuse Truck under the National Joint Powers Alliance (NJPA) National Cooperative Contract Solutions.

BACKGROUND

The City uses these front loader trucks for collection of refuse with our dumpster service. This unit is operated daily in the Commercial Division of the Solid Waste Division and replaces truck unit #3722 which is a 2003 model.

Bids were from three different truck manufacturers Mack, Peterbuilt and Autocar (listed in lowest quote order). Bids are include on attached sheet. All trucks were quoted with the same Heil Front Loading Body as we currently utilize this body on other existing trucks and have experienced good service and longevity out of them as well as keeping our equipment consistent related to repair parts and equipment operation.

ANALYSIS

Funds for this replacement unit are budgeted in the Solid Waste – Commercial Division budget in line item 039-4800-547-75-01. Low bid is under budget, the budgeted amount was \$255,000.

RECOMMENDATION

Public Works recommends purchasing this front loader unit off the NJPA Contract from low bidder meeting specifications, Carolina Environmental Systems, Inc in the amount of \$248,478.

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)

XRequires 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

Source of City/State/Federal funds?

Revenues

State/Federal Funds: (Codes)

-	-	-	\$
-	-	-	\$

City Funds: (Codes)

039-5482-547-75-01 \$248,478.00

4800 (MM)

Other Financial Resources: (Codes)

-	-	-	\$
-	-	-	\$

In-kind Services: (Describe)

TOTAL \$

Expenditures: (Codes)

-	-	-	\$
-	-	-	\$
-	-	-	\$
-	-	-	\$

TOTAL: \$248,478.00

Reviewed by:

Chuck Hansen 1/7/16
Initiating Department Head Date

[Signature] 1-12-16
Staff Attorney Date

[Signature] 1-11-16
Asst. City Manager - Administration Date

[Signature] 1-12-16
Asst. City Manager - Development Date

[Signature] 1-13-16
Finance Officer Date

[Signature] 1-13-16
Acting Finance Director -
Purchasing Manager Date

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

[Signature]
City Manager

Date

Carolina Environmental Systems, Inc.
306 Pineview Drive, Kernersville, NC 27284
2701 White Horse Road, Greenville, SC 29611
500 Lee Industrial Blvd, Austell, Ga 30168
Phone: 800-239-7796
336-869-9900

QUOTE

12/30/2015

City of Hickory, NC
P.O. Box 398
Hickory, NC 28603
Attn: Mr. Brad Abernathy

CES is pleased to be given the opportunity to submit the following quotation:

- I. One (1) Heil DuraPack Half Pack full eject front end loading refuse body complete with all standard specifications and with the following optional equipment:
 - a. Dual LED container worklights
 - b. Peterson Multi-Function light system
 - c. Body side back assist lights
 - d. Rear body ladder
 - e. Cab protector extension raise -- manual jack
 - f. Tool box
 - g. Urethane enamel one color paint
 - h. Infinity Series packer cylinder with five (5) year warranty
 - i. Body service hoist with quick disconnect hoses

All as per the above and mounted on one (1) 2016 Mack MRU cab/chassis complete as per the enclosed specifications and to include a 5 year engine warranty, 5 year transmission warranty, 5 year engine aftertreatment system warranty.

NJPA Contract Sales Price: \$248,478.00

Delivery: Approx. March, 2016, subject to prior sale.

- II. All as per the above mounted on 2016 Peterbilt 320 cab/chassis complete as per the enclosed specifications.

NJPA Contract Sales Price: \$250,950.00

Delivery: Approx. June, 2016, subject to prior sale.

III. All as per the above mounted on one (1) 2016 AutoCar cab/chassis complete as per the enclosed specifications.

NJPA Contract Sales Price: \$266,648.22

Delivery: Approx. 75-90 days, subject to prior sale.

- Please note : Five (5) year cylinder warranty on all other body cylinders - \$2,500.00

We sincerely appreciate the opportunity to submit the enclosed quotation to you. Please feel free to contact us if we may answer any questions or be of service to you in any way.

Sincerely,

Maxwell Taylor
Carolina Environmental Systems

* software still needed

BUDGET ORDINANCE AMENDMENT # 15

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

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

FUNCTIONAL AREA	INCREASE	DECREASE
Debt Service	192,810	
Culture & Recreation	175	
Public Safety		17,579
TOTAL	192,985	17,579

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

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	192,810	
Miscellaneous Revenues	175	
Restricted Intergovernmental Revenues		17,579
TOTAL	192,985	17,579

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

Adopted this ____ day of _____, 2016

Mayor

Clerk

GRANT PROJECT ORDINANCE AMENDMENT # 5

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

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

FUNCTIONAL AREA	INCREASE	DECREASE
Community Development	150,525	-
	-	-
TOTAL	150,525	-

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

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous Revenues	150,525	-
	-	-
TOTAL	150,525	-

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

Adopted this ____ day of _____, 2016

Mayor

Clerk

3

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: David Leonetti, Community Development Manager
Contact Person: David Leonetti, Community Development Manager
Date: January 7, 2016
Re: Conduct Public Hearing to Amend 2014 Community Development Block Grant Annual Action Plan

REQUEST

Conduct public hearing to consider amending the 2014 Community Development Block Grant Annual Action Plan to increase the budget for public infrastructure improvements.

BACKGROUND

In April of each year, staff prepares an Annual Action Plan for its Community Development Block (CDBG) grant allocation from the federal government. This plan normally includes line items for public infrastructure improvements and single family housing rehabilitation. There is currently \$75,000 remaining in the Single Family Housing Rehabilitation Line Item. All Public Infrastructure funds are committed or will be spent in early 2016. When the City of Hickory wishes to amend its Annual Community Development Block Grant (CDBG) Annual Action Plan, a public hearing must be conducted to ensure public input is sought for the proposed changes. The proposed amendment will adjust the City's 2014 CDBG Annual Action Plan as follows:

Decrease: Housing Rehabilitation/Purchase Program	-\$75,000
Increase: Public Infrastructure Improvements	+\$75,000

ANALYSIS

This funding will allow the City to complete two to three additional street resurfacing projects in eligible neighborhoods. Those projects include 10th Avenue SE from 127 to South Center and 10th Avenue SW from South Center to 1st Street SW. The reduction in housing rehabilitation funds will not have a negative impact on the City's housing rehabilitation programs. There is adequate funding to complete all current projects and any loan applications that the City is likely to receive prior to the end of the fiscal year. The funding is located in other CDBG project year budgets and the City's Owner/Rental Rehabilitation fund.

RECOMMENDATION

Staff recommends that City Council conduct a public hearing and approve the amendment to the 2014 Community Development Block Grant Annual Action Plan.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

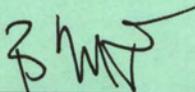
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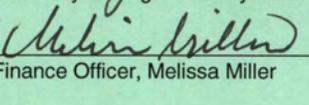
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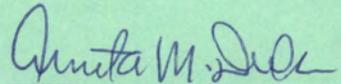
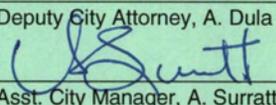
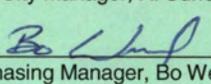
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Reviewed by:

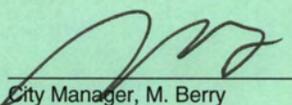

 Brian Frazier 1/7/16
 Initiating Department Head Date

 Asst. City Manager Rodney Miller 1-16-16
 Date

 Finance Officer, Melissa Miller 1-12-16
 Date

 Date


 Deputy City Attorney, A. Dula 1-12-16
 Date

 Asst. City Manager, A. Surratt 1-12-16
 Date

 Purchasing Manager, Bo Weichel 1-13-16
 Date

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


 City Manager, M. Berry

Date

COUNCIL AGENDA MEMOS

To: City Manager's Office
From: Caroline M. Kone, Transportation Manager
Contact Person: Caroline M. Kone, PE
Date: December 29, 2015
Re: Conduct a public hearing to consider closing the southern portion of the alley beside Community One Bank for the Friends of Hickory Park.

REQUEST

Council to conduct a public hearing to consider the closure of the southern portion of the alley on the west side of Community One Bank near the intersection of Main Ave NW and 3rd St NW for the Friends of Hickory Park.

BACKGROUND

Friends of Hickory has been raising funds for a park to go in the current City owned parking lot at the intersection of 3rd St NW at Main Ave NW. In order for the park to be safe and have the adequate space, the alley that exists beside Community One Bank needs to close. In order to keep the outlet from the bank drive-thru operational, the alley will change from southbound traffic movement to northbound traffic movement on the north end. This will also require the removal of three parking spaces along the southbound side of 1st Ave NW immediately west of the alley to allow for safe sight distance for exiting traffic. The City owns both sides of the portion of the alley to be closed thus all property will revert to the City. Bollards will have to be installed at the new dead end of the alley in order to prevent vehicle traffic but will allow pedestrian traffic. City Council was apprised of the need to close the portion of the alleyway during their January 6, 2015 City Council meeting.

ANALYSIS

The closure of this portion of the alley is being requested due to the proposed layout of the park. The installation of equipment and structures will necessitate utilizing the closed portion of the alley.

The street closure process requires Council conduct a public hearing. A Resolution declaring the intention of the City Council of the City of Hickory to consider the closing of the southern portion of the alley on the west side of Community One Bank near the intersection of Main Avenue NW and 3rd Street NW was published in a newspaper having general circulation in the Hickory area on December 18, 2015; December 25, 2015; January 1, 2016; and January 8, 2016.

RECOMMENDATION

Staff recommends Council conduct the public hearing to consider closure of the southern portion of the alley beside Community One Bank near the intersection of Main Ave NW and 3rd Street NW be closed for the Friends of Hickory Park.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

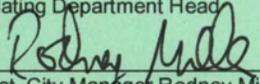
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LIST THE EXPENDITURE CODE:

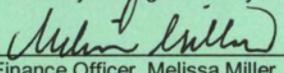
Reviewed by:

Initiating Department Head

Date

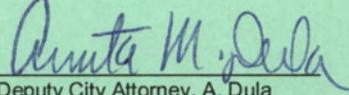

Asst. City Manager Rodney Miller

1-11-16
Date

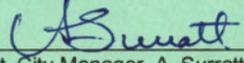

Finance Officer, Melissa Miller

1-12-16
Date

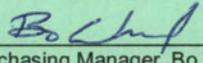
Date


Deputy City Attorney, A. Dula

1-12-16
Date

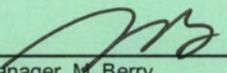

Asst. City Manager, A. Surratt

1-12-16
Date


Purchasing Manager, Bo Weichel

1-13-16
Date

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


City Manager, M. Berry

Date

* Need an aerial map

PLEASE NOTE THAT THIS IS FORM IS FOR ILLUSTRATIVE PURPOSES ONLY BUT COMPLIES WITH STATUTORY REQUIREMENTS. PROVIDED THE FORM PRESENTED TO THE CITY CONTAINS THE REQUIRED STATUTORY INFORMATION, HICKORY CITY COUNCIL WILL CONSIDER PLACING THE PETITION ON ITS AGENDA. HOWEVER, THERE IS NO GUARANTEE THAT HICKORY CITY COUNCIL WILL GRANT THE REQUEST. PLEASE SEE G.S. 160A-296 ET. SEQ. FOR THE REQUIREMENTS OF THE PETITION.

NORTH CAROLINA)
CATAWBA COUNTY)

PETITION TO CLOSE STREET

TO: THE HONORABLE MAYOR AND HICKORY CITY COUNCIL

The undersigned, City of Hickory, a Corporation of Hickory, North Carolina, respectfully shows unto the Honorable Mayor and Hickory City Council, the following:

1. That Petitioner, City of Hickory, is the sole owner of properties having a street address of Main Avenue NW, Hickory, North Carolina, described in Deed Book 988, Page 481, Deed Book 980 at Page 171, Deed Book 1189 at Page 90, and Deed Book 1251 at Page 387, Parcel Identification Number 3702-06-49-7646, Parcel Identification Number 3702-06-49-7745, Parcel Identification Number 3702-06-49-7745, and a 20 foot pedestrian walkway. Said parcels 3702-06-49-7646 and 3702-06-49-7745 are bounded on the East and parcel 3702-06-49-7745 and the 20 foot pedestrian walkway are bounded on the West by a 25 foot Alley.
2. That a portion of said 25 foot alley is not a necessary means of ingress and egress to the property of the Petitioner or to the property of any other property owner adjoining said roads.
3. That your Petitioner desires to close this portion of the 25 foot alley more particularly described as follows:

All of that certain parcel or tract of land lying and being about 0.1 miles west northwest of the center of the City of Hickory. Bounded on the west by City of Hickory property described in Deed Book 988 at Page 481 and Deed Book 980 at Page 171; on the north by the remaining portion of the existing 25 foot alley called for in Deed Book 988 at Page 481 and Deed Book 980 at Page 171; on the east by a City of Hickory 20' pedestrian walkway as described in Deed Book 1051 at Page 696 and City of Hickory property described in Deed Book 1189 at Page 90; and on the south by the existing right-of-way of Main Avenue NW and more particularly described as follows to wit;

Beginning at a PK nail set in a lead plug in the concrete sidewalk along the northern right-of-way of Main Avenue NW, said PK nail having N.C. grid coordinates of N 729,625.41 E 1,304,786.46 (NAD 83/2007), being located a grid bearing and distance of North 87degrees 27 minutes 37 seconds West 1442.08' from NCGS Monument Municipal, N.C. grid coordinates of N 729,561.51 E 1,306,227.12 (NAD 83/2007) and running thence as the north right-of-way line of Main Avenue NW, North 87 degrees 11 minutes 04 seconds West 25.00 feet to an existing 80 penny nail in said right-of-

Petition to Close Right of Way—25' Alley
City of Hickory, Petitioner
December 2015
PAGE 1 OF 5

RECEIVED

BY: *D.M. Lee*
DATE: *12-2-15* 73

PLEASE NOTE THAT THIS IS FORM IS FOR ILLUSTRATIVE PURPOSES ONLY BUT COMPLIES WITH STATUTORY REQUIREMENTS. PROVIDED THE FORM PRESENTED TO THE CITY CONTAINS THE REQUIRED STATUTORY INFORMATION, HICKORY CITY COUNCIL WILL CONSIDER PLACING THE PETITION ON ITS AGENDA. HOWEVER, THERE IS NO GUARANTEE THAT HICKORY CITY COUNCIL WILL GRANT THE REQUEST. PLEASE SEE G.S. 160A-296 ET. SEQ. FOR THE REQUIREMENTS OF THE PETITION.

way; thence as the west line of that 25 foot alley called for in Deed Book 988 at Page 481 and in Deed Book 980 at Page 171, North 02 degrees 22 minutes 20 seconds East 102.75 feet to a point in the west line of said alley; thence South 87 degrees 10 minutes 04" East 25.00 feet to a point in the east line of that 25 foot alley called for in Deed Book 988 at Page 481 and in Deed Book 980 at Page 171; thence, as the east line of said alley, South 02 degrees 22 minutes 20" seconds West 102.74 feet, passing a PK nail set in a lead plug in the sidewalk at 20.11 feet, to the point of beginning containing 2569 sq. ft. more or less.

That said portion of the Alley, which the Petitioner desires to close, is depicted as Exhibit "A" attached hereto and incorporated by reference as if more fully set forth herein, and is bounded as follows:

- a. 25' Alley is bounded on the West by City of Hickory, pursuant to a Deed recorded at Book 988, Page 481 of the Catawba County Register of Deeds Office, with a Catawba County PIN of 3702-06-49-7745.
 - b. 25' Alley is bounded on the West by City of Hickory pursuant to a Deed recorded at Book 980, Page 171, of the Catawba County Register of Deeds Office, with a Catawba County PIN of 3702-06-49-7646.
 - c. 25' Alley is bounded on the East by City of Hickory, pursuant to a Deed recorded at Book 1189, Page 90, of the Catawba County Register of Deeds Office, with a Catawba County PIN of 3702-06-49-7745.
 - d. 25' Alley is bounded on the East by a 20' Pedestrian Walkway referred to in Deed recorded in Book 1251, Page 387, of the Catawba County Register of Deeds Office.
4. That the following persons have the right to have a copy of the proposed resolution closing sent to them by way of registered or certified mail pursuant to North Carolina General Statutes Section 160A-299:

**City of Hickory
P.O. Box 398
Hickory, NC 28603**

5. That the Petitioner in good faith believes that closing the above-described portion of the 25' Alley will not cause hardship or inconvenience to any property owner in that no person or entity owning property adjoining the above-described 25' Alley will be deprived of reasonable means of ingress and egress to its property by said closing.

**Petition to Close Right of Way—25' Alley
City of Hickory, Petitioner
December 2015
PAGE 2 OF 5**

PLEASE NOTE THAT THIS IS FORM IS FOR ILLUSTRATIVE PURPOSES ONLY BUT COMPLIES WITH STATUTORY REQUIREMENTS. PROVIDED THE FORM PRESENTED TO THE CITY CONTAINS THE REQUIRED STATUTORY INFORMATION, HICKORY CITY COUNCIL WILL CONSIDER PLACING THE PETITION ON ITS AGENDA. HOWEVER, THERE IS NO GUARANTEE THAT HICKORY CITY COUNCIL WILL GRANT THE REQUEST. PLEASE SEE G.S. 160A-296 ET. SEQ. FOR THE REQUIREMENTS OF THE PETITION.

6. That the City of Hickory, acting through its Mayor and City Council, is authorized by North Carolina Statutes Section 160A-296 et. seq. to close the portion of the 25 foot Alley, as herein described.

WHEREFORE, the undersigned Petitioner prays the Mayor and Hickory City Council declare their intent to close , herein described, and they give notice in accordance with the provisions of N.C. General Statutes Section 160A-299 by publishing notice of said hearing once a week for four (4) consecutive weeks in the Hickory Daily Record, a newspaper published in Hickory, Catawba County, North Carolina, by posting notices of closing and public hearing prominently along the 25' Alley in at least two (2) locations, and by mailing via registered or certified mail to all of the individuals or entities who have an interest in the property located adjacent to the target right of way.

This the 2 day of DECEMBER, 2015.

Chuck Hansen
Public Services Director for
 City of Hickory

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VERIFICATION

NORTH CAROLINA
CATAWBA COUNTY

City of Hickory, PETITIONER, being first duly sworn, deposes and says:

That he is the Petitioner herein, and that he has read the Petition, and believes the contents thereof to be true.

Chuck Hansen, Public Services Dir.
12/2/15, Petitioner

Sworn and subscribed before me
This 2 day of December, 2015.

Kimberly D. Johnson
Notary Public

My Commission Expires: 5-19-2019

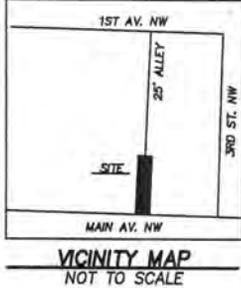
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EXHIBIT A

EXHIBIT A SHOULD BE A SURVEYED MAP OF THE AREA OF THE PROPERTY, DEPICTING THE TARGET RIGHT OF WAY

EXHIBIT "A"
 RIGHT-OF-WAY
ABANDONMENT MAP
 OF A
 PORTION OF A
25 FOOT ALLEY
 BETWEEN MAIN AVENUE NW
 AND 1ST AVENUE NW
 CITY OF HICKORY
 HICKORY TOWNSHIP, CATAWBA COUNTY
 NORTH CAROLINA
 ORIGINAL SURVEY DATE: OCTOBER, 2008
 SCALE: 1"=20' DATE: NOVEMBER 24, 2015

N.C. GRID NORTH BASED ON
 NAD 83 (2007)



I, JAMES E. CARSWELL, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (SEE DEEDS ON FACE OF PLAT). THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BEING DRAWN FROM INFORMATION FOUND IN DEED BOOK AND PAGE AS SHOWN ON THE FACE OF THE PLAT; THAT THE RATIO OF PRECISION AS CALCULATED IS 1/10,000. THAT THE PLAT MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 N.C.A.C. 56.1600)

THIS 2ND DAY OF DECEMBER, 2015.

James E. Carswell
 JAMES E. CARSWELL, P.L.S. L-4494
 SURVEYOR, CITY OF HICKORY
 76 N CENTER ST.
 HICKORY, N.C.
 (828) 323-7416



UNLESS ACCOMPANIED BY ORIGINAL SEAL AND ORIGINAL SIGNATURE, DRAWING IS PRELIMINARY AND IS NOT TO BE USED FOR SALES, CONVEYANCE OR RECORDATION.

I, Cal Overby, REVIEW OFFICER OF CATAWBA COUNTY, CERTIFY ON THIS 2nd DAY OF December, 2015, THAT THE MAP TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Cal Overby
 REVIEW OFFICER

CITY OF HICKORY
 D.B. 988 PG. 481
 PIN 370206497745

DEEDS REFER TO 25' ALLEY
 NO RECORDED R/W FOUND

BANK OF GRANITE
 D.B. 1251 PG. 387
 PIN 370206498840

CITY OF HICKORY
 D.B. 980 PG. 171
 PIN 370206497646

CITY OF HICKORY
 20' PEDESTRIAN WALKWAY
 D.B. 1051 PG. 696

CITY OF HICKORY
 D.B. 1169 PG. 90
 PIN 370206497745



EXISTING PK NAIL IN A LEAD PLUG IN THE SIDEWALK LOCATED A N.C. GRID BEARING AND DISTANCE OF N87° 27'37" W 1442.08' C.F. 0.99985752 (NAD 83/2007) FROM NCGS MONUMENT "MUNICIPAL" WHICH HAS N.C. GRID COORDINATES OF N 729,561.51 E 1,306,227.12 (NAD 83/2007)

N 729,625.41
 E 1,304,786.46
 NAD 83/2007

EX. 80 PENNY NAIL

MAIN AV. NW

LEGEND
 ERB = EXISTING REBAR
 CP = COMPUTED POINT

TITLE REFERENCE
 SEE DEEDS ON FACE OF PLAT



1in=100ft

Parcel: 370206496790, MAIN AV NW HICKORY, 28601

Owners: HICKORY CITY OF,

Owner Address: PO BOX 398

Values - Building(s): \$8,900, Land: \$26,500, Total: \$35,400

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

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PREPARED BY: City of Hickory
RETURN TO: City of Hickory, PO Box 398, Hickory, NC 28603

RESOLUTION NO. 16- 01
RESOLUTION AND ORDER

WHEREAS, the City of Hickory owns property adjoining the following-described area, in the City of Hickory, County of Catawba, which is further described as follows:

25-Foot Alley Located Between Main Avenue NW and 1st Avenue NW

All of that certain parcel or tract of land lying and being about 0.1 miles west northwest of the center of the City of Hickory. Bounded on the west by City of Hickory property described in Deed Book 988 at Page 481 and Deed Book 980 at Page 171; on the north by the remaining portion of the existing 25 foot alley called for in Deed Book 988 at Page 481 and Deed Book 980 at Page 171; on the east by a City of Hickory 20' pedestrian walkway as described in Deed Book 1051 at Page 696 and City of Hickory property described in Deed Book 1189 at Page 90; and on the south by the existing right-of-way of Main Avenue NW and more particularly described as follows to wit;

Beginning at a PK nail set in a lead plug in the concrete sidewalk along the northern right-of-way of Main Avenue NW, said PK nail having N.C. grid coordinates of N 729,625.41 E 1,304,786.46 (NAD 83/2007), being located a grid bearing and distance of North 87degrees 27 minutes 37 seconds West 1442.08' from NCGS Monument Municipal, N.C. grid coordinates of N 729,561.51 E 1,306,227.12 (NAD 83/2007) and running thence as the north right-of-way line of Main Avenue NW, North 87 degrees 11 minutes 04 seconds West 25.00 feet to an existing 80 penny nail in said right-of-way; thence as the west line of that 25 foot alley called for in Deed Book 988 at Page 481 and in Deed Book 980 at Page 171, North 02 degrees 22 minutes 20 seconds East 102.75 feet to a point in the west line of said alley; thence South 87 degrees 10 minutes 04" East 25.00 feet to a point in the east line of that 25 foot alley called for in Deed Book

988 at Page 481 and in Deed Book 980 at Page 171; thence, as the east line of said alley, South 02 degrees 22 minutes 20" seconds West 102.74 feet, passing a PK nail set in a lead plug in the sidewalk at 20.11 feet, to the point of beginning containing 2569 sq. ft. more or less.

Staff filed a petition with the City Council of the City of Hickory requesting that said area be closed and abandoned as a roadway; and

WHEREAS, following the filing of said petition with the City Council, a notice of public hearing upon the question of closing and abandoning said area for public roadway purposes was advertised in *The Hickory Daily Record* in the issues of December 18, 2015, December 25, 2015, January 1, 2016 and January 8, 2016.

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

THAT, the above-described area be and the same is hereby ordered to be closed and abandoned for roadway or street purposes, in accordance with the provisions of Chapter 160A, Section 299, of the General Statutes of North Carolina, and the Charter of the City of Hickory;

BE IT FURTHER RESOLVED, that the City of Hickory reserves the right, title and interest in any utility improvement or easement within the above-described street or roadway to be closed, pursuant to the provisions of 160A, Section 299, of the General Statutes of North Carolina; and

RESOLVED, FURTHER, that all rights, title and interest of the City of Hickory in and to the area covered by said street shall vest in the respective owners of the land adjoining said area, all in accordance with the provision of the abovementioned section of the General Statutes of North Carolina.

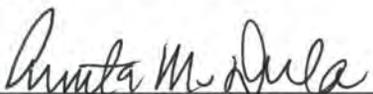
BY ORDER OF THE HICKORY CITY COUNCIL.

ADOPTED ON FIRST READING THIS 19TH DAY OF JANUARY, 2016.

ADOPTED ON SECOND READING THIS 2ND DAY OF FEBRUARY, 2016.

Rudy Wright, Mayor

Approved As To Form:



Deputy City Attorney for the City of Hickory

CERTIFICATION OF RESOLUTION AND ORDER CLOSING STREET

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 attached Resolution and Street Closing Order was adopted at a regular meeting of the City Council held on February 2, 2016, and that said Resolution and Street Closing Order is in full force and effect.

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 for 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: _____

6

COUNCIL AGENDA MEMOS

Exhibit XI.B.1.

To: City Manager's Office

From: Arnita Dula, Legal

Contact Person: Arnita Dula

Date: 1-7-16

Re: Grant/Construction Easement Agreement for the Friends of Hickory Downtown Park Project

REQUEST

Staff requests Council consider a Grant/Construction Easement Agreement between the Friends of Hickory ("FOH") and the City of Hickory ("City") to construct a new park located at Main Avenue NW in downtown Hickory.

BACKGROUND

FOH is a local nonprofit organization dedicated to improving the City of Hickory through certain projects, including projects related to the recreational offerings of the City. Approximately a year and a half ago, FOH approached the City with a proposal to enhance and improve the City's parks and recreational facilities by developing and constructing a new park in downtown Hickory through a public-private partnership with the City. The site for the proposed park is located along Main Avenue NW and currently is being utilized by the City for parking.

ANALYSIS

The agreement formalizes the public-private partnership between FOH and the city by outlining the roles and responsibilities of the parties in writing. FOH, the project developer, will fund the entire project, including the purchase of equipment and the actual construction costs. While the city will maintain ownership of the project site, the agreement will grant FOH access to the site via a temporary construction easement. FOH will maintain appropriate liability insurance and have payment and performance bonds in place to guarantee completion of project. The City will participate in the project by relocating certain infrastructure on the site and by closing a portion of a street abutting the project. When the project is completed and has received final inspections and approval, the equipment and other features located on the site will become the City's property. In addition, the agreement will give FOH naming rights opportunities for the project.

RECOMMENDATION

Staff recommends Council enter into the Grant/Construction Easement Agreement with Friends of Hickory to construct a new park in downtown Hickory.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

LIST THE EXPENDITURE CODE:

Reviewed by:

Anita M. Dula 1-14-16
Initiating Department Head Date

Anita M. Dula 1-14-16
Deputy City Attorney, A. Dula Date

Robney Phelan 1-15-16
Asst. City Manager, W. Wood Date

A. Surratt 1-15-16
Asst. City Manager, A. Surratt Date

Melissa Miller 1-15-16
Finance Officer, Melissa Miller Date

Bo Weichel 1-15-16
Purchasing Manager, Bo Weichel Date

1
Date

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

[Signature]
City Manager, M. Berry

Date

Prepared by: Arnita M. Dula, Deputy City Attorney
PO Box 398, Hickory, NC 28603

NORTH CAROLINA

CATAWBA COUNTY

**GRANT AGREEMENT
(INCLUDES CONSTRUCTION EASEMENT)**

This Grant Agreement (the "Agreement") made this _____ day of _____, 201_, by and between the City of Hickory, a North Carolina municipal corporation having a mailing address of P.O. Box 398, Hickory, NC 28603 (the "City") and Friends of Hickory, a North Carolina nonprofit whose mailing address is 2425 N Center St #235, Hickory, NC 28601 (the "Developer").

BACKGROUND STATEMENT

The City owns, controls and operates a number of city parks and recreational facilities. These facilities serve the general public by providing multiple recreational opportunities. The Developer is a local organization dedicated to improving the City of Hickory through certain projects, including projects related to the recreational offerings of the City. The City and Developer desire to enhance and improve the City's parks and recreational facilities by entering into this public-private partnership to develop and construct a new city park (the "Project") on a certain city-owned tract located in downtown Hickory. The City possesses the power and authority to grant certain rights and privileges with respect thereto, including those set forth in this Agreement.

The City believes that the Project would be in the public interest and that it would provide additional recreational opportunities to the residents of the City. Accordingly, the City and the Developer desire to enter into this Agreement to more clearly define their rights and obligations with respect to the construction of the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises of the parties hereunder, the City and the Developer, for themselves, their heirs, legal representatives, successors and assigns, agree as follows:

ARTICLE I

AVAILABILITY OF LANDS

1.1 The City shall furnish the site identified as the public parking lot to the south of Community One Bank for the Project.(the "Site")

1.2 The City hereby grants a temporary construction easement to the Developer to access, occupy and use the Site for the Project and the right of commercially reasonable ingress and egress over adjacent property owned by the City to the extent reasonably necessary for the Developer to exercise the easement rights set forth herein, commencing on the date hereof and lasting through the completion of the Project.

1.3 The Developer shall be solely responsible for damage to property outside the limits of the construction easement granted hereunder, caused by or resulting from the work of the Contractor (as defined in **Section 2.1**), any Subcontractor (as defined in **Section 2.1**) or any other persons authorized by Developer to work on the Site.

1.4 The Developer shall not be responsible for any hazardous environmental condition uncovered or revealed at the Site. If the Developer encounters a hazardous environmental condition or if the Contractor, Subcontractors or anyone who is working on the site is responsible for creating a hazardous environmental condition, the Developer shall secure or isolate the condition, stop all work on the Site connected to the condition, and promptly notify the City of the condition.

ARTICLE II

DEVELOPER'S OBLIGATIONS

2.1 The Developer, at its own cost and expense and using the services of architectural/engineering professionals and contractors to be engaged by the Developer (cumulatively, the "Contractor(s)") and their subcontractors (the "Subcontractors"), will develop and construct the Project. The Developer may commence work on the Project on the Site upon the execution of this Agreement. The Developer shall attempt to complete the Project by December 31, 2016.

2.2 The Developer represents and warrants that the Project will be constructed in a good and workmanlike manner and in substantial compliance with the agreed upon plans and specifications attached as **Exhibit A** (the "Plans"). Any substantial changes or modifications to the Plans must be approved by the City in writing. The Developer shall

not alter the Project in any manner that will or may adversely affect the structural integrity of any building or facility constituting a part of the Project or impair its intended uses.

2.3 The Developer is responsible, at the Developer's expense, for obtaining and maintaining all permits and other licenses prior to construction upon the same terms and conditions as any other entity seeking such permits.

2.4 All construction shall be in conformance with the North Carolina State Building Code, including all amendments and appendixes thereto and any other applicable codes or regulations of the City of Hickory, including the Hickory Land Development Code and Hickory Stormwater Ordinance, all applicable codes or regulations of Catawba County, including but not limited to erosion control measures, and any applicable playground or recreational organization's construction codes or regulations.. Developer agrees that the Project to be constructed as set forth in the Plans shall comply with all requirements of the Americans with Disabilities Act applicable as of the date the Project is completed.

2.5 The Developer shall be responsible for directing and managing the Contractor(s) and Subcontractors and for monitoring their compliance with all applicable laws and regulations.

2.6 The Developer agrees to comply with any and all Federal, State, or local environmental laws regulating the Developer's construction of the Project, including, without limitation, any laws regulating hazardous materials. The City represents and warrants that no hazardous materials are located on, in, or about the Site except as reported in the assessment in section 3.4.

2.7 The Developer shall ensure that the Contractor and Subcontractors confine construction equipment, storage of materials and equipment and operations of the workers to the areas of the Site identified for such purposes. Only materials and equipment that are to be used directly in the Project shall be brought to the Site. The Developer shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the work.

2.8 The Developer shall ensure that the Contractor keeps the Site and adjacent areas safe and reasonably free from accumulations of waste materials, rubbish and other debris on a daily basis. Removal and disposal of waste materials, rubbish, and other debris shall conform to applicable laws and regulations.

2.9 At the completion of the construction, the Developer shall ensure the Site is cleaned and ready for utilization. All materials, tools, and construction equipment shall be removed from the Site. All property not designated to be altered by the Agreement shall be restored to its original condition.

2.10 The Developer shall ensure the Contractor(s) take(s) necessary precautions for the safety of and shall cause the Contractor(s) to provide the reasonably necessary protections in accordance with applicable law to prevent damage, injury, or loss to all persons on the Site, all the work, materials, and equipment, other property at the site or

adjacent to the Site, including trees, shrubs, lawns, walks, pavements, roadways, equipment, and utilities not scheduled for alteration, removal, relocation or replacement in the course of construction. The Developer shall maintain safe pedestrian access north of the Site and south of Community One Bank.

2.11 The Developer is responsible for any required rough grading in connection with the Project, and for any required demolition and removal of existing equipment located on the Site, in accordance with the provisions of the Plans.

2.12 During the construction period, the Developer shall pay for all utilities associated with the Project.

ARTICLE III

CITY'S OBLIGATIONS

3.1 The City shall have the right, but not the obligation, to oversee all work performed on the Project; provided that such oversight shall be exercised in a manner designed to minimize interference with the Developer's work. The City has the right to suspend any work on the Project if the City determines that the Project creates a safety hazard to the public, but the City is not obligated to inspect the work to determine if a safety hazard exists, and shall not be deemed liable in the event that the City fails to detect a safety hazard. The quality and safety of the work performed is the responsibility of the Developer and not the City.

3.2 The City will relocate any existing water, sewer, and storm drainage utilities as necessitated by the closure of the alley or that conflict with the proposed site plan for the Project.

3.3 The City shall not pay any portion of the costs of the Project, except as otherwise expressly provided in **Section 3.2**.

3.4 The City will perform a Phase I environmental assessment of the Site.

3.5 The City reserves the right to modify or develop properties adjacent to the Site.

3.6 Subject to approval by the City Council, Parks and Recreation Commission, and other necessary departments (where the City's support in gaining such approval shall not be unreasonably withheld) in accordance with City Council's naming policy, the City shall authorize the Developer to designate and display donor-chosen names on any and all equipment and sponsored areas within the Project and for the Project as a whole (by way of example, and not limitation, "The Smith Park"); provided, however, the Developer shall not designate or display a donor-chosen name for the Project as a whole unless such donor made, by such point in time, a financial contribution to the Project of at least One Hundred and Fifty Thousand & 00/100 Dollars (\$150,000.00). The specific equipment, sponsored

Project areas, and sponsorship or financial contribution levels associated therewith are listed in attached Exhibit B.

ARTICLE IV

OWNERSHIP OF FACILITIES

4.1 The City shall retain ownership in fee simple of the Site. The Developer shall own all of the right title and interest in the Playground Equipment ("Equipment") as it is being constructed and installed on the Site. All improvements of the designated property upon the completion of their construction, which shall be determined as having occurred upon final inspection and approval of the Project by the City and any additional permitting bodies or agencies and the issuance of any appropriate certificates of occupancy, shall, without compensation to Developer, then become the City's property free and clear of all claims to or against it by Developer or any third party.

ARTICLE V

WARRANTIES

5.1 Upon completion of the Project, Developer shall provide a one-year contractors warranty in the name of the City.

5.2 Developer shall transfer all manufacturers' warranties for the Equipment and appurtenant facilities to the City.

ARTICLE VI

BONDS AND INSURANCE

6.1 Performance and Payment Bonds

6.1.1 Prior to the commencement of construction of the Project on the Site, the Developer shall cause to be submitted performance and payment bonds (where such bonds are to be acquired by Developer's primary contractor, David E. Looper & Company, Inc., a North Carolina corporation ("Looper")) for the Project to the City in accordance with N.C.G.S. 44A-26. The performance and payment bonds each shall be in an amount at least equal to the anticipated total costs of the construction Project. These bonds shall remain in effect until completion of the Project.

6.1.2 All bond(s) shall be in the form prescribed by N.C.G.S. 44A-26 and shall be executed by sureties duly licensed or authorized in North Carolina to issue bonds for the limits so required.

6.2 Insurance

6.2.1 The Developer shall purchase and maintain during the construction of the Project general and commercial liability insurance and other insurance as is appropriate for the work being performed on the Project on the Site and as will provide protection from the claims set forth below that may arise out of our result from Developer's performance of the work on the Project on the Site and Developer's other obligations under this Agreement, whether the work is to be performed by the Developer, any Contractor, any Subcontractor, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable:

(a) claims under workers' compensation, disability benefits, and other similar employee benefit acts;

(b) claims for damages because of bodily injury, occupational sickness or disease, or death of any employees working on the Project;

(c) claims for damages of the type that could be insured by reasonably available personal injury liability coverage and that are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the Developer or any Contractor or Subcontractor;

(d) claims for damages, other than to the work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;

(e) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle;

(f) claims for damages arising out of Developer's performance or the performance of any Contractor or Subcontractor, or in providing of professional architectural or engineering services.

6.2.2 Developer shall purchase or cause Looper to purchase and maintain fire and casualty property insurance upon the work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided as required by laws and regulations. This insurance shall:

(a) include the interests of the City, Contractor, Subcontractors, and any other individuals or entities identified by this Agreement and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or loss payee.

(b) be written on a Builder's Risk "all risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the work, temporary buildings, false work, and materials and Equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris

removal, demolition occasioned by enforcement of laws and regulations, water damages (other than caused by flood), and such other perils or causes of loss as may be specifically required by this Agreement;

(c) include expenses incurred in the repair or replacement of any insured property;

(d) cover materials and equipment stored at the Site or at another location that was agreed to in writing by the City prior to being incorporated in the work;

(e) allow for partial utilization of the work by the City;

(f) be maintained in effect during the construction and installation of the Equipment.

6.2.3 The required commercial general liability insurance policy shall include the City as an additional insured and shall include coverage for the City's respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby.

6.2.4 To the extent available, all the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with the provisions of this Agreement will contain a provision or endorsement that, during the Project, the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to the City, Contractor, and to each other additional insured to whom a certificate of insurance has been issued.

6.2.5 The City shall not be responsible for purchasing and maintaining any property insurance specified in Paragraph 6.2 to protect the interests of the Developer, Contractor, Subcontractors, or others in the work, and shall not be responsible for any deductible amounts that are identified in this Agreement. The risk of loss within such identified deductible amount will be borne by the Developer, Contractor, Subcontractors and others suffering any such loss, and if any of them wished property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

6.2.6 The required insurance policies shall include completed operations insurance, contractual liability insurance covering Developer's indemnity obligations under Paragraph 5.3.

6.2.7 Developer shall deliver to the City certificates of insurance prior to beginning construction.

6.3 Indemnification

6.3.1 Premises. All references to the Developer, the City, “parties hereto”, “parties”, “party”, “owner” and “owners” herein shall include the successors, legal representatives, successors in interest and assigns of the Developer and the City.

6.3.2 Developer shall be absolutely liable for any damage or injury to any person or property by reason of the construction and installation of the Equipment covered by the Project, and to adjoining park property (to the extent resulting from the performance of the Developer’s work only), prior to completion of the Project; provided, however, Developer shall not be liable where such damage or injury is the result of the negligence or intentional misconduct of the City, its officers, agents, employees or contractors. The Developer shall indemnify, defend, and hold harmless the City, its officers, agents, or employees, from any and all claims, by or on behalf of any person, firm, corporation, or other legal entity arising from any damage whatsoever that may arise from the Developer’s construction or installation of the Equipment prior to completion of the Project, except to the extent such claims arise from the negligence or intentional misconduct of the City, its officers, agents, employees or contractors.

ARTICLE VII

MISCELLANEOUS PROVISIONS

In the event any term, covenant or condition of this Agreement or any amendments thereto shall to any extent be found invalid or unenforceable by a court of law, the remainder shall not be affected thereby and each term, covenant or condition shall be valid and enforceable to the full extent permitted by law.

No written waiver by any party at any time of any breach of any other provision of this Agreement shall be deemed a waiver of a breach of any provision herein or a consent to any subsequent breach of the same or any other provisions.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such fully-executed counterpart. Furthermore, copies of signatures hereto shall constitute originals for all purposes.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina. Venue for any legal proceedings shall be in the Catawba County courts.

The obligations, easements and conditions contained in this Agreement are covenants running with the land. This Agreement shall apply to, inure to the benefit of, and be binding upon the Developer and the City and upon their respective heirs, legal representatives, successors, and assigns.

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

FRIENDS OF HICKORY, INC.

By: _____

Title: _____

ATTEST:

(SEAL)

Secretary

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

ATTEST:

(SEAL)

By: _____
Rudy Wright, Mayor

Debbie D. Miller, City Clerk

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

Melissa Miller, Finance Officer
City of Hickory

Approved as to form on behalf of the City of Hickory.

Attorney for the City of Hickory

**STATE OF NORTH CAROLINA
COUNTY OF CATAWBA**

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

Witness my hand and seal this _____ day of _____, 2014.

Notary Public

(SEAL)

My Commission Expires: _____.

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

I, _____, a Notary Public of Catawba County, North Carolina, do hereby certify that _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company for the purposes therein set forth.

Witness my hand and seal this _____ day of _____, 2014.

Notary Public

(SEAL)

My Commission Expires: _____.

HICKORY CHILDREN'S PARK DESIGN DEVELOPMENT PACKAGE

FRIENDS OF HICKORY, INC.
HICKORY, NORTH CAROLINA

OWNER
FRIENDS OF HICKORY INC.
2425 N CENTER STREET #235
HICKORY, NC 28601

LANDSCAPE ARCHITECT
LandDesign, Inc.
223 North Graham St
Charlotte, NC 28202
704.333.0325
Contact: Beth Poovey, PLA

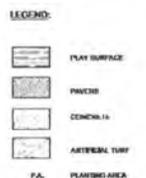
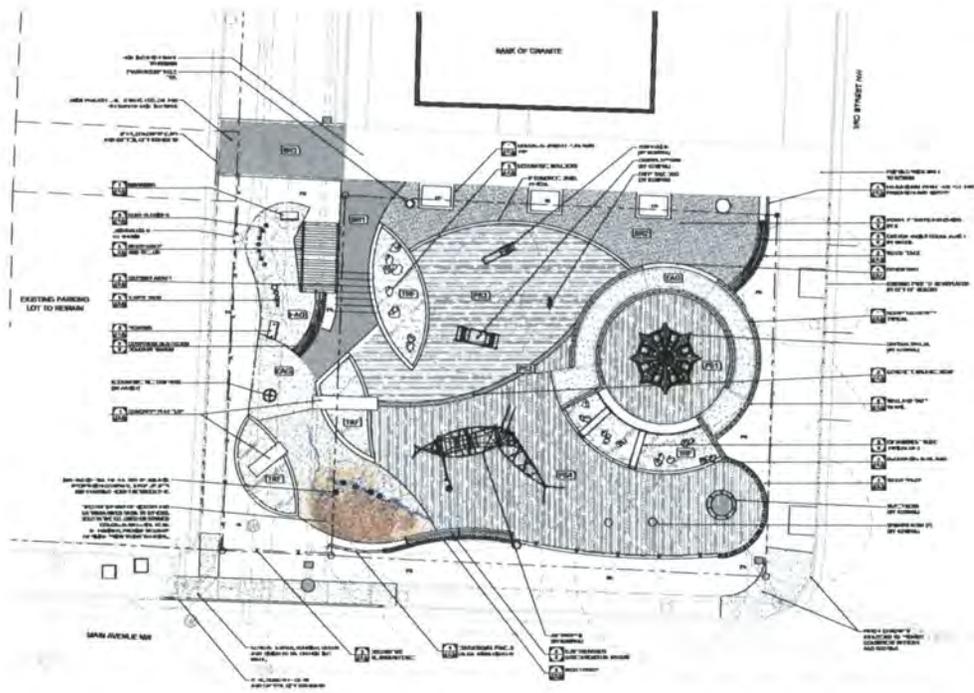
SHEET INDEX:	DESIGN DEVELOPMENT
L-0.0 COVER	07/24/2015
L-1.0 EXISTING CONDITIONS AND DEMOLITION PLAN	
L-2.0 LAYOUT PLAN	
L-2.1 SITE + MATERIALS PLAN	
L-2.2 SITE DETAILS	
L-2.3 SITE DETAILS	
L-2.4 SITE DETAILS	
L-3.0 GRADING PLAN	
L-4.0 UTILITIES PLAN	
L-5.0 PLANTING PLAN	
L-6.1 PLANTING DETAILS	



PROFESSIONAL
LANDSCAPE ARCHITECT

HICKORY CHILDREN'S PARK
FRIENDS OF HICKORY, INC.
2425 N CENTER STREET #235, HICKORY, N.C. 28601
COVER SHEET

DATE: 07/24/2015
SCALE: AS SHOWN
PROJECT: HICKORY CHILDREN'S PARK
SHEET: L-0.0



MATERIALS LEGEND				
REV	TYPE	MANUFACTURER	COLOR/FINISH	NOTES
001	PLAY SURFACE	ARTIFICIAL TURF	GREEN	SEE NOTE 1
002	PLAY SURFACE	ARTIFICIAL TURF	GREEN	SEE NOTE 1
003	PLAY SURFACE	ARTIFICIAL TURF	GREEN	SEE NOTE 1
004	PLAY SURFACE	ARTIFICIAL TURF	GREEN	SEE NOTE 1
005	PLAY SURFACE	ARTIFICIAL TURF	GREEN	SEE NOTE 1
006	PLAY SURFACE	ARTIFICIAL TURF	GREEN	SEE NOTE 1
007	PLAY SURFACE	ARTIFICIAL TURF	GREEN	SEE NOTE 1
008	PLAY SURFACE	ARTIFICIAL TURF	GREEN	SEE NOTE 1
009	PLAY SURFACE	ARTIFICIAL TURF	GREEN	SEE NOTE 1
010	PLAY SURFACE	ARTIFICIAL TURF	GREEN	SEE NOTE 1
011	PLAY SURFACE	ARTIFICIAL TURF	GREEN	SEE NOTE 1
012	PLAY SURFACE	ARTIFICIAL TURF	GREEN	SEE NOTE 1
013	PLAY SURFACE	ARTIFICIAL TURF	GREEN	SEE NOTE 1
014	PLAY SURFACE	ARTIFICIAL TURF	GREEN	SEE NOTE 1
015	PLAY SURFACE	ARTIFICIAL TURF	GREEN	SEE NOTE 1
016	PLAY SURFACE	ARTIFICIAL TURF	GREEN	SEE NOTE 1
017	PLAY SURFACE	ARTIFICIAL TURF	GREEN	SEE NOTE 1
018	PLAY SURFACE	ARTIFICIAL TURF	GREEN	SEE NOTE 1
019	PLAY SURFACE	ARTIFICIAL TURF	GREEN	SEE NOTE 1
020	PLAY SURFACE	ARTIFICIAL TURF	GREEN	SEE NOTE 1

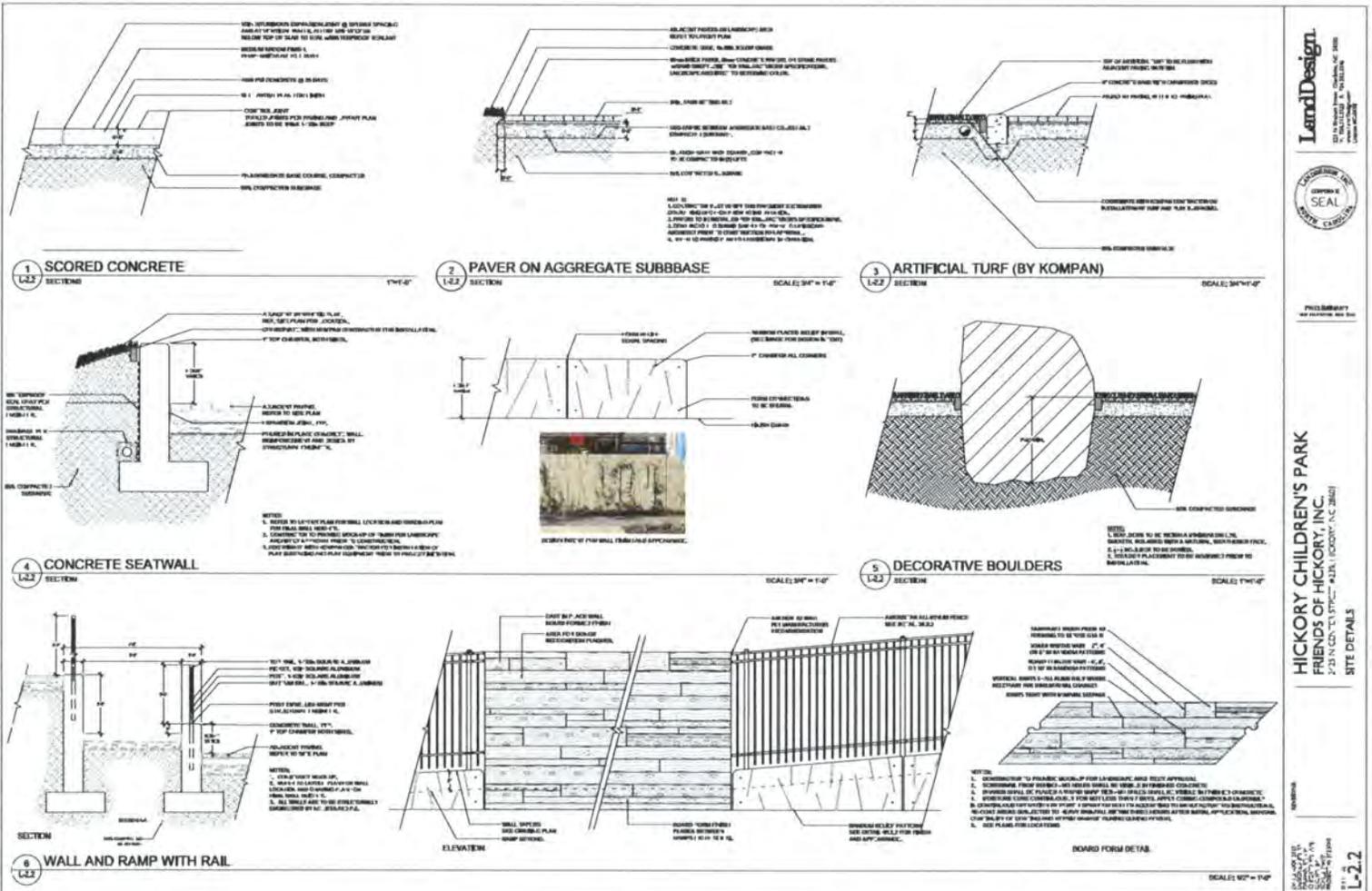
- NOTES:**
1. AT END OF STAIRS, COM "WALKER" TO CONNECT ADJACENT AREAS FOR USE AS A PLAY AREA FOR VISITORS.
 2. VISITORS MUST WEAR MASKS TO ENJOY THE PARK AND TO PROTECT THEMSELVES FROM COVID-19. VISITORS MUST WEAR MASKS AT ALL TIMES WHEN OUTSIDE OF THEIR OWN GROUPS.
 3. ALL VISITORS MUST WEAR MASKS TO ENJOY THE PARK AND TO PROTECT THEMSELVES FROM COVID-19. VISITORS MUST WEAR MASKS AT ALL TIMES WHEN OUTSIDE OF THEIR OWN GROUPS.
 4. ALL VISITORS MUST WEAR MASKS TO ENJOY THE PARK AND TO PROTECT THEMSELVES FROM COVID-19. VISITORS MUST WEAR MASKS AT ALL TIMES WHEN OUTSIDE OF THEIR OWN GROUPS.
 5. ALL VISITORS MUST WEAR MASKS TO ENJOY THE PARK AND TO PROTECT THEMSELVES FROM COVID-19. VISITORS MUST WEAR MASKS AT ALL TIMES WHEN OUTSIDE OF THEIR OWN GROUPS.
 6. ALL VISITORS MUST WEAR MASKS TO ENJOY THE PARK AND TO PROTECT THEMSELVES FROM COVID-19. VISITORS MUST WEAR MASKS AT ALL TIMES WHEN OUTSIDE OF THEIR OWN GROUPS.
 7. POWER & PLUMBING AT PLAY SURFACE DEPTHS SHALL BE 48" TO 60" DEPTHS AND VERTICAL FALL DEPTHS SHALL BE 48" TO 60" DEPTHS. ALL ELECTRICAL AND PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS. ALL ELECTRICAL AND PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS.
 8. COLORADO CONSTRUCTION SHALL BE THE CONTRACTOR FOR ALL PLAY EQUIPMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.



LandDesign
 LANDSCAPE ARCHITECTS
 1000 14TH AVENUE, SUITE 1000
 DENVER, COLORADO 80202
 TEL: 303.733.1111
 WWW.LANDDESIGN.COM

HICKORY CHILDREN'S PARK
 FRIENDS OF HICKORY, INC.
 2424 N. CENTER STREET, DENVER, COLORADO 80202
 SITE + MATERIALS PLAN

L-2.0



LandDesign, Inc.
Landscape Architecture
1000 S. HICKORY STREET, SUITE 100
HICKORY, N.C. 27040
919.437.1234



PHYSICIAN
AND ARCHITECT SEAL

HICKORY CHILDREN'S PARK
FRIENDS OF HICKORY, INC.
2300 S. HICKORY STREET, SUITE 100
HICKORY, N.C. 27040

L-2.2

1 CONCRETE PLAY TUBE
SECTION
SCALE: 1" = 1'-0"

3 WILLOW ARBOR
SECTION
SCALE: 1/2" = 1'-0"

4 DONOR WALL PLAQUES
ELEVATION
SCALE: 1" = 1'-0"

6 PEGASUS
ELEVATION
SCALE: 1" = 1'-0"

7 IMBARIMBA
ELEVATION
SCALE: 1" = 1'-0"

8 CONTRA CHIMES
ELEVATION
SCALE: 1" = 1'-0"

5 TUNED DRUM
ELEVATION
SCALE: 1" = 1'-0"

CONCRETE PLAY TUBE

SECTION: 1/2" = 1'-0"

ELEVATION: 1" = 1'-0"

WILLOW ARBOR

SECTION: 1/2" = 1'-0"

DONOR WALL PLAQUES

ELEVATION: 1" = 1'-0"

PEGASUS

ELEVATION: 1" = 1'-0"

IMBARIMBA

ELEVATION: 1" = 1'-0"

CONTRA CHIMES

ELEVATION: 1" = 1'-0"

TUNED DRUM

ELEVATION: 1" = 1'-0"

LandDesign.
 2700 N. CENTRAL AVENUE, SUITE 100
 RICHMOND, VA 23220
 TEL: 804.771.1111
 WWW.LANDDESIGN.COM

HICKORY CHILDREN'S PARK
FRIENDS OF HICKORY, INC.
 2700 N. CENTRAL AVENUE, SUITE 100, RICHMOND, VA 23220
 SITE DETAILS

L-2.4

1 GROUNDCOVER PLANTING
PLAN AND SECTION

2 SHRUB PLANTING BED
PLAN AND SECTION

3 TREE PLANTING
PLAN AND SECTION

4 TREE PROTECTION DETAIL
PLAN AND SECTION

5 TRIANGULAR SPACING FOR SHRUBS/GROUNDCOVERS
PLAN

SPACING	AREA	PLANTS PER SQ. YD.
1' x 1' x 1'	1.00	1.00
1' x 1' x 1.5'	1.50	0.67
1' x 1' x 2'	2.00	0.50
1' x 1' x 2.5'	2.50	0.40
1' x 1' x 3'	3.00	0.33
1' x 1' x 3.5'	3.50	0.29
1' x 1' x 4'	4.00	0.25
1' x 1' x 4.5'	4.50	0.22
1' x 1' x 5'	5.00	0.20

15040_DET-PLANTING.dwg
1/19/2004

HICKORY CHILDREN'S PARK
FRIENDS OF HICKORY, INC.
500 N. CHURCH STREET, FIDELITY, NC 28324
PLANTING DETAILS

LandDesign
1000 W. HICKORY STREET, SUITE 100
FIDELITY, NC 28324
TEL: 919.775.1111
WWW.LANDDESIGN.COM

REGISTERED PROFESSIONAL ENGINEER
SEAL
STATE OF NORTH CAROLINA

DATE: 1/19/2004
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: L=6.1

FRIENDS OF HICKORY SPLASH PAD



4500 Garden Drive - Eden Prairie, MN 55346
 Contact: Chad Schmitt
 952-345-6443 (Direct) 952-345-6444 (Fax)
 cshmitt@arcqco.com (Email)

SPLASH PAD DRAWING LIST:

- C: COVER SHEET
- 1: GENERAL INFORMATION
- 2: SITE PLAN
- 3: SPLASH PAD LAYOUT
- 4: CONCRETE PLAN
- 5: CONCRETE FORM
- 6: CONCRETE SECTION AND DETAILS
- 7: SUPPLY SPRING PLAN
- 8: DEMAN SPRING PLAN
- 9: ELECTRICAL PLAN
- 10: MECHANICAL PLAN AND SCHEMATIC

INTRODUCTION:

SPLASH PAD TO CONSIST OF AN IRREGULAR SHAPED CONCRETE PAD WITH THE FOLLOWING MAIN FEATURES:

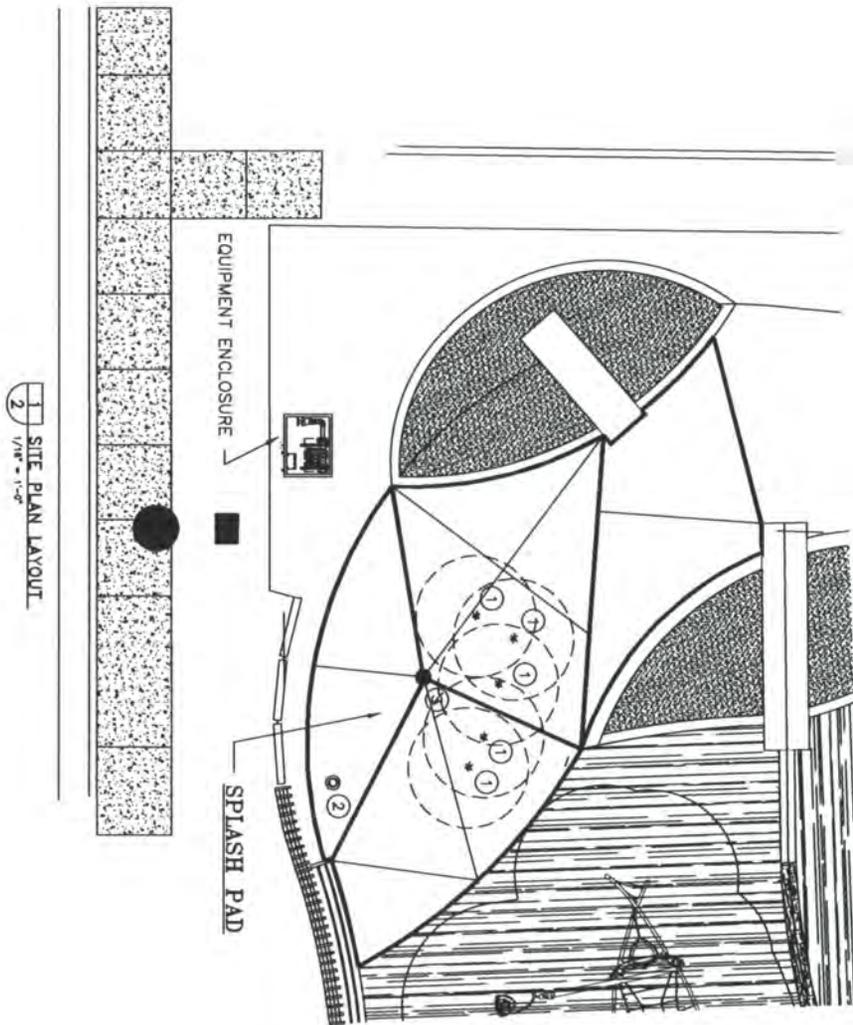
PRODUCT	LINE SIZE	GPM
STRENGTH LET (G1/2)	1" EA.	5000 EA
MECHANICAL BOX	-	25000EA
PVC DEMAN BOX	-	-

MECHANICAL SYSTEM TO CONSIST OF (1) 1" DEMAN BOX W/ COILING GATE.
 MECHANICAL SYSTEM TO BE LOCATED IN AREA BY MECHANICAL EQUIPMENT W/
 STORAGING VALVES AND CONTROL VALVES. DOMESTIC WATER INLET VALVES AND
 FILLER CONTROL PANEL.

REQUIRED UTILITIES:

1. DOMESTIC WATER REQUIREMENTS
 2. DOMESTIC WATER SUPPLY WITH AN APPROVED
 REGULATED TO 250PSI IN ACCORDANCE WITH LOCAL
 AND STATE CODES (MIN. LINE SIZE W/ MANHOLES
 FROM TO CONNECTION)
- **IT IS RECOMMENDED THAT A HOSE BIB AND A
 VACUUM BREAKER TO BE PROVIDED FOR WASHING DOWN
 THE ENTIRE STRUCTURE.**
2. GASES
 3. ELECTRICAL SERVICE
 ALL ELECTRICAL SERVICES SHALL BE GFCI PROTECTED
 120V, 1Ø, 60Hz, 5000VA W/ NEUTRAL

<input type="checkbox"/> APPROVED - NO EXCEPTIONS	DATE: _____
<input type="checkbox"/> APPROVED AS NOTED	DATE: _____
<input type="checkbox"/> NOT APPROVED - REVISIONS REQUIRED	DATE: _____
COMMENTS: _____	
REVISIONS BY: _____	DATE: _____

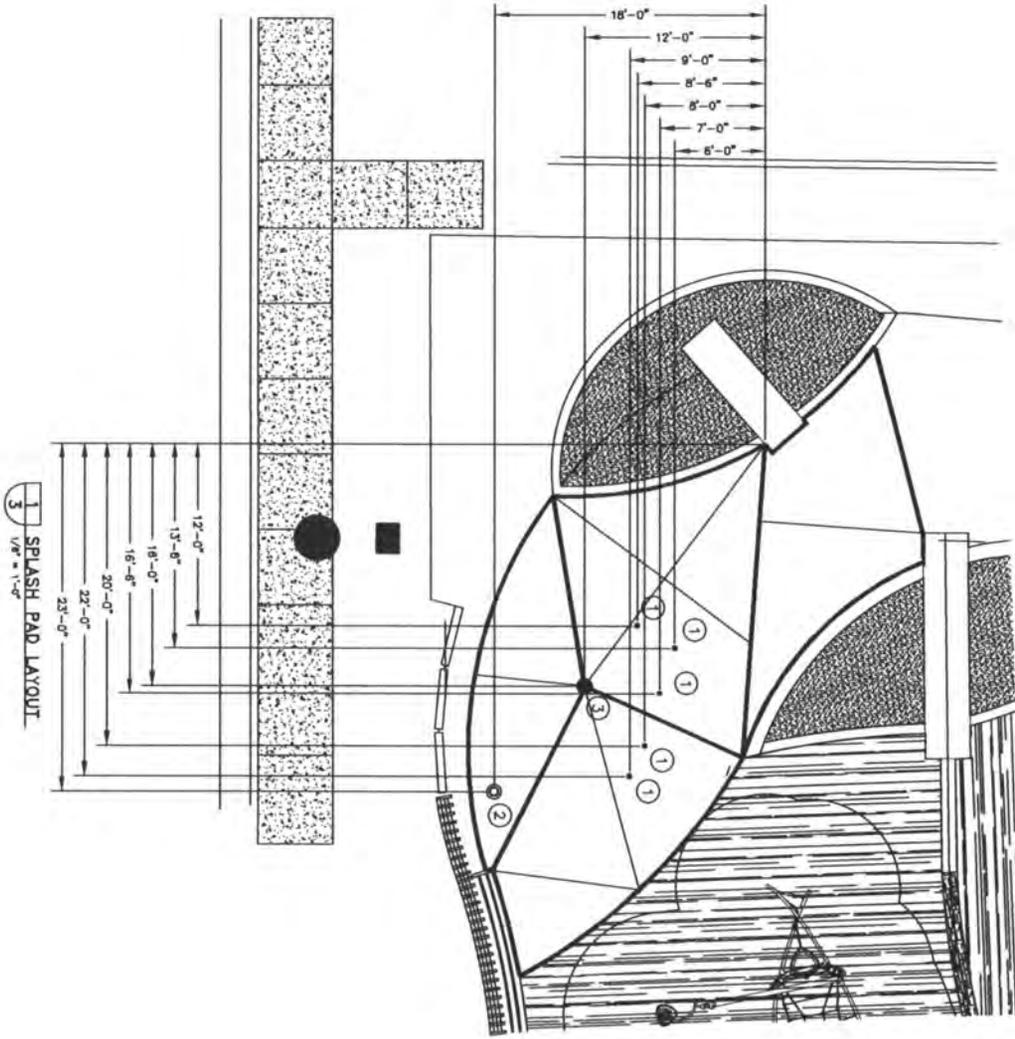


1 SITE PLAN LAYOUT
2 1/8" = 1'-0"

NO	PRODUCT	LINE SIZE	QTY	UNIT
1	STRAINER (GT-3)	1/2"	1	EA.
2	ACTIVATION BOLLARD	1"	1	EA.
3	PVC DRAIN BOX	24"	1	EA.

- NOTE:
1. ALL CONCRETE SLOPES TO BE 1/4" PER FT. MIN. AND 3/4" PER FT. MAX.
 2. THE WIDTH, LOCATION, OF SPLASH PAD AND CONCRETE AREAS TO BE VERIFIED BY OTHERS. ARC ELEVATION REFERENCE IS 0'-0" FOR TOP OF DRAINAGE BOX. ALL OTHER NOTED ELEVATIONS ARE REFERENCED FROM THAT POINT. REQUIRE A FLAT/LEVEL SURFACE FOR PROPER INSTALLATION. SEE INDIVIDUAL STRUCTURE MOUNTING INSTALLATION INSTRUCTIONS.
 3. ACTUAL SIZE, SHAPE, AND LOCATION OF SPLASH PAD SHALL BE DETERMINED BY ALL DIMENSIONS OF SIZE AND SHAPE OF SPLASH PAD FOR REFERENCE ONLY.
 4. _____ INDICATES SAW CUT JOINT
 5. _____ INDICATES EXPANSION JOINT
 6. THE INTERIOR SURFACE OF SPLASH PAD TO BE A DRY DECK WITH NO STANDING WATER. THE WATER IS TO BE CONTAINED WITHIN THE PERIMETER OF THE SPLASH PAD AND ALL WATER IS TO DRAIN INTO THE DRAINAGE BOX. THE CONCRETE IS TO BE FINISHED TO A FINISH TO ACCOMMODATE THIS DRAIN PATTERN.
 7. UNDER NO CIRCUMSTANCES SHALL THE SURROUNDING HARDSCAPE AREA BE SLOPED TO PAD DECK. WATER TO BE DRAINED INTO THE SPLASH PAD DECK.
 8. ALL CONCRETE SURFACES TO HAVE A MEDIUM BROOM FINISH.
 9. EXPANSION JOINT TO BE EVERY 20'x20'.
 10. SAW CUT JOINT TO BE EVERY 10'x10'.
 11. DRAINAGE SLOPE TO BE 1/4" PER FT.
 12. LOCATIONS WITH PLAY EQUIPMENT LOCATIONS.
 13. SEE SHEET 3 OF 10 FOR SPLASH PAD LAYOUT.
 14. SEE SHEET 4 OF 10 FOR CONCRETE LAYOUT.
 15. DIMENSIONS ARE FOR DESIGN/LAYOUT PURPOSES ONLY. VERIFY ALL DIMENSIONS AND CONDITIONS WITH COMPANY PROGRAM, FOR INCLUDED STRUCTURES, EQUIPMENT, SERVICES, AND EXCLUSIONS.
 16. --- INDICATES SPLASH ZONE.
 17. SPLASH ZONES ARE APPROXIMATE. ACTUAL SPLASH ZONES MAY VARY BASED ON VARIOUS ENVIRONMENTAL CONDITIONS, FLOW RATES, SLOPE OF THE SPLASH PAD, SUBMERGENCE DEPTH AND WIND.

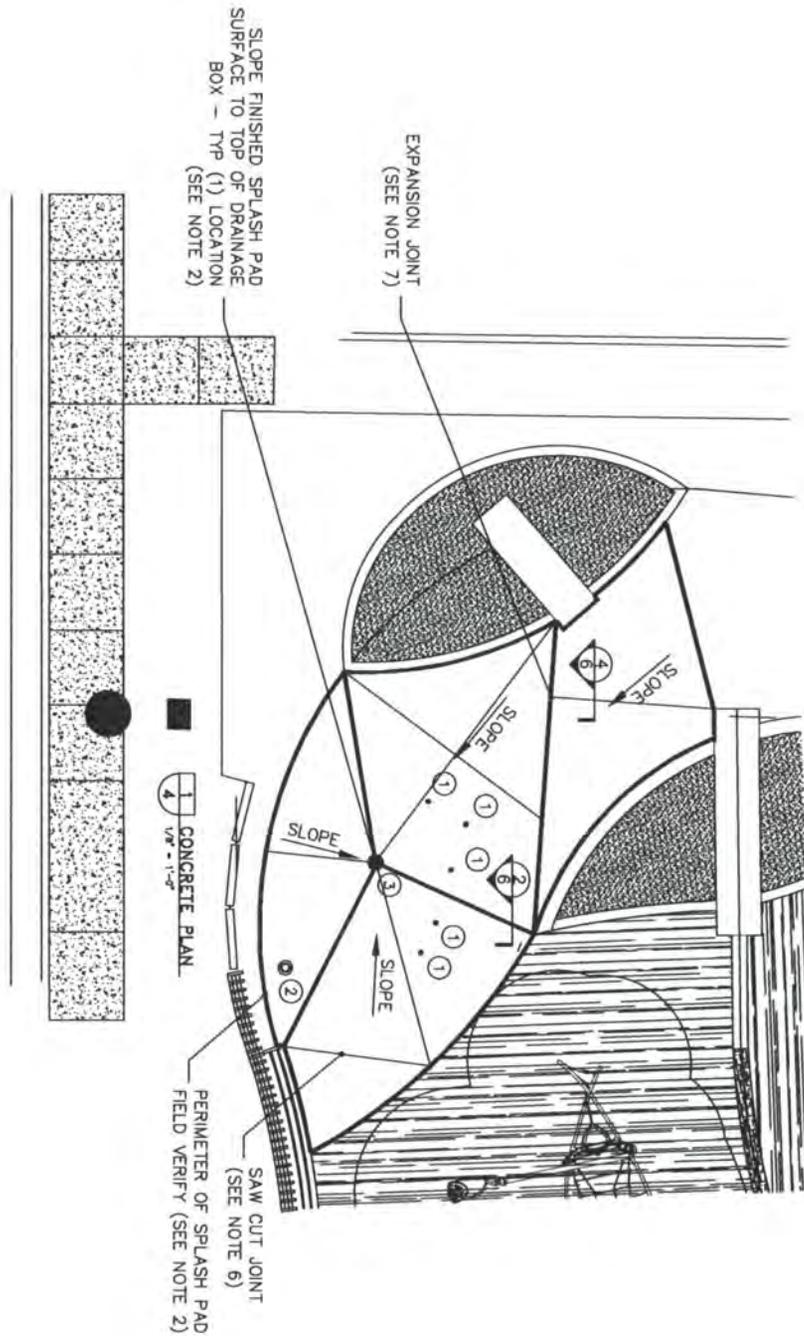
SITE LAYOUT ASSUMES NO STRONG PREVAILING WINDS FROM ANY SPECIFIC DIRECTION. PLEASE ADVISE ARC AS SOON AS POSSIBLE IF WIND CONDITIONS MAY AFFECT PRODUCT SPRAY ZONES.



1
3
1/8" = 1'-0"
SPLASH PAD LAYOUT

- NOTE:**
1. ALL CONCRETE SLOPES TO BE N/FT MIN. AND SILE ELEVATIONS OF SPLASH PAD AND CONCRETE SHOULD BE VERIFIED BY OTHERS. ARC ELEVATION REFERENCE IS 0'-0" FOR TOP OF DRAINAGE BOX. ALL OTHER NOTED ELEVATIONS ARE REFERENCED FROM THAT SURFACE MOUNTED STRUCTURES MAY REQUIRE A FLAT/LEVEL SURFACE FOR PROPER INSTALLATION. SEE INDIVIDUAL STRUCTURE MANUFACTURER'S INSTALLATION INSTRUCTIONS FOR SPLASH PAD TO BE FIELD DETERMINED BY OTHERS. ALL DIMENSIONS OF SIZE AND SHAPE OF SPLASH PAD FOR REFERENCE ONLY.
 2. THE INTENT OF A SPLASH PAD IS TO BE A DRY DECK WITH NO STANDING WATER. THE WATER IS TO BE CONTAINED WITHIN THE SPLASH PAD AND DRAIN INTO THE DRAINAGE BOX. THE CONCRETE IS TO BE FORMED AND SLOPED TO ACCOMMODATE THIS DRAIN PATTERN.
 3. UNDER NO CIRCUMSTANCES SHALL THE SPLASH PAD BE OPENED TO ALLOW WATER TO BE DRAINED INTO THE SPLASH PAD DECK.
 4. ALL CONCRETE SURFACES TO HAVE A MEDIUM FINISH.
 5. EXPANSION JOINT TO BE EVERY 20'-0".
 6. SAW CUT JOINT TO BE EVERY 10'-10".
 7. COORDINATE EXPANSION JOINT AND SAW CUT LOCATIONS WITH PLAY EQUIPMENT LOCATIONS.
 8. SEE SHEET 3 OF 10 FOR SPLASH PAD LAYOUT.
 9. ALL DIMENSIONS ARE FOR DESIGN/LAYOUT PURPOSES ONLY. PLEASE SEE AQUATIC RECREATION COMPANY PROPOSAL FOR INCLUDED STRUCTURES, EQUIPMENT, SERVICES, AND DETAILS INDICATES SPLASH ZONE.
 10. SPLASH ZONES ARE APPROXIMATE. ACTUAL ENVIRONMENTAL CONDITIONS, FLOW PATTERNS, SPLASH PAD, STURDINESS, DEPTH AND WIND.

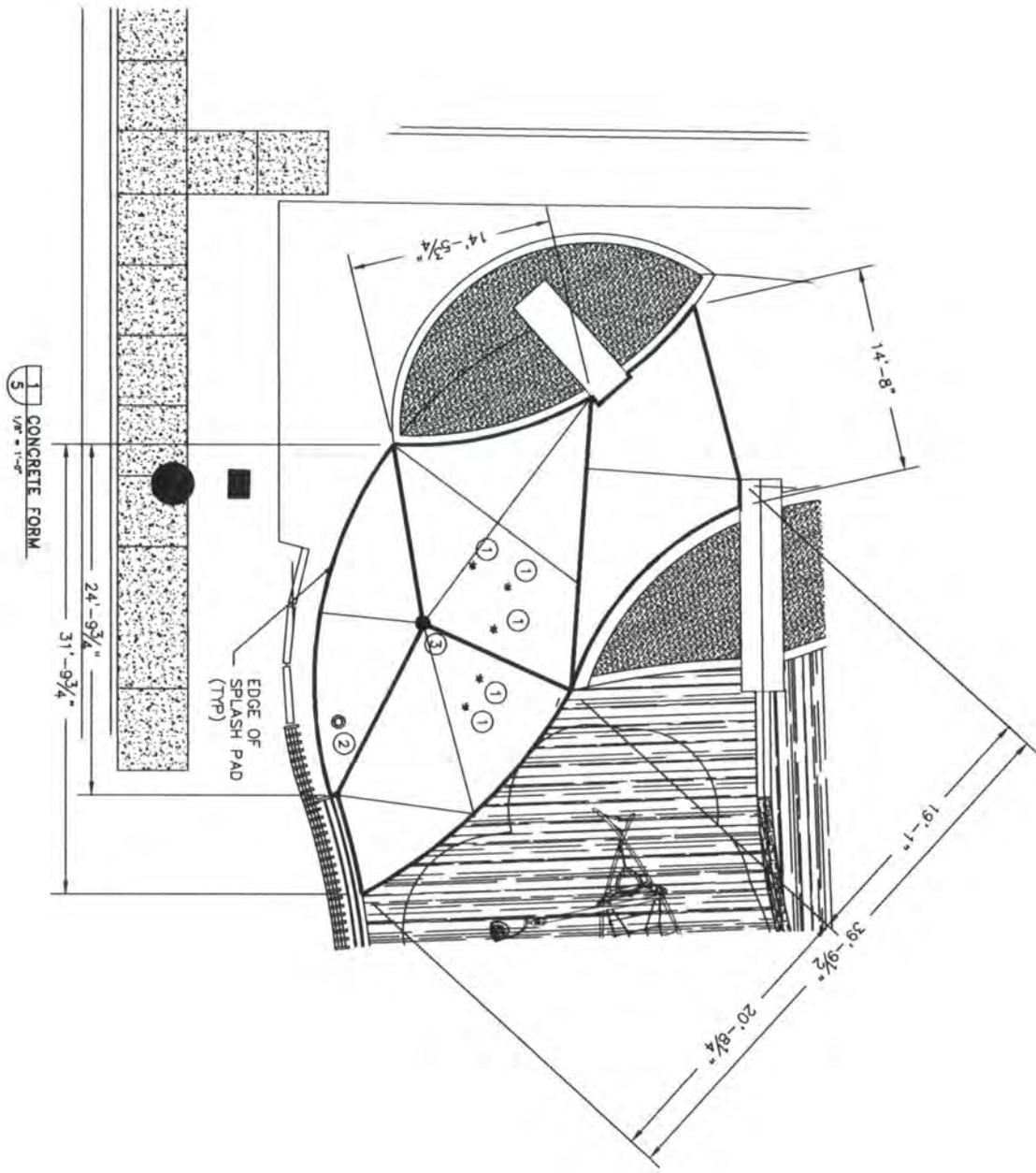
NO. 1	PRODUCT	LINE SIZE	QTY
1	STEEL #6 (QTY 6)	1"	5000 EA.
2	CONCRETE	4"	5000 YD.
3	1/8" = 1'-0"		
4	PVC DRAIN BOX		2500 Pcs



- NOTE:**
1. ALL CONCRETE SLOPES TO BE $\frac{1}{4}"/\text{FT}$ MIN. AND $\frac{3}{4}"/\text{FT}$ MAX.
 2. SEE DIMENSIONS OF SPLASH PAD AND CONCRETE SLOPE EXPANSION JOINT. DIMENSION REFERENCE IS TO TOP OF COLLECTION BOX. ALL OTHER NOTED ELEVATIONS ARE REFERENCED FROM THAT POINT.
 3. SURFACE MOUNTED STRUCTURES MAY REQUIRE A PERMANENT SURFACE MOUNTING INSTALLATION. SEE INDIVIDUAL STRUCTURE MOUNTING INSTALLATION INSTRUCTIONS.
 4. REFER TO SPEC SHEET AND INSTALLATION DRAWING FOR EACH PRODUCT. AND LOCATION OF SPLASH PAD TO BE FIELD DETERMINED BY OTHERS. ALL DIMENSIONS OF SIZE AND SHAPE OF SPLASH PAD FOR REFERENCE ONLY.
 5. _____ INDICATES SAW CUT JOINT
 6. THE INTERIOR OF A SPLASH PAD IS TO BE A DRY DECK WITH NO STANDING WATER. THE WATER IS TO BE CONTAINED WITHIN THE PERIMETER OF THE SPLASH PAD ACTION BOX(S). THE CONCRETE IS TO BE FORMED AND SLOPED TO ACCOMMODATE THIS DRAIN PATTERN.
 7. ALL TREATED SPLASH PAD WATER IS INTENDED TO REMAIN WITHIN DESIGNATED SPLASH PAD DECK. UNDER NO CIRCUMSTANCES SHALL THE SURROUNDING HARDSCAPE AREA BE SLOPED TO ALLOW WATER TO BE DRAWN INTO THE SPLASH PAD DECK.
 8. CONCRETE SURFACES TO HAVE A MEDIUM BROOK FINISH.
 9. EXPANSION JOINT TO BE EVERY 20'-0".
 10. SAW CUT JOINT TO BE EVERY 10'-0".
 11. COORDINATE EXPANSION JOINT AND SAW CUT LOCATIONS WITH PLAY EQUIPMENT LOCATIONS.

SEE PAGE 6 OF 10 FOR SECTION DETAILS

IMPORTANT: SEE NOTE #8 CONCERNING SPLASH PAD SLOPE



- NOTE:
1. CONCRETE SLOPES TO BE 1/8"/FT MIN. AND 1/4"/FT MAX.
 2. SITE ELEVATIONS OF SPLASH PAD AND CONCRETE ARE TO BE VERIFIED BY OTHERS. ARC ELEVATION REFERENCE IS 0'-0" FOR TOP OF COLLECTOR BOX. ALL OTHER NOTED ELEVATIONS ARE REFERENCED FROM THE TOP OF THE COLLECTOR BOX(S).
 3. SURFACE MOUNTED STRUCTURES MAY REQUIRE A FLAT/LEVEL SURFACE FOR PROPER INSTALLATION. SEE INDIVIDUAL STRUCTURE MOUNTING INSTALLATION INSTRUCTIONS.
 4. SEE SHEET AND INSTALLATION DRAWING FOR EACH PRODUCT.
 5. ACTUAL SIZE, SHAPE, AND LOCATION OF SPLASH PAD TO BE FIELD DETERMINED BY OTHERS. ALL DIMENSIONS OF SIZE AND SHAPE OF SPLASH PAD FOR REFERENCE ONLY.
 6. INDICATES SAW CUT JOINT.
 7. THE INTENT OF A SPLASH PAD IS TO BE A DRY DECK CONTAINED WITHIN THE PERIMETER OF THE SPLASH PAD AND ALL WATER IS TO DRAIN INTO THE COLLECTOR BOX(S). THE CONCRETE IS TO BE FORMED AND SLOPED TO ACCOMMODATE THIS DRAIN PATTERN.
 8. THE FINISH OF THE CONCRETE SHOULD BE A BROOM FINISH WITH REINFORCED SPLASH PAD DECK UNDER NO CIRCUMSTANCES SHALL THE SURROUNDING AREA BE FINISHED TO A SMOOTH FINISH. ALLOW WATER TO DRAIN OFF PAD.
 9. UNDER NO CIRCUMSTANCES SHALL WATER TO BE SPANNED INTO THE SPLASH PAD DECK.
 10. ALL CONCRETE SURFACES TO HAVE A MEDIAL BROOM FINISH.
 11. EXPANSION JOINT TO BE EVERY 20'-0".
 12. SAW CUT JOINT TO BE EVERY 10'-0".
 13. CONCRETE FINISH TO BE 1/2" TO 1" BELOW CUT LOCATIONS WITH PLAY EQUIPMENT LOCATIONS.

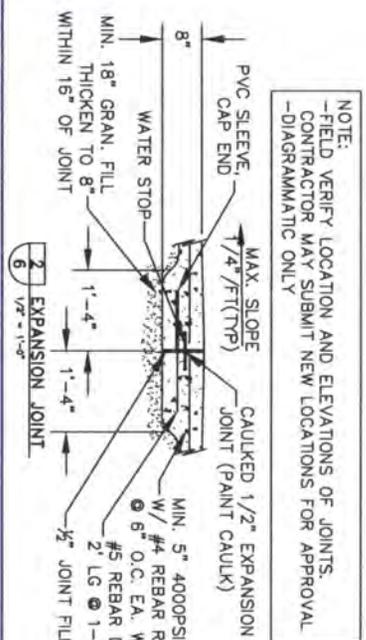
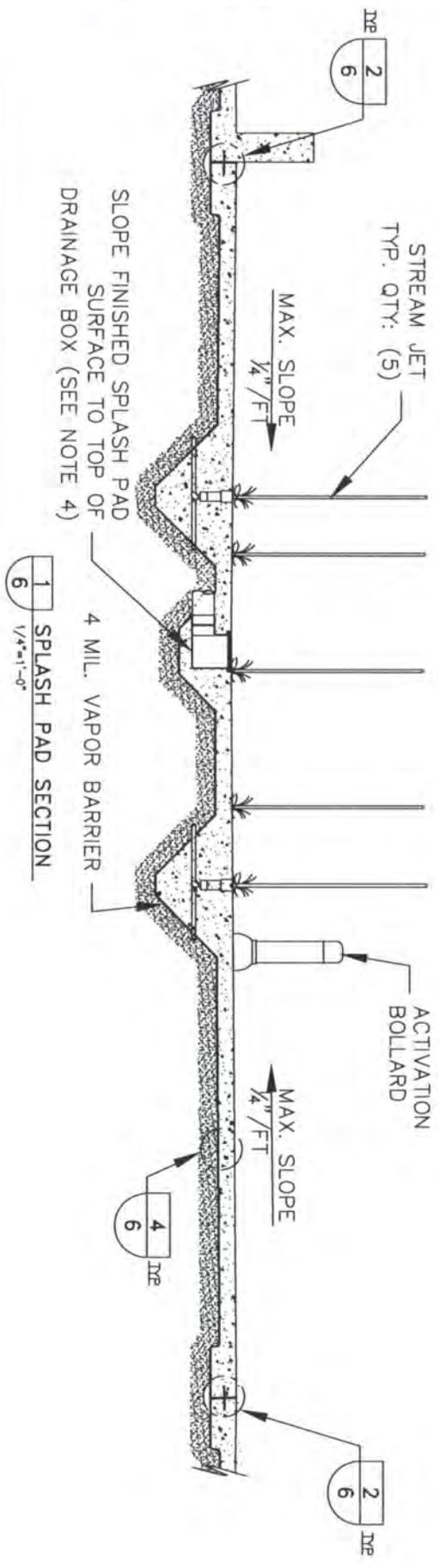
SEE PAGE 8 OF 10 FOR SECTION DETAILS

IMPORTANT: SEE NOTE #8 CONCERNING SPLASH PAD SLOPE.

	NO.	REVISION	DATE
	A	RELEASE FOR APPROVAL	8/5/15
PROJECT: FRIENDS OF HICKORY SPLASH PAD LOCATION: KAAREN			110
SCALE: AS NOTED DATE: 8/7/15 DRAWN BY: C.W. CHECKED BY: E.S. CONCRETE FORM	5 OF 10	15281	15281

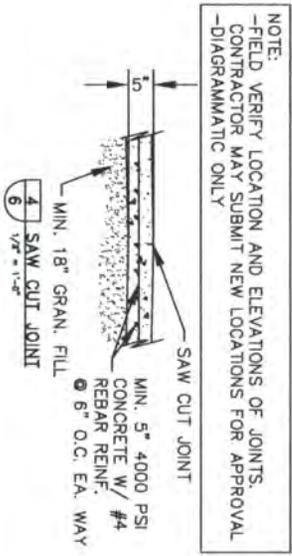
- NOTE:
1. ALL SUB-BASE MATERIALS BY OTHERS. CONTRACTOR CAN ASSUME SITE TO BE LEVEL TO ROUGH GRADE WITH COMPACTED FILL. COMPACTION TEST BY OTHERS.
 2. CONCRETE TO BE THICKENED AT ALL PRODUCT INSTALLATION LOCATIONS (BOTH EMBED AND ABOVE GROUND STRUCTURES). REFER TO INSTALLATION DRAWINGS FOR EACH PRODUCT.
 3. ALL CONCRETE SLOPES TO BE 1/8"/FT MIN. AND 1/4"/FT MAX.
 4. SITE ELEVATIONS OF SPLASH PAD AND CONCRETE AROUND TO BE VERIFIED BY OTHERS. ARC ELEVATION REFERENCE IS 0.00 FOR TOP OF DRAINAGE BOX.
 5. ACTUAL SIZE, SHAPE, AND LOCATION OF SPLASH PAD TO BE FIELD DETERMINED BY OTHERS. ALL DIMENSIONS OF SIZE AND SHAPE OF SPLASH PAD FOR REFERENCE ONLY.
- NOTE: (CONTINUED)
6. THE INTENT OF A SPLASH PAD IS TO BE A DRY DECK WITH NO STANDING WATER. THE WATER IS TO BE CONTAINED WITHIN THE PERIMETER OF THE SPLASH PAD AND ALL SLOPED TO ACCOMMODATE THE DRAIN PATTERN.
 7. UNDER NO CIRCUMSTANCES SHALL THE SURROUNDING HARDSCAPE AREA BE SLOPED TO ALLOW WATER TO BE DRAINED INTO THE SPLASH PAD DECK.
 8. ALL CONCRETE SURFACES TO HAVE A MEDIUM BROOM FINISH.
 9. COORDINATE EXACT LOCATION OF SAW CUTS AND EXPANSION JOINTS WITH PLAY EQUIPMENT LOCATIONS.
 10. VERIFY LOCAL/STATE CODES FOR TYPE, THICKNESS, & REINFORCEMENT REQUIREMENTS FOR CONCRETE SLAB.

SEE PAGE 4 OF 10 FOR LOCATIONS OF DETAILS



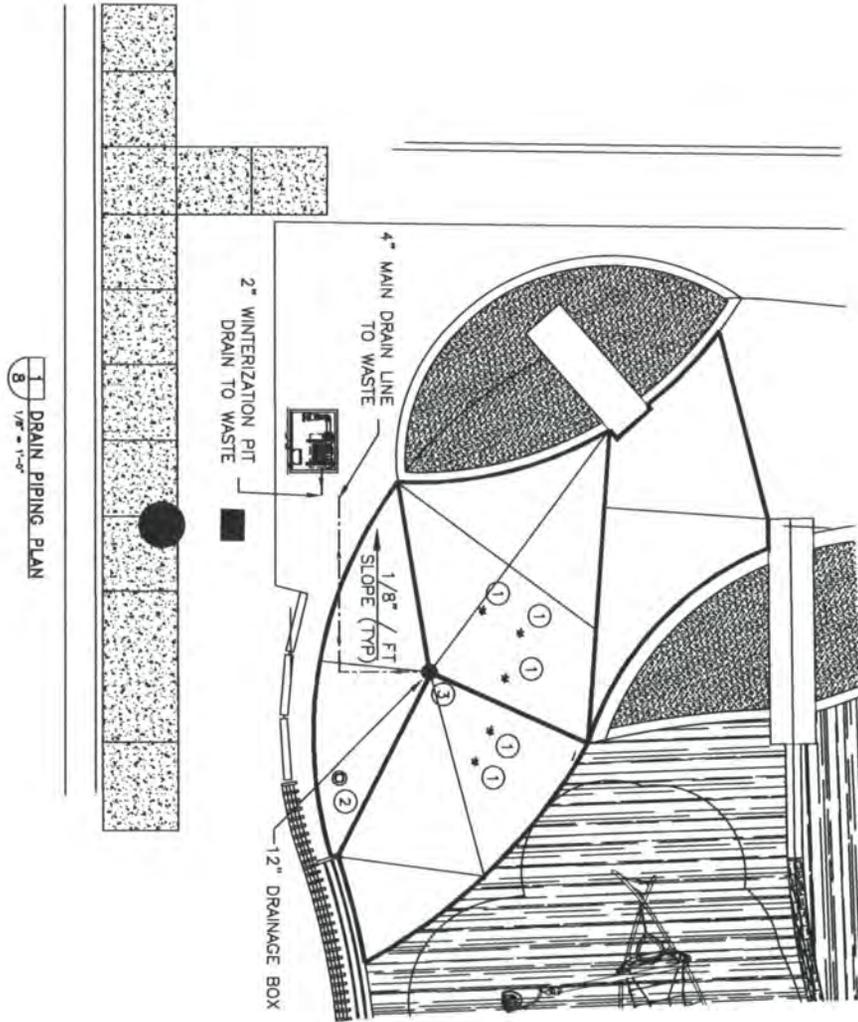
NOTE:
-FIELD VERIFY LOCATION AND ELEVATIONS OF JOINTS.
-CONTRACTOR MAY SUBMIT NEW LOCATIONS FOR APPROVAL
-DIAGRAMMATIC ONLY

NOT USED



NOTE:
-FIELD VERIFY LOCATION AND ELEVATIONS OF JOINTS.
-CONTRACTOR MAY SUBMIT NEW LOCATIONS FOR APPROVAL
-DIAGRAMMATIC ONLY

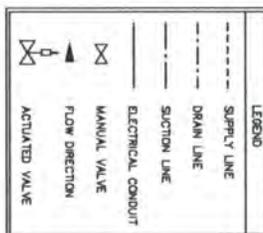
	<p style="text-align: center;">ARC Appalachian Recreation Company LLC</p> <p style="font-size: small;">1000 CHESAPEAKE AVE. HICKORY, NC 28602 704.325.1111 www.arcnc.com</p>	<p>NO. 4/2024</p> <p>A RELEASE FOR APPROVAL</p>	<p>DATE 8/9/18</p> <p style="font-size: large; font-weight: bold;">111</p>
<p style="font-size: large; font-weight: bold;">6</p> <p style="font-size: small;">CONCRETE SECTION AND DETAILS</p>	<p>SCALE: FRIENDS OF HICKORY SPLASH PAD</p>		
<p style="font-size: large; font-weight: bold;">6</p> <p style="font-size: small;">1/2" = 1'-0"</p>	<p>DATE: 8/7/18</p>		



8
1/8" = 1'-0"
DRAIN PIPING PLAN

NOTE:

1. ALL GRAVITY DRAIN LINES TO SLOPE 1/8" / FT AWAY FROM SPLASH PAD.
2. PROTECT 120 FT / SEC VELOCITY NOT TO EXCEED 150 FT / SEC.
3. SURFACE MOUNTED STRUCTURES MAY REQUIRE A FLAT/LEVEL SURFACE FOR PROPER INSTALLATION. SEE INDIVIDUAL STRUCTURE MOUNTING INSTALLATION.
4. ALL PIPING SHOULD BE SCH 80 PVC.
5. ANY REQUIRED BACKFLOW DEVICE OR WATER METER ON THE CITY WATER MAIN SHALL BE PROVIDED BY OTHERS.
6. DETERMINED BY CONTRACTOR.
7. MINIMIZE USE OF ELBOWS ON ALL DRAINAGE PIPING.
8. COORDINATE (1/2") DRAIN LINES FROM POOL WITH (1/2") DRAIN LINES FROM WASTE DRAIN TO WASTE LINES. SEE DME REQUIRED.
9. NO DIRECT CONNECTION ALLOW ON THE DRAIN TO WASTE LINES. SEE DME REQUIRED.



NO.	PRODUCT	LINE SIZE	QTY
1	SURFACE FT (GTT-2)	50PVC EA.	
2	ACTIVATION BALLARD	50PVC EA.	
3	PVC DRAIN BOX	2500SPU	

DATE	COMPY	CHKD	DRW. NO.	REV.
AS NOTED	E.C.	C.S.	18281-8	8/7/19

DRAIN PIPING PLAN

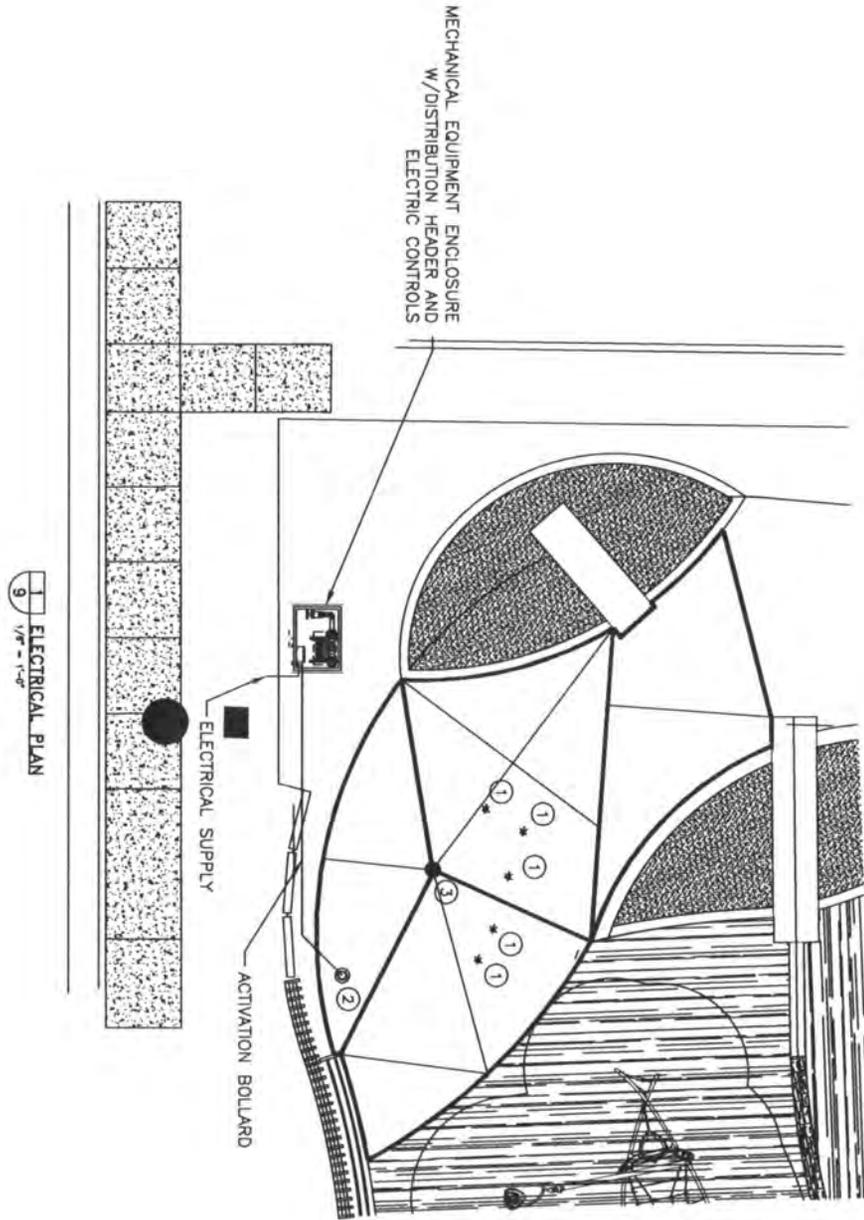
CLIENT: FRIENDS OF HICKORY SPLASH PAD

SCALE: AS SHOWN



NO.	REVISION	DATE
A	RELEASE FOR APPROVAL	8/6/19

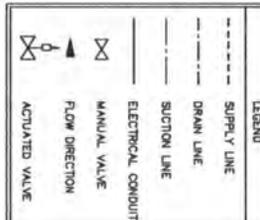
113



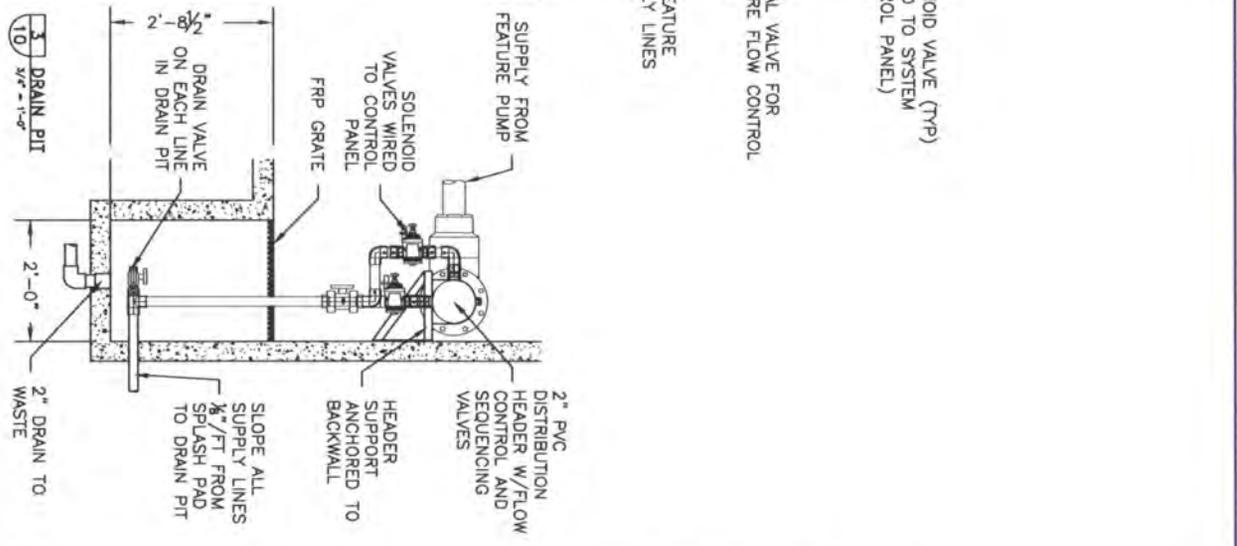
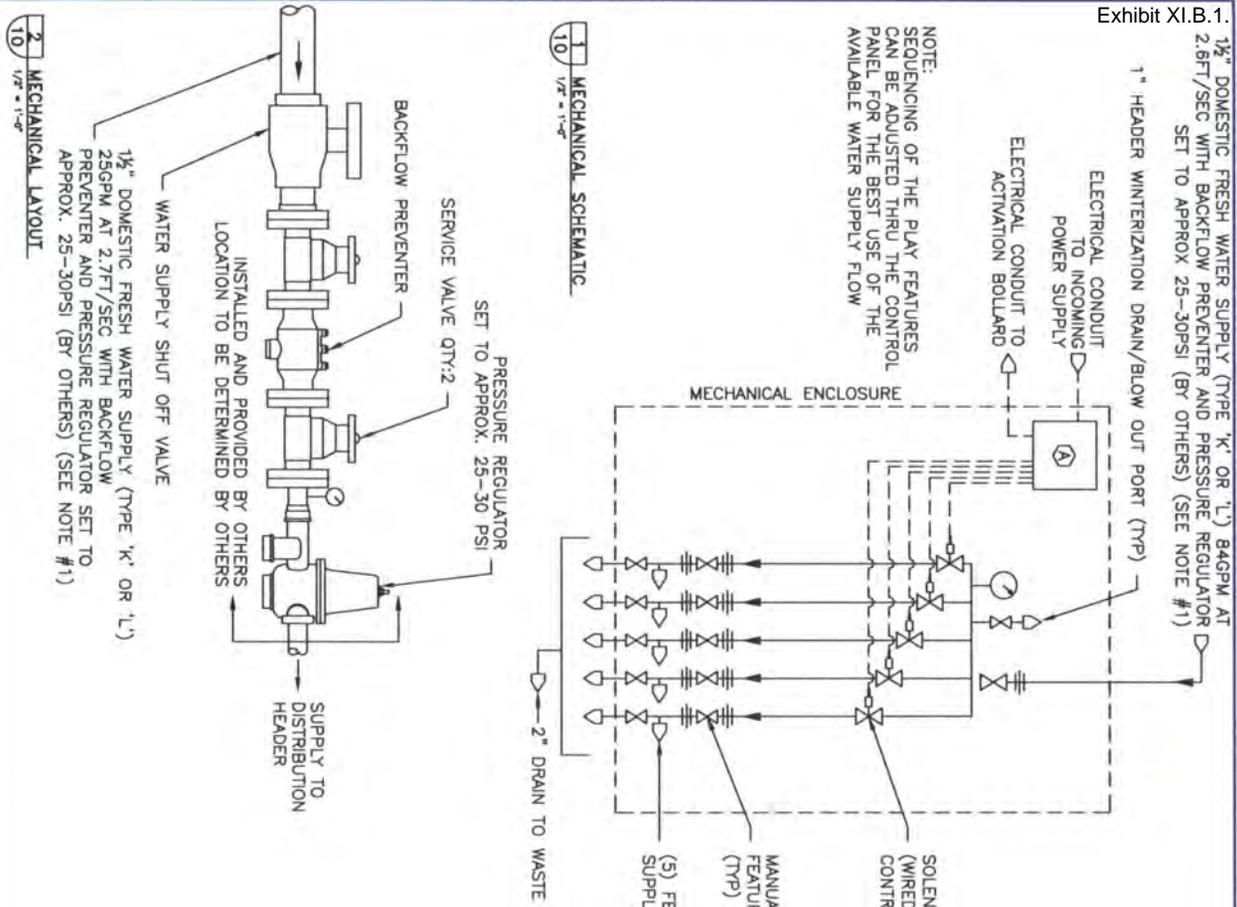
9
1/4" = 1'-0"
ELECTRICAL PLAN

NOTE:

1. REFER TO SPEC SHEET AND INSTALLATION DRAWINGS FOR ADDITIONAL INFORMATION.
2. WIRING FROM THE CONTROLLER TO THE ACTIVATION BOLLARD SHALL BE #14 AWG, (3) CONDUCTORS TOTAL.
3. ALL CONNECTIONS TO THE CONTROLLER SHALL BE MADE USING AN APPROVED NEMA 4X CONNECTOR.
4. EXACT ROUTING OF WIRING TO BE DETERMINED BY CONTRACTOR.
5. PROVIDE BEND RADIUS FOR REBAR PER LOCAL CODES AND STANDARDS.
6. ALL STAINLESS STEEL STRUCTURES REQUIRE BONDING PER NEC AND LOCAL CODES.
7. ELECTRICAL INFORMATION SEE SHEET 11 OF 11 FOR ADDITIONAL INFORMATION.



NO.	PRODUCT	LINE SIZE	QTY	GRN EX.
1	STAINLESS AET (QTY 5)	1/2" EX.		5000PA
2	ACTIVATION BOLLARD			
3	PVC DRAIN BOX			3500PA



NO	PRODUCT	LINE SIZE	QTY
1	1/2" DOMESTIC FRESH WATER SUPPLY	1/2" EX.	84GPM
2	BACKFLOW PREVENTER	1/2" EX.	1
3	2" PVC DRAIN BOX	2"	250GPM

SYMBOL LEGEND	
	MANUAL VALVE
	SOLENOID VALVE

PIPING LEGEND	
	FEATURE SUPPLY PIPE
	ELECTRICAL CONDUIT

ITEM #	DESCRIPTION:	TOTAL QTY:
A	MAIN CONTROL PANEL	1

NOTE:
 1. PROVIDE REQUIRED BACKFLOW DEVICE AND PRESSURE REGULATOR ON THE CITY WATER MAIN PER LOCAL CODE.
 2. MECHANICAL EQUIPMENT MUST BE LOCATED IN A FLOOR-SAFE AREA.
 3. EQUIPMENT FROM FLOODING.
 4. ALL GROUND DRINK LINES TO SLOPE 1/8" FT FROM SPLASH PAD.
 5. RETURN TO SPEC SHEET AND INSTALLATION DRAWING FOR EACH PRODUCT.
 6. EQUIPMENT ENCLOSURE INCLUDING ALL INTERNAL PARTS TO BE SOLID PVC.
 7. ALL MECHANICAL EQUIPMENT ENCLOSURES MUST BE SECURE TO PREVENT WATER INGRESS.
 8. ALL MECHANICAL EQUIPMENT ENCLOSURES MUST BE SECURE TO PREVENT WATER INGRESS.
 9. ALL MECHANICAL EQUIPMENT ENCLOSURES MUST BE SECURE TO PREVENT WATER INGRESS.
 10. ALL MECHANICAL EQUIPMENT ENCLOSURES MUST BE SECURE TO PREVENT WATER INGRESS.
 11. DRAWINGS ARE FOR DESIGN/LAYOUT PURPOSES ONLY. PLEASE SEE MECHANICAL EQUIPMENT SPECIFICATIONS FOR INCLUDED STRUCTURAL EQUIPMENT, SERVICES AND ENCLOSURES.

Friends of Hickory

Downtown Hickory Park

Naming Opportunities

Park Name	-	\$200,000
Water Feature	-	\$75,000
Sphere Kompan Play Piece	-	\$75,000
Galaxy Kompan Play Piece	-	\$50,000
Music Area <i>(does not include stage)</i>	-	\$50,000
Pottery & Rock Garden	-	\$25,000
Perimeter Garden Area	-	\$25,000
Toddler Area	-	\$25,000
Mosaic Benches	-	\$5,000

Donor Wall

Tier 1	-	\$20,000 to \$24,999
Tier 2	-	\$15,000 to \$19,999
Tier 3	-	\$10,000 to \$14,999
Tier 4	-	\$5,000 to \$9,999

**size of plaque will be based on the tier*

